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

CITY COMMISSION AGENDA

Regular Meeting - Monday, March 20, 2023 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER** - Pastor Sharon Brown with Full Gospel Tabernacle of Deliverance

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from March 06, 2023 Regular Meeting

6. **PROCLAMATIONS**

   a. Vietnam Veterans Day Proclamation

   b. Fort Pierce Police Departments 100th Anniversary

7. **LETTERS TO COMMISSION**

   a. Letter from Doretha Hair Truesdell, President of the Original Florida Hall of Fame Highwaymen, Inc., thanking Brittany Marinello, Grants Division Manager, and her team for their efforts in making the Sixth Annual Highwaymen Heritage Trail and Art Show Festival a huge success.

b. Thank you card from Mrs. Pam McDonald expressing her gratitude for Police Officer Samantha Reid's assistance to her husband while they were downtown.

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

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

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

10. **MISCELLANEOUS REPORTS**

a. Brightline Train Education and Awareness

11. **CONSENT AGENDA**

a. Approval of First Addendum to Agreement Between the City of Fort Pierce and St. Lucie County to Exchange Rights of Way and extend the Feasibility Determination Period 120-days.

b. Approval to piggyback the FPUA contract with Mastec North America, Inc. and a Purchase Order in the amount of $273,561.36, to install conduits and related fixtures for AT&T and Comcast for the Avenue B Roadway Construction Project.

c. Approval of Amended Florida Job Growth Infrastructure Grant.

d. Approval of TAPS Multi Services Small Business Grant Agreement for $5,000

e. Approval of Joanne's World of Nutrition, LLC Small Business Grant Agreement for $5,000.

f. Approval of Royal Palace Rentals, LLC Small Business Grant Agreement for $5,000.

g. Approval of Iris's T Designs Small Business Grant Agreement for $5,000.

h. Approval of EMS Safety & Healthcare Training Center Small Business Grant Agreement for $5,000.

i. Approval of DEP Resilient Florida Grant in the amount of $15,000,000.00 for the waste water reclamation facility relocation, natural system enhancements, and restoration of 2.23 acres of seagrass, the offset of water use with 2 MGD of reuse, and upgrades to existing facility components.

j. Approval of agreement between the City of Fort Pierce and the Original Florida Hall of Fame Highwaymen, Inc. to lease an adjacent parcel and the parking lot at the Jackie Caynon Building, located at 1234 Avenue.

12. **PUBLIC HEARINGS**

a. Legislative Hearing - Ordinance 23-022 - Review and approval of a Future Land Use Map Amendment by owner Resurrection Life Family Worship Center, Inc., to change the future land use from Medium Density Residential, RM, to High Density Residential, RH, of 4.883 acres of the parcel located at 1910 S. Jenkins Road Fort Pierce, FL 34947. Parcel ID: 2418-322-0001-000-5. FIRST READING

13. **CITY COMMISSION**

a. Resolution 23-R26 Authorizing the State of Florida Department of Transportation (FDOT) District Four Lighting Maintenance Memorandum of Agreement for Orange Avenue (S.R. 68) from North 32nd Street to US 1 (S.R. 5)

b. Resolution 23-R27 approving contract agreement between Florida Department of Transportation and the City of Fort Pierce for the construction of a concrete trail, as a segment of the Florida SUN Trail, along the edge of the Indian Hills Golf Course beginning at Indian Hills Drive and ending at Georgia Avenue which has been fully funded through the grant.

c. Discussion and direction for Fisherman's Wharf Development.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 5:05 pm **5. a.**

Meeting Date: 03/20/2023

Re: Minutes of 03.06.2023

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from March 06, 2023 Regular Meeting

Attachments

03.06.2023 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 03/17/2023 09:23 AM

Final Approval Date: 03/17/2023

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, MARCH 06, 2023.

1. CALL TO ORDER

Mayor Hudson called the March 06, 2023, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Commissioner Arnold Gaines

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Tanya Earley

5. APPROVAL OF MINUTES

a. Approval of Minutes from February 21, 2023 Regular Meeting

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the Minutes from the February 21, 2023 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

a. Email from Rudy Lopez thanking Mayor Hudson and the City of Fort Pierce for the permanent disc golf course at the Indian Hills Recreation Area.

b. Email from Brian LaPorte, Treasure Coast Disc Golf Club treasurer, thanking the Mayor and City Commissioners for having concrete pads at the Indian Hills Recreation Area.

c. Email from Erick Gill, Treasure Coast Disc Golf Club secretary, thanking the Mayor and City Commissioners for the completion of Phase 2 of the new disc golf course at the Indian Hills Recreation Area.

d. Email from Ron Iwanko thanking Mayor Hudson for the funding of the disc golf course at the Indian Hills Recreation Area.

e. Letter from Treasure Coast Kennel Club of Florida, Inc. President Kaaren Koroly, commending Summer Rulapaugh, Sunrise Humane Society's Operations Manager, for her positivity, genuine love of the animals in her care, and hard work.

8. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the Agenda as set.

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

Passed

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

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

Diane Korby
Dennis Speck
Matthew Wyatt
Christa Stone
Timothy White
Gene Horne
Rick Modine
Kevin Keene
Michael Jenkins

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approval of travel for Commissioner Curtis Johnson to attend the Legislative Action Days in Tallahassee, Florida from April 03, 2023 to April 05, 2023 in the amount of $1392.06.

b. Approval of Third Amendment to Agreement for Purchase and Development of Fisherman's Wharf to provide additional time to cure title and survey objections with a new deadline of September 1, 2023.

c. Approval of the Agreement between the City of Fort Pierce and St. Lucie Public Schools for the Student Perks Coffee Cart Program.

Commissioner Jeremiah Johnson pulled item 11b

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve items 11a and 11c of the Consent Agenda.

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

Passed

As to item 11b,

Shayanne Harnage, Economic Development Manager provided a presentation on the Fisherman's Wharf timeline.

The Commission discussed the Fisherman's Wharf project including the participation of the Fort Pierce Redevelopment Agency, the processes required prior to the boat ramp, protecting the interest of the City and its residents, confirmation of a site dedication, state reverter provision and property protections, requested extension, and the timeline.

City Attorney Tanya Earley explained that the extension is to work through title issues, the interlocal agreement, and is being done at staffs request.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve item 11b of the Consent Agenda.

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

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance 23-020 - Review and approval of a Future Land Use Map Amendment by owner J T J Enterprises Inc., to change the future land use from Neighborhood Commercial, NC, to General Commercial, GC, at approximately 1503 S. 33rd Street Fort Pierce, FL 34947. Parcel IDs: 2417-601-0008-000-7 & 2417-601-0009-000-4. SECOND READING.

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

ORDINANCE NO. 23-020
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF PROPERTIES GENERALLY LOCATED AT OR NEAR 1503 S. 33RD STREET, FROM NEIGHBORHOOD COMMERCIAL, NC, TO GENERAL COMMERCIAL, GC; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Ordinance No. 23-020.

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

Passed

b. Legislative Hearing - Ordinance 23-021 - Review and approval for a Zoning Atlas Map Amendment by owners J T J Enterprises Inc., of two (2) parcels of land to change the zoning classification from Neighborhood Commercial. C-2, to General Commercial, C-3, generally located at 1503 S. 33rd Street Fort Pierce, FL 34947. Parcel IDs: 2417-601-0008-000-7 & 2417-601-0009-000-4. SECOND READING

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

ORDINANCE NO. 23-021
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTIES GENERALLY LOCATED AT OR NEAR 1503 S. 33RD STREET, FROM NEIGHBORHOOD COMMERCIAL (C-2) TO GENERAL COMMERCIAL (C-3); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.
SECOND READING

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 23-021.

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

Passed

c. Quasi-Judicial Hearing - Review and approval of a Site Plan (Development and Design Review) to construct a 216-unit multi-family development (Privilege North), located east of Sunrise Boulevard and North of Dade Road in Fort Pierce. Parcel IDs: 2428-601-0252-000-6 & 2428-321-0001-000-3.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Tanya Earley would read regarding Quasi-Judicial Hearings as they apply to subsequent Quasi-Judicial Hearings tonight. Tanya Earley, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick-No
Commissioner Arnold Gaines - No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson - No
Mayor Hudson - No

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

Staff Presentation:
Ryan Altizer, Planner, presented the review and approval of a site plan to construct a 216 unit multifamily development located east of Sunrise Boulevard and North of Dade Road.
Recommendation:
Staff recommendation is for the City Commission to vote for approval with (2) conditions:
1) A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for site.
2) Prior to the issuance of Building Permit approval. A Unity of Title with St. Lucie County Clerk of Courts and Parcel Combination with the St. Lucie County Property Appraiser shall be provided.

Questions of Staff:
Commissioner Jeremiah Johnson inquired if the access to Sunrise Blvd is accurate, is it a County road, were traffic studies presented and approved by the County, the railroad spur, drainage and zoning. Mr. Altizer confirmed the access to Sunrise Blvd, it is a County road, and traffic study, drainage, and zoning were all reviewed by staff.

Commissioner Curtis Johnson inquired on drainage.

Commissioner Broderick inquired on the site plan. Mr. Altizer confirmed all requirements have been met as presented.

Applicant Questions of Staff:
No questions
Applicant Presentation:
Brad Currie, EDC, provided a presentation on the proposed property.

Questions of the Applicant:
Commissioner Broderick inquired if the proposed property is rental units or condominiums. Mr. Currie clarified that it is rental units.

Commissioner Jeremiah Johnson inquired what can be done with sidewalk parameters and drainage. Mr. Currie commented on the possibility of temporary sidewalks and the County's sidewalk fund and drainage.

Commissioner Curtis Johnson inquired on the proposed sidewalk installation and the population expected. Mr. Currie commented that they are required to install sidewalks on all frontage on County roadways.

Mayor Hudson inquired on property management, gates, and students walking to local schools. To which Mr. Currie explained that there would be onsite property management with after hours emergency services, provided the location of the gates and confirmed students access to local schools.

Commissioner Broderick commented on the need for this type of development.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the application for site plan with (2) conditions.

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

Passed

d. Quasi-Judicial Hearing - Review and approval of an application for a Final Plat Review submitted by applicant Brian Nolan of Lucido and Associates, Inc., to subdivide 1 parcel into 88 platted lots that include a reconfigured right-of-way and 88 single-family residential lots at 829 Bent Creek Drive, more specifically located at Parcel Control Number: 2407-700-0024-000-8

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Michael Broderick-Yes (Planning Board)

Commissioner Arnold Gaines - No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson No
Mayor Hudson - No

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

Staff Presentation:
Ryan Altizer, Planner, presented the review and approval of an application for a Final Plat Review to subdivide 1 parcel into 88 platted lots that include a reconfigured right-of-way and 88 single-family residential lots at 829 Bent Creek Drive.
Recommendation:
Staff recommends that the City Commission votes approval of the Final Plat.
Questions of Staff:
None
Applicant Questions of Staff:
None
Brian Nolan, Lucido and Associates, Inc. requested that the clerk delay recording the plat until evidence of road acceptance is officially issued by the County. City Clerk Linda Cox requested this be added as a condition for approval.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the application for Plat with (1) condition.

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

Passed

e. Quasi-Judicial Hearing - Review and Approval of an application for a Site Plan (Development and Design Review) by property owner, William Wallace Enterprises, LLC, and applicant, Lee Smith, President of Wallace Auto Group to construct an approximately 25,740 square foot Automobile Sales and Service Facility with associated site improvements at or near 5553 South US Highway 1 in Fort Pierce, Florida, more specifically located at Parcel Control Number: 3410-211-0003-000-7.

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Michael Broderick-No
Commissioner Arnold Gaines - No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson – No
Mayor Hudson - No

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

Staff Presentation:
Kevin Freeman, Planning Director, presented the review and approval of a site plan to construct an approximately 25.740 square foot automobile sales and service facility at or near 5553 South US Highway 1.

Recommendation:
Staff recommendation is for the City Commission to APPROVE the subject Site Plan (Development Review & Design Review), noting the two (2) recommended conditions.
Conditions of Development (Site Plan-Development Review & Design Review):
1. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

Questions of Staff:
Commissioner Jeremiah Johnson inquired on comments of public works staff. Mr. Freeman explained that there were none and that vehicle movements are considered in the process.

Applicant Questions of Staff:
None
Scott Montgomery, responded to the question posed by Commissioner Jeremiah Johnson.

Commissioner Jeremiah commented on public waste concerns and the wetlands. Mr. Montgomery indicated they will take the suggestions into consideration.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the application for Site Plan with (2) conditions.

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

Passed

13. CITY COMMISSION

a. Resolution 23-R23 appointing Stephen Lyons as the consumer representative to the Board of Examiners of Contractors.

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

RESOLUTION NO. 23-R23
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF EXAMINERS OF CONTRACTORS; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Resolution No. 23-R23.

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

Passed

b. Resolution 23-R24 appointing Rick Fusco to the Arts & Culture Advisory Board as Commissioner Johnson's appointee.

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

RESOLUTION NO. 23-R24
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT AND/OR REAPPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 23-R24.

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

Passed

c. Resolution 23-R25 Revising the Quasi-Judicial procedures

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

RESOLUTION NO. 23-R25
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REVISING QUASI-JUDICIAL PROCEDURES FOR THE CITY COMMISSION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Linda Cox explained the revision of the quasi-judicial procedures.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve Resolution No. 23-R25.

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

Passed

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.

No comments

15. COMMENTS FROM THE CITY MANAGER

a. Reports

City Manager Nick Mimms – No comments

City Clerk Linda Cox - No comments

City Attorney Tanya Earley – No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Jeremiah Johnson inquired on the Joint Meeting, thanked the community for being involved in City activities, suggested ways to celebrate and engage the city's youth.

Commissioner Gaines reiterated celebrating and engaging the youth, commented on the FBC LEO conference, the diligent work of the Commission for the City and congratulated Mia Morrison on winning The Boys and Girls Club Youth of the Year again.

Commissioner Curtis Johnson commented on determining the national youth day to highlight the youth, FBC LEO conference and his concern with Dade Road.

Commissioner Broderick commented on Freebee and the weekend activities including Friday Fest.

Mayor Hudson commented on the Great American Clean Up, Officer Goz as School Resource Officer at C A Moore Elementary, officers assisting in the Clean Up, the first legislative call, solid waste and private providers, bill to reduce homestead cap, short term rental cost cap and several other bills that would affect the municipality.

17. ADJOURNMENT

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

Mayor Linda Hudson adjourned the meeting at 7:21 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 pm **6. a.**

Meeting Date: 03/20/2023

Re: Vietnam Veterans Day Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Vietnam Veterans Day Proclamation

Attachments

Vietnam Veterans Day Proclamation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/28/2023 09:56 AM

Form Started By: Latoya Ransom Started On: 01/25/2023 10:45 AM

Final Approval Date: 01/28/2023

WHEREAS, it is an honor to recognize the many veterans who have made countless sacrifices for Fort Pierce families; and

WHEREAS, in 2012, the United States began the commemoration of the 50th Anniversary of the Vietnam War, a 13-year program to honor and thank those who answered the call to serve in the war; and

WHEREAS, more than 58,000 service members made the ultimate sacrifice during the Vietnam War, thousands more were wounded, and 1,600 remain missing in action; and

WHEREAS, the families and friends of missing service members continue to endure uncertainty concerning the fate of their loved ones who remain unaccounted for; and

WHEREAS, Vietnam veterans contribute to our city, county, state and nation by offering skills, education, leadership, and dedication learned in military service; and

WHEREAS, the city of Fort Pierce is home to many Vietnam veterans; and

WHEREAS, we can never fully repay our debt of gratitude to those brave men and women who served, were wounded, or died in battle; and

WHEREAS, Vietnam Veterans Day presents the opportunity for the people of Fort Pierce to honor and thank our Vietnam veterans for their service to our country;

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim March 29, 2023 as:

Vietnam Veterans Day

in the City of Fort Pierce and further urge all Fort Pierce citizens to join us in this special observance.

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 20th day of March, 2023.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 pm **6. b.**

Meeting Date: 03/20/2023

Re: Fort Pierce Police Departments 100th Anniversary

Submitted For: Latoya Ransom, Deputy City Clerk, City Clerk

SUBJECT:

Fort Pierce Police Departments 100th Anniversary

Attachments

PD Proclamation

Form Review

Form Started By: Latoya Ransom Started On: 03/01/2023 11:13 AM

Final Approval Date: 03/14/2023

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, on March 21, 1923, the city of Fort Pierce inaugurated a form of government wherein authority to make policy rested with a three-person elected commission, one of whom was mayor, with the city administration vested in a salaried city manager; and

WHEREAS, the office of City Marshal ceased to be chosen by an election in which all qualified voters participated and it became the sole responsibility of the City Manager to appoint a Chief of Police; and

WHEREAS, the second decade of the 20th century was a time of radical changes in the national and local expectations of the duties and the processes of those who dispensed law and order; and

WHEREAS, the challenge of enforcing an unpopular law, the Volstead Act (Prohibition); and the onset of the automobile age creating the challenge of traffic control, driver behavior, and parking, all required new strategies and organization for leadership and training for officers of the law; and

WHEREAS, Fort Pierce wishes to honor the Fort Pierce Police Department and all who laid the groundwork of a professional law enforcement department, including dealing with rumrunners and roads that went from horse and buggy transport to streets crowded with Tin Lizzies; and

WHEREAS, keeping the peace and protecting the citizenry in the Roaring Twenties inaugurated many practices which we take for granted today: blue uniforms in 1924; creation of desk sergeants and complaint forms in 1926; white stop signs stenciled on the pavement at intersections of avenues Delaware, Orange, and A at 4th and 2nd; and a communication system consisting of five telephones on strategic corners to be used by patrolmen and citizens to report anything amiss in 1927; and

WHEREAS, Fort Pierce wishes to honor the police force who served the city during the Great Depression when the economy caused deprivation; through World War II when our police force cooperated with the military police and thousands of sailors came to the Amphibious Training Base at Fort Pierce; through the 50s, 60s and on to the turn of the century and beyond when African Americans and women were welcomed to the force; and

WHEREAS, Fort Pierce wishes to especially honor the highly professional police department of today for living up to its motto "In Honor We Serve:" fighting and preventing crime; making a priority of community outreach; caring for victims; embracing diversity, providing outstanding leadership for civilian personnel and sworn officers by Chief Diane Hobley-Burney, and Deputy Chiefs Kenny Norris and Robert Ridle.

NOW, THEREFORE, I, Linda Hudson, by virtue of the authority vested in me as **Mayor** of the City of Fort Pierce do hearby proclaim March 21st through April 22nd as

City of Fort Pierce Police Department 100th Anniversary

in the City of Fort Pierce and encourage our citizens to Back the Blue By participating in the events marking the Centennial.

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 20th day of March, 2023.

_____

MAYOR/COMMISSIONER

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

City Commission Regular Meeting - 5:05 pm **7. a.**

Meeting Date: 03/20/2023

Re: Letter from Doretha Hair Truesdell

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Doretha Hair Truesdell, President of the Original Florida Hall of Fame Highwaymen, Inc., thanking Brittany Marinello, Grants Division Manager, and her team for their efforts in making the Sixth Annual Highwaymen Heritage Trail and Art Show Festival a huge success.

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2023 10:54 AM

Form Started By: Jennifer Robinson Started On: 03/15/2023 10:23 AM

Final Approval Date: 03/15/2023

Original Florida Hall of Fame Highwaymen Inc.
P.O. Box 1254
Fort Pierce, Florida 34954

RECEIVED
MAR 07 2023
FINANCE DEPT.

February 27, 2023

City of Fort Pierce
100 North U.S. #1
Fort Pierce, Fl 34950

Attn: Mayor and Commissioners

Dear Mayor and Commissioners:

On behalf of the Original Florida Hall of Fame Highwaymen, Inc. I am addressing this letter to you to acknowledge the hard work Mrs. Brittany Marinello, Grants Division Manager and her team put into making the Sixth Annual Highwaymen Heritage Trail and Art Show Festival the great success it was. Make no mistake, it was a huge success. Accolades are still pouring in from participants in the Festival. Mrs. Marinello and her team organized this Festival in a new venue for all attendees and made it a great event for artists and buyers alike. Visitors are already planning their return for the Highwaymen Festival next year.

City of Fort Pierce, thank you and your amazing staff from all Departments participating to make the Highwaymen Festival a success. It was a wonderful day with the Highwaymen Heritage Trail Tour, including a stop at the "Coming Soon" Highwaymen Museum, the art of the Highwaymen and 2nd generation Highwaymen.

We appreciate your support and look forward to working with The City of Fort Pierce on the Seventh Annual Highwaymen Heritage Trail and Art Show Festival.

Again, our sincerest thank you to Mrs. Brittany Marinello and her wonderful team and to the City of Fort Pierce.

Sincerely,

Doretha Hair Truesdell

Doretha Hair Truesdell, President
Original Florida Hall of Fame Highwaymen, Inc.

City Commission Regular Meeting - 5:05 pm **7. b.**

Meeting Date: 03/20/2023

Re: Letter from Mrs. McDonald

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Thank you card from Mrs. Pam McDonald expressing her gratitude for Police Officer Samantha Reid's assistance to her husband while they were downtown.

Attachments

Thank You Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2023 10:55 AM

Form Started By: Jennifer Robinson Started On: 03/15/2023 10:30 AM

Final Approval Date: 03/15/2023

Dear Lt. Guillet,

Officer Reid recently helped my husband, Kent McDonald, when he became disoriented in downtown Ft. Pierce. She was fantastic! She made what could have been a very serious problem very controlled and much easier for me. I am extremely grateful

for her care and understanding. I am very thankful that

Hallmark

SIGNATURE

Fort Pierce has such wonderful officers on duty.

Sincerely,
Pam McDonald

LAD 936-3

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HALLMARK MARKETING COMPANY, LLC
MADE IN VIETNAM

City Commission Regular Meeting - 5:05 pm **10. a.**

Meeting Date: 03/20/2023

Re: Brightline

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Brightline Train Education and Awareness

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/06/2023 03:49 PM

Form Started By: Jennifer Robinson Started On: 03/01/2023 10:52 AM

Final Approval Date: 03/06/2023

City Commission Regular Meeting - 5:05 pm **11. a.**

Meeting Date: 03/20/2023

Re: First Addendum to Agreement Between the City of Fort Pierce and St. Lucie County to Exchange Rights of Way

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of First Addendum to Agreement Between the City of Fort Pierce and St. Lucie County to Exchange Rights of Way and extend the Feasibility Determination Period 120-days.

SUMMARY:

As part of the exchange agreement between the City and County for rights of way in and around the port area, the County has requested an extension of 120-days (June 13, 2023), to conduct additional Phase II Environmental Assessments.

RECOMMENDATION:

Recommend approval

ALTERNATIVES:

Deny additional time.

RESPONSIBLE STAFF:

City Manager
City Attorney
City Engineer

COORDINATED WITH:

St. Lucie County

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2023
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

No fiscal impact

Attachments

First Addendum

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2023 11:42 AM

Form Started By: John Andrews
Started On: 02/28/2023 03:08 PM
Final Approval Date: 03/01/2023

FIRST ADDENDUM TO AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND ST. LUCIE COUNTY TO EXCHANGE RIGHTS OF WAY
C22-11-904

This First Addendum is attached to and made a part of that certain Agreement between The City of Fort Pierce and St. Lucie County to exchange rights of way (hereinafter "City") on November 7, and approved by the St. Lucie County Board of County Commissioners (hereinafter "County") on November 15, 2022.

1. Paragraph 2, Feasibility Determination Period, states each party shall have 90-days (February 13, 2023) from the effective date to undertake such physical inspections, test, surveys and other investigations as may be deemed necessary to evaluate the feasibility of the exchange of parcels.
2. Paragraph 8, Closing, states the closing shall take place thirty (30) days after the expiration of the Feasibility Determination Period from the end of the due diligence period.
3. The parties agree to extend the Feasibility Determination Period 120-days (June 13, 2023), to allow the County to conduct additional Phase II Environmental Assessments as may be deemed necessary to evaluate the exchange.
4. In all other respects, the terms and conditions of the contract shall remain in full force and effect.

EXECUTED by the CITY this _____ day of _____, 2023.

ATTEST:

_____
City Clerk

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal Corporation

_____
Mayor
Date: _____

APPROVED AS TO FORM AND CORRECTNESS

_____
City Attorney

EXECUTED by the COUNTY this _____ day of _____, 2023.

By:_____
Interim County Administrator

APPROVED AS TO FORM AND CORRECTNESS

_____
County Attorney

City Commission Regular Meeting - 5:05 pm **11. b.**

Meeting Date: 03/20/2023

Re: Avenue B Dry Utility Installation - Piggyback FPUA Contract with Mastec

Submitted For: Selena Griffett, Project Engineer, Engineering

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SUBJECT:

Approval to piggyback the FPUA contract with Mastec North America, Inc. and a Purchase Order in the amount of $273,561.36, to install conduits and related fixtures for AT&T and Comcast for the Avenue B Roadway Construction Project.

SUMMARY:

In an effort to minimize time and cost to the Avenue B Roadway construction project, staff contacted Mastec to provide a construction cost estimate to install conduit and related fixtures to accommodate both AT&T and Comcast relocations along the project limits. Staff requested a cost proposal from the prime contractor, Heavy Civil, and from Mastec. Heavy Civil's cost proposal for this additional work was $367,845.00. Mastec's proposal for this work is $273,561.36.

Mastec will be performing the FPUA underground relocations for the project.

Additionally, both AT&T and Comcast have notified the City of the intent to provide invoices for their "design and relocation" work. These will be provided under separate cover.

RECOMMENDATION:

Staff is requesting approval of a Purchase Order in the amount of $273,561.36 be issued to Mastec, piggybacking FPUA unit price contract with Mastec, to perform the installation of conduits and related fixtures for AT&T and Comcast.

ALTERNATIVES:

The City may award a Change Order to Heavy Civil, Inc in the amount of $367,845.00 or the City could issue an RFQ for the additional dry utility work which would delay the project a minimum of 90 days.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

City Engineer
Purchasing

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2023
Account: 114-1111-519-6310
Amount: $273,561.36
FISCAL IMPACT:
Funds to be provided by the Infrastructure Surtax Account 114-1111-519-6310

Attachments

Cost Proposal
Mastec-FPUA Contract
Quote Letter
Quote backup

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/14/2023 10:17 AM
City Manager	Nick Mimms	03/15/2023 10:45 AM
Form Started By: Selena Griffett		Started On: 03/06/2023 08:51 AM
Final Approval Date: 03/15/2023		

Selena Griffett

From: Kevin Brickman <Kevin.Brickman@mastec.com>
Sent: Wednesday, February 15, 2023 10:47 AM
To: Selena Griffett
Subject: RE: Avenue B Dry Utility Installation

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Good morning, Selena,

Material quotes came back and a I ran a quick estimate of the ATT and Comcast scope as depicted in the prints received and per your instructions. This quote does not include restoration of any kind as clarified below.
The pricing below is for estimated quantities utilizing the FPUA unit price contract. Actual installed quantities will be billed. MasTec may require the City of FT Pierce to sign a piggyback agreement to move forward.

Labor Total = $173,131.86
Material Total = $100,429.50
L&M Total = $273,561.36

Please let me know if you want me to proceed with submitting an official quote for this work.

Thank You,

Kevin T. Brickman
Area Manager
MasTec Utility Services Group
1819 Totten Road
Fort Pierce, FL 34947
Mobile: 772-579-6329
Office: 772-466-2426
Fax: 772-466-2441
Email: kevin.brickman@mastec.com

MasTec

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From: Kevin Brickman
Sent: Wednesday, February 8, 2023 3:33 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>
Subject: RE: Avenue B Dry Utility Installation

Perfect. Thank you Selena.

Thank You,

Kevin T. Brickman
Area Manager
MasTec Utility Services Group
1819 Totten Road
Fort Pierce, FL 34947
Mobile: 772-579-6329
Office: 772-466-2426
Fax: 772-466-2441
Email: kevin.brickman@mastec.com

MasTec

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From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Wednesday, February 8, 2023 3:32 PM
To: Kevin Brickman <Kevin.Brickman@mastec.com>
Subject: [External] RE: Avenue B Dry Utility Installation

This Message Is From an External Sender
This message came from outside your organization.

Hi Kevin,

Please see my answers below.

I hope that answers your questions.

Selena Griffett PE | Project Engineer | City of Fort Pierce
Engineering Department

THE SUNRISE CITY
FORT PIERCE
Florida

From: Kevin Brickman <Kevin.Brickman@mastec.com>
Sent: Wednesday, February 8, 2023 3:27 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>
Subject: RE: Avenue B Dry Utility Installation

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Good afternoon, Selena,

We are working on the quote, pending material quotes to come back. Can you help with the scope clarification questions below.

1. Will ATT/Comcast trenchline restoration be covered in the ROW improvements or add it as a line item to the estimate? This should be included in the ROW work as they will need to confirm proper compaction for the sidewalk installation.
2. Will density testing be required or add it as a line item to the estimate? (trenchline will be compacted) Yes, density testing will be required. I will tell Heavy Civil to add it to their Geotech.
3. Will a construction survey be required for the ATT/Comcast installation or add it as a line item to the estimate? (Tight ROW will need to adjust to fit?) I don't think a survey is necessary if you can provide a red-line as-built, as you note, with tight access, just some general locations on a marked up plan should suffice.

Thank You,

Kevin T. Brickman
Area Manager
MasTec Utility Services Group
1819 Totten Road
Fort Pierce, FL 34947
Mobile: 772-579-6329
Office: 772-466-2426
Fax: 772-466-2441
Email: kevin.brickman@mastec.com

COMMITMENT INVOLVEMENT ACCOUNTABILITY
MasTec
SAFETY IS YOU

MasTec

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From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Friday, February 3, 2023 1:49 PM
To: Kevin Brickman <Kevin.Brickman@mastec.com>
Subject: [External] Avenue B Dry Utility Installation

This Message Is From an External Sender

This message came from outside your organization.

Good Afternoon Kevin,

I had a meeting with Comcast on January 13 to discuss their needs.

Comcast stated they would need 2 – 2" conduit for the trunk line, and 2" laterals.

I would give first priority/location to FPUA, second to AT&T, then Comcast since they have provided very little information on their needs.

I have attached the Change Order estimate provided by Heavy Civil, and a quick and dirty estimate I did, for your use/information.

The new contact at Comcast is : Henes, Timothy TimothyAllen_Henes@comcast.com

Please let me know if I forgot anything.

Selena Griffett PE | Project Engineer | City of Fort Pierce
Engineering Department
Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website [cityoffortpierce.com] | Facebook [facebook.com] | Survey [cityoffortpierce.com]

THE SUNRISE CITY
FORT PIERCE
Florida

FORT PIERCE UTILITIES AUTHORITY AGREEMENT
FOR
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

Agreement is made this between Fort Pierce Utilities Authority (FPUA) and MasTec North America, Inc., of the City of Coral Gables, State of Florida, hereinafter referred to as Contractor.

The parties to this Agreement in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA. Terms used in this Agreement, which are defined in the Standard General Conditions of the Construction Contract (Standard General Conditions), shall have the meanings assigned to them in the Standard General Conditions or as modified in the Supplementary Conditions.

Section 2

Contractor is hereby contracted with to perform the following services: Installation and/or repair of electric underground facilities in accordance with Bid No. ITB 22-06, attachment B AND FEMA Addendum 00510A appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Agreement.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: FPUA electric service territory

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Electric Underground Unit Price Contract, Bid No. ITB 22-06 job.

Section 5

Contractor shall be paid by FPUA in the following manner: Task Orders with Monthly Progress Payments and in accordance with the Local Government Prompt Payment Act, Sections 218.70-79. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total annual job price: not to exceed $750,000.00 (Seven hundred fifty thousand dollars and no cents) annually, on the terms contained in Contractor's said Bid for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Agreement.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Agreement, during the performance of this Agreement, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Contract Documents, which comprise the entire agreement between FPUA and Contractor, are designated as follows:

1. This Agreement
2. Drug-Free Work Place Form
3. Trench Safety Act Certification of Compliance
4. Non-Collusion Affidavit
5. Performance Bond
6. Payment Bond
7. Notice of Award
8. Notice to Proceed
9. Task Order
10. Certificate of Substantial Completion
11. Affidavit
12. Final Release of Lien
13. Application for Payment
14. Change Order
15. Bid Form
16. Standard General Conditions
17. Supplementary Conditions
18. Specifications (materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto)
19. Exhibit T – PVC Conduit & Fittings Technical Specifications
20. All Addenda
21. Documentation submitted by Contractor prior to Notice of Award: Contractor's Bid Submission pages 1 to 62, inclusive, and Best and Final Offer (BAFO) Acceptance dated 09/06/2022.

22. The following, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the Standard General Conditions.

The documents listed following 1 above are incorporated here by reference expressly made part of this Agreement except as noted otherwise above. There are no Contract Documents other than those listed above in this Section 8.

Section 9

This Agreement shall commence on October 5, 2022 and end on September 30, 2023. There shall be four (4), one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties, with escalation agreed upon in but not to exceed the Engineering News Record Construction Cost Yearly Average Index (ENR) and not-to-exceed factor of 3%. This Agreement will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

This Agreement may be terminated in accordance with Article 15 of the Standard General Conditions.

Section 13

A. **Indemnification.** Contractor's indemnification shall be in accordance with Article 6.20 of the Standard General Conditions.
B. **Audit Rights.** In accordance with section 2-439 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
C. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written approval of FPUA.
D. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
E. **Choice of Law and Venue**. This Agreement shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
F. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, effective January 1, 2021, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the

work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract with, or subcontract with any person not authorized to work in the united states, and the contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. A contract terminated under 448.095(2)(c) is not a breach of contract and may not be considered as such.

G. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for $1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

H. **Public Records.**

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 PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

1) Keep and maintain public records required by FPUA to perform the service;

2) Upon request from FPUA's custodian of public records, provide FPUA 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 or as otherwise provided by law;

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;

4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform

the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year set forth below.

Signed, sealed and delivered in the presence of:

MASTEC NORTH AMERICA, INC.

BY: _____
Signature/Officer of Firm (Manual)

Jeffrey C. Schmidt P.E.
Name (Typed or Printed)

TITLE: Executive Vice President

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: 10/18/22

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

SECTION III – REQUIRED LIMITS OF INSURANCE

ATTACHMENT A

TYPE III

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA (and if required the project engineer) and its members, officials, officers and employees.

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

Part One:	"Statutory"	
Part Two:	$ 500,000	(Each Accident)
	$ 500,000	(Disease-Each Employee)
	$1,000,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability policy. FPUA (and if required the project engineer) and its board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

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

Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in

the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

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

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

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

Professional Liability - If the Contract includes a requirement for professional liability insurance, such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Each Occurrence/Annual Aggregate	$1,000,000 Project Specific

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

SECTION III – REQUIRED LIMITS OF INSURANCE

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:
FPUA (and if required the project engineer) and its board members, officials, officers and employees

Certificate Holder
Fort Pierce Utilities Authority
Attn: Risk Management
PO Box 3191
Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpua.com

(Rev. 2/2019)

ATTACHMENT B

Fort Pierce Utilities Authority
Regulatory Affairs
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

September 2, 2022

VIA E-MAIL TO: Maureen.popovich@mastec.com

Mastec North America, Inc.
800 S Douglas Road
Coral Gables, FL 33134

RE: ITB No. 22-06 – ELECTRIC UNDERGROUND UNIT PRICE CONTRACT- BEST AND FINAL OFFER

Dear Mr. Mas:

Fort Pierce Utilities Authority (FPUA) has reviewed the bid that your company submitted in response to ITB No. 22-06 Electric Underground Unit Price Contract, along with the other submitted bids. At the Non-mandatory pre-bid meeting FPUA confirmed that two or more contractors would be selected. Due to the substantial disparity across the bids submitted, it will be nearly impossible to ensure there is equity between the required utility work and the assigned contractor(s).

Therefore, FPUA is proposing the attached revised/averaged FPUA Best and Final Offer (BAFO) Unit Price Bid Form (Attachment A) for your company's consideration. Please submit the BAFO form as a replacement for your original ITB Response Form submittal. You must submit the BAFO to the Fort Pierce Utilities Authority, Purchasing Program Manager, on or before Wednesday, September 14, 2022 by 2:00 PM to be considered for selection for contract negotiations.
This document must be signed by a company officer or director listed on the company's Annual Report that is filed with the State of Florida (Florida Division of Corporations (www.sunbiz.org).

If signed by someone other than one of the people listed on the attached Annual Report, please include a copy of a Secretary's Certificate, Board Resolution or other documentation to show that they have the authority to sign contracts for the company.

If two or more contractors do not accept the FPUA revised Bid Form, FPUA will recommend award of the contract to the responsible bidder with the lowest overall responsive bid.

This letter is only an invitation to participate further in the Bid process; it does not convey or imply anything more. This letter is not intended to be an award of the bid or binding commitment to contract, nor will FPUA be obligated in any manner until a formal written contract has been executed by all necessary parties.

Sincerely,

Nancy J. Palka

Nancy Palka
Purchasing Program Manager

Enclosure

ATTACHMENT B

BEST AND FINAL OFFER

FORT PIERCE UTILITIES AUTHORITY
INVITATION TO BID (ITB) NO. 22-06
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

Requested By: Nancy J. Palka, Purchasing Program Manager
Phone: 772-466-1600 x3272

Submit by: 2:00 PM, Wednesday, September 14, 2022 by mail, personal delivery, e-mail.

E-mail Preferred

Mailing Address: PO Box 3191, Fort Pierce, FL 34948-3191
Physical Address: 500 Boston Avenue, Fort Pierce, FL 34950-4291
E-mail: PurchasingManager@FPUA.com
Fax: 772-465-0267

This document represents your "Best and Final Offer" and shall be made part of your response to ITB No. 22-06. This "Best and Final Offer" will supersede any and all other bid offers submitted by your firm.

BID RESPONSE SUBMISSION OF:
Mastec North America, Inc.
800 S Douglas Road
Coral Gables, FL 33134

Contractor agrees to the "price not to exceed" for labor unit price, and the material cost plus markup percentage for the FPUA Best and Final Offer (BAFO) Unit Price Bid Form for Invitation to Bid No. 22-06, Attachment A.

Your signature here indicates acceptance of the "Best and Final Offer" for the unit prices stated in the FPUA BAFO Unit Price Bid Form for Invitation to Bid No. 22-06.

(Authorized Signature)

Jeffrey C. Schmidt, P.E., Executive Vice President
(Printed Name/Title)

09/06/2022
(Date)

ATTACHMENT B
BEST AND FINAL OFFER PRICING

MASTEC

Dated: 9/2/2022 EM/NP	BEST AND FINAL OFFER (bafo) BID FORM FOR ITB NO. 22-06	FPUA Best and Final Offer (BAFO) Unit Orice Bid Form Bid No. 22-06
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT		
BOTH CIVIL and ELECTRICAL CONTRACTORS		

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
	A - EXCAVATION AND BACKFILL - Including machine excavation, compacted backfill, placement of marking tape and normal surface restoration.							
1A	Trench, 12"W by 24" deep (top of conduit)	ft.	500	$	5.63	$ 6.10	2,812.50	3,051.56
2A	Trench, 12" W by 30" deep (top of conduit)	ft.	100	$	8.30	$ 9.01	830.00	900.55
3A	Trench, 12" W by 36" deep (top of conduit)	ft.	5000	$	9.85	$ 10.69	49,250.00	53,436.25
4A	Trench, 12" W by 42" deep (top of conduit)	ft.	500	$	10.81	$ 11.73	5,406.25	5,865.78
5A	Adder to Hand Dig, 12"W by 24" depth	ft.	125	$	4.23	$ 4.58	528.13	573.02
6A	Adder to Hand Dig, 12"W by 30" depth	ft.	25	$	5.64	$ 6.12	140.94	152.92
7A	Adder to Hand Dig, 12"W by 36" depth	ft.	100	$	6.46	$ 7.01	646.25	701.18
8A	Adder to Hand Dig, 12"W by 42" depth	ft.	100	$	6.46	$ 7.01	646.25	701.18
9A	Trench, 24"W by 24" deep (top of conduit)	ft.	100	$	5.69	$ 6.17	568.75	617.09
10A	Trench, 24" W by 30" deep (top of conduit)	ft.	100	$	8.45	$ 9.17	845.00	916.83
11A	Trench, 24" W by 36" deep (top of conduit)	ft.	5000	$	11.39	$ 12.36	56,937.50	61,777.19
12A	Trench, 24" W by 42" deep (top of conduit)	ft.	500	$	12.35	$ 13.40	6,175.00	6,699.88
13A	Adder to Hand Dig,24"W by 24" depth	ft.	25	$	3.53	$ 3.82	88.13	95.62
14A	Adder to Hand Dig, 24"W by 30" depth	ft.	25	$	6.19	$ 6.71	154.69	167.84
15A	Adder to Hand Dig, 24" W by 36" depth	ft.	100	$	7.08	$ 7.68	707.50	767.64
16A	Adder to Hand Dig, 24"W by 42" depth	ft.	100	$	7.08	$ 7.68	707.50	767.64
	B - CONDUIT INSTALLATION - Material shall adhere to FPUA specifications; elbows to have a minimum 24" radius						-	-
	BELOW GRADE						-	-
1B	Schedule 40, PVC, 2", labor only	ft.	5000	$	0.78	$ 0.84	3,875.00	4,204.38
1B-1	Schedule 40, PVC, 2", labor and material	ft.	5000				-	-
2B	Schedule 40, PVC, 3", labor only	ft.	125	$	0.79	$ 0.85	98.44	106.80
2B-1	Schedule 40, PVC, 3", labor and materials	ft.	125				-	-
3B	Schedule 40, PVC, 4", labor only	ft.	1500	$	1.40	$ 1.52	2,100.00	2,278.50
3B-1	Schedule 40, PVC, 4", labor and material	ft.	1500				-	-
4B	Schedule 80, PVC, 6", labor only	ft.	2500	$	1.58	$ 1.71	3,937.50	4,272.19
4B-1	Schedule 80, PVC, 6", labor and material	ft.	2500				-	-
5B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	20	$	2.33	$ 2.52	46.50	50.45
5B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	20				-	-
6B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	$	2.36	$ 2.56	11.81	12.82
6B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5				-	-
7B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	$	4.20	$ 4.56	21.00	22.79
7B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5				-	-
8B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	$	4.73	$ 5.13	23.63	25.63
8B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5				-	-
9B	Furnish & install 1/8" nylon pull string in conduit	ft.	18320	$	0.06	$ 0.07	1,145.00	1,242.33
10B	Install #14 Tracer Wire in conduit	ft.	1500	$	0.34	$ 0.37	506.25	549.28
11B	Install #14 Tracer Wire in trench	ft.	13000	$	0.13	$ 0.14	1,625.00	1,763.13
	C - DIRECTIONAL BORE - Includes machine grounding, bore, pipe fusing and normal surface restoration (labor only, material p						-	-
1C	Directional Bore 2"	ft.	500	$	19.70	$ 21.37	9,850.00	10,687.25
1C-1	Additional 2" with pull back	ft.	500	$	12.68	$ 13.75	6,337.50	6,876.19
2C	Directional Bore 3"	ft.	100	$	24.99	$ 27.11	2,498.75	2,711.14
2C-1	Additional 3" with pull back	ft.	100	$	16.88	$ 18.31	1,687.50	1,830.94
3C	Directional Bore 4"	ft.	1000	$	22.50	$ 24.41	22,500.00	24,412.50
3C-1	Additional 4" with pull back	ft.	1000	$	16.88	$ 18.31	16,875.00	18,309.38
4C	Directional Bore 6"	ft.	300	$	28.13	$ 30.52	8,437.50	9,154.69
4C-1	Additional 6" with pull back	ft.	300	$	21.10	$ 22.89	6,330.00	6,868.05
	D - DIRECTIONAL BORE - Includes bore pipe per FPUA specifications, machine grounding, bore, pipe fusing and normal surface restoration (labor and MATERIALS SUPPLIED BY CONTRACTOR) (COST + %) - ONLY put in COST in this section for Labor see line 292 below for %.*						-	-
1D	Directional Bore 2" Labor only*	ft.	1500	$	19.70	$ 21.37	29,550.00	32,061.75
1D-1	Additional 2" with pull back	ft.	1500	$	12.68	$ 13.75	19,012.50	20,628.56
2D	Directional Bore 3" Labor only*	ft.	150	$	24.99	$ 27.11	3,748.13	4,066.72
2D-1	Additional 3" with pull back	ft.	150	$	16.88	$ 18.31	2,531.25	2,746.41
3D	Directional Bore 4" Labor ony*	ft.	3000	$	22.50	$ 24.41	67,500.00	73,237.50
3D-1	Additional 4" with pull back	ft.	3000	$	16.88	$ 18.31	50,625.00	54,928.13
4D	Directional Bore 6" Labor only*	ft.	950	$	28.13	$ 30.52	26,718.75	28,989.84
4D-1	Additional 6" with pull back	ft.	950	$	21.10	$ 22.89	20,045.00	21,748.83

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
E - MISSILE - and normal surface restoration (25' Maximum) (labor only, material provided by FPUA)							-	-
1E	36" deep minimum (top of conduit), 2"	ft.	50	$	14.08	$ 15.27	703.75	763.57
2E	36" deep minimum (top of conduit), 3"	ft.	50	$	14.06	$ 15.26	703.13	762.89
3E	36" deep minimum (top of conduit), 4"	ft.	50	$	18.74	$ 20.33	936.88	1,016.51
F - POLYMER CABLE GUARD - (also referred to as U-GUARD) (labor only, materials provided by FPUA							-	-
1F	10 ft. sections, 2 inch	ea.	150	$	98.48	$ 106.85	14,771.25	16,026.81
2F	10 ft. sections, 5 inch	ea.	225	$	211.04	$ 228.98	47,483.44	51,519.53
G - PULL BOX (labor only, material provided by FPUA)							-	-
INSTALL							-	-
1G	Feeder Concrete Coffin 4'x6'	ea.	1	$	1,249.59	$ 1,355.80	1,249.59	1,355.80
2G	Primary Hand Hole 24"x36"	ea.	100	$	379.85	$ 412.14	37,985.00	41,213.73
3G	Secondary Hand Hole 13"x24"	ea.	100	$	133.65	$ 145.01	13,365.00	14,501.03
4G	Street Light Pull Box 10"x10"	ea.	30	$	126.61	$ 137.37	3,798.38	4,121.24
REMOVE							-	-
5G	Feeder Concrete Coffin 4'x6'	ea.	1	$	137.28	$ 148.94	137.28	148.94
6G	Primary Hand Hole 24"x36"	ea.	20	$	68.64	$ 74.47	1,372.75	1,489.43
7G	Secondary Hand Hole 13"x24"	ea.	20	$	77.38	$ 83.95	1,547.50	1,679.04
8G	Street Light Pull Box 10" x 10"	ea.	10	$	68.64	$ 74.47	686.38	744.72
MODIFY (Straighten, Level)							-	-
9G	Feeder Concrete Coffin 4'x6'	ea.	1	$	137.28	$ 148.94	137.28	148.94
10G	Primary Hand Hole 24"x36"	ea.	10	$	68.64	$ 74.47	686.38	744.72
11G	Secondary Hand Hole 13"x24"	ea.	10	$	68.64	$ 74.47	686.38	744.72
12G	Street Light Pull Box 10" x 10"	ea.	10	$	68.64	$ 74.47	686.38	744.72
H - WIRE AND CABLE							-	-
INSTALL - to include meggering, contractor must provide the necessary trailer and pulling equipment to handle three (3) six (6) foot reels - (labor only, materials provided by FPUA)							-	-
PRIMARY							-	-
1H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	40000	$	1.69	$ 1.83	67,500.00	73,237.50
2H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	500	$	1.83	$ 1.98	912.50	990.06
3H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	7000	$	1.91	$ 2.08	13,387.50	14,525.44
4H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	500	$	1.80	$ 1.95	900.00	976.50
5H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	$	2.00	$ 2.17	500.00	542.50
6H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	10000	$	2.11	$ 2.29	21,125.00	22,920.63
7H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.	3000	$	7.74	$ 8.40	23,212.50	25,185.56
SECONDARY							-	-
8H	#6 URD DUPLEX, 600V, AL	ft.	3000	$	1.34	$ 1.45	4,012.50	4,353.56
9H	#2 URD TRIPLEX, 600V, AL	ft.	100	$	1.65	$ 1.79	165.00	179.03
10H	#1/0 URD TRIPLEX, 600V, AL	ft.	11000	$	3.16	$ 3.43	34,787.50	37,744.44
11H	#4/0 URD TRIPLEX, 600V, AL	ft.	12000	$	2.81	$ 3.05	33,750.00	36,618.75
12H	350MCM URD TRIPLEX, 600V, AL	ft.	1300	$	1.65	$ 1.79	2,145.00	2,327.33
13H	500MCM URD TRIPLEX, 600V, AL	ft.	300	$	2.14	$ 2.32	641.25	695.76
14H	#1/0 URD QUADPLEX, 600V, AL	ft.	500	$	1.40	$ 1.52	700.00	759.50
15H	#4/0 URD QUADPLEX, 600V AL	ft.	200	$	1.65	$ 1.79	330.00	358.05
16H	350MCM URD QUADPLEX, 600V AL	ft.	1100	$	1.83	$ 1.98	2,007.50	2,178.14
17H	500MCM URD QUADPLEX, 600V AL	ft.	100	$	2.38	$ 2.58	237.50	257.69
18H	#4, CU, THW/THHN, 2 per conduit	ft.	100	$	1.30	$ 1.41	130.00	141.05
19H	#4, CU, THW/THHN, 3 per conduit	ft.	100	$	1.61	$ 1.75	161.25	174.96
20H	#2, CU, THW/THHN, 2 per conduit	ft.	100	$	1.30	$ 1.41	130.00	141.05
21H	#2, CU, THW/THHN, 3 per conduit	ft.	100	$	1.61	$ 1.75	161.25	174.96
22H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.43	$ 1.55	142.50	154.61
23H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	2.16	$ 2.35	216.25	234.63
24H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.43	$ 1.55	142.50	154.61
25H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	2.16	$ 2.35	216.25	234.63
26H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.43	$ 1.55	142.50	154.61
27H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	2.16	$ 2.35	216.25	234.63
28H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	1.80	$ 1.95	180.00	195.30
29H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	2.54	$ 2.75	253.75	275.32
30H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	3.61	$ 3.92	361.25	391.96
31H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	4.33	$ 4.69	432.50	469.26
32H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	5.75	$ 6.24	575.00	623.88
33H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	6.50	$ 7.05	650.00	705.25

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec		+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
	REMOVE							-	-
	PRIMARY							-	-
34H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	$	1.24	$	1.34	309.38	335.67
35H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	$	1.33	$	1.44	331.25	359.41
36H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	$	1.56	$	1.70	390.63	423.83
37H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	$	1.44	$	1.56	359.38	389.92
38H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	$	1.63	$	1.76	406.25	440.78
39H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	$	1.70	$	1.84	425.00	461.13
40H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.	250	$	5.99	$	6.50	1,496.88	1,624.11
	SECONDARY							-	-
41H	#6 OH DUPLEX, 600V, AL	ft.	100	$	1.04	$	1.13	103.75	112.57
42H	#2 OH TRIPLEX, 600V, AL	ft.	100	$	1.13	$	1.22	112.50	122.06
43H	#1/0 OH TRIPLEX, 600V, AL	ft.	100	$	1.23	$	1.33	122.50	132.91
44H	#4/0 OH TRIPLEX, 600V, AL	ft.	100	$	1.39	$	1.51	138.75	150.54
45H	350MCM OH TRIPLEX, 600V, AL	ft.	100	$	1.98	$	2.14	197.50	214.29
46H	500MCM OH TRIPLEX, 600V, AL	ft.	100	$	2.23	$	2.41	222.50	241.41
47H	#1/0 OH QUADPLEX, 600V, AL	ft.	100	$	1.39	$	1.51	138.75	150.54
48H	#4/0 OH QUADPLEX, 600V AL	ft.	100	$	1.56	$	1.70	156.25	169.53
49H	350MCM OH QUADPLEX, 600V AL	ft.	100	$	1.98	$	2.14	197.50	214.29
50H	500MCM URD QUADPLEX, 600V AL	ft.	100	$	2.23	$	2.41	222.50	241.41
51H	#4, CU, THW/THHN, 2 per conduit	ft.	100	$	1.04	$	1.13	103.75	112.57
52H	#4, CU, THW/THHN, 3 per conduit	ft.	100	$	1.30	$	1.41	130.00	141.05
53H	#2, CU, THW/THHN, 2 per conduit	ft.	100	$	1.04	$	1.13	103.75	112.57
54H	#2, CU, THW/THHN, 3 per conduit	ft.	100	$	1.30	$	1.41	130.00	141.05
55H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.18	$	1.27	117.50	127.49
56H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	1.75	$	1.90	175.00	189.88
57H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.18	$	1.27	117.50	127.49
58H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	1.75	$	1.90	175.00	189.88
59H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.18	$	1.27	117.50	127.49
60H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	1.75	$	1.90	175.00	189.88
61H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	1.44	$	1.56	143.75	155.97
62H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	2.06	$	2.24	206.25	223.78
63H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	2.94	$	3.19	293.75	318.72
64H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	3.50	$	3.80	350.00	379.75
65H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	4.66	$	5.06	466.25	505.88
66H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	5.25	$	5.70	525.00	569.63
	I - TERMINATIONS - NEMA two-hole spade lug, compression type unless otherwise noted						**(labor only**	-	-
	PRIMARY							-	-
1I	15kV ELBOW for #1/0 15kV jacketed cable	ea.	175	$	246.21	$	267.14	43,087.19	46,749.60
2I	15kV ELBOW for #4/0 15kV jacketed cable	ea.	50	$	242.11	$	262.69	12,105.63	13,134.60
3I	15kV TBODY for 1000MCM 15kV jacketed Cable	ea.	20	$	242.11	$	262.69	4,842.25	5,253.84
4I	15kV POTHEAD for #1/0 15kV jacketed cable	ea.	20	$	239.16	$	259.49	4,783.25	5,189.83
5I	15kV POTHEAD for #4/0 15kV jacketed cable	ea.	10	$	242.11	$	262.69	2,421.13	2,626.92
6I	15kV POTHEAD for 1000MCM 15kV jacketed Cable	ea.	10	$	239.16	$	259.49	2,391.63	2,594.91
	SECONDARY							-	-
7I	#6 URD, 600V, AL	ea.	1000	$	7.03	$	7.62	7,025.00	7,622.13
8I	#2 URD, 600V, AL	ea.	250	$	8.88	$	9.63	2,218.75	2,407.34
9I	#1/0 URD, 600V, AL or CU	ea.	750	$	9.71	$	10.54	7,284.38	7,903.55
10I	#4/0 URD, 600V, AL or CU	ea.	2000	$	8.09	$	8.77	16,175.00	17,549.88
11I	350MCM URD, 600V, AL or CU	ea.	100	$	11.25	$	12.21	1,125.00	1,220.63
12I	500MCM URD, 600V, AL or CU	ea.	100	$	19.70	$	21.37	1,970.00	2,137.45
13I	#4 THW/THHN, CU	ea.	100	$	7.80	$	8.46	780.00	846.30
14I	#2 THW/THHN, CU	ea.	100	$	7.80	$	8.46	780.00	846.30
15I	#1/0 THW/THHN, CU	ea.	100	$	8.50	$	9.22	850.00	922.25
16I	#2/0 THW/THHN, CU	ea.	100	$	8.50	$	9.22	850.00	922.25
17I	#4/0 THW/THHN, CU	ea.	100	$	8.50	$	9.22	850.00	922.25
18I	250MCM THW/THHN, CU	ea.	100	$	9.90	$	10.74	990.00	1,074.15
19I	500MCM THW/THHN, CU	ea.	100	$	17.00	$	18.45	1,700.00	1,844.50
20I	750MCM THW/THHN, CU	ea.	100	$	19.84	$	21.52	1,983.75	2,152.37

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
	J - SPLICES (Labor only, materials provided by FPUA)						-	-
	PRIMARY						-	-
1J	Cable, #1/0, 15kV URD, 133% Insulation	ea.	100	$	228.89	$ 248.34	22,888.75	24,834.29
2J	Cable, #4/0, 15kV URD, 133% Insulation	ea.	75	$	221.36	$ 240.18	16,602.19	18,013.37
3J	Cable, 15kV 1000MCM AL UG 133%	ea.	10	$	455.49	$ 494.20	4,554.88	4,942.04
	SECONDARY						-	-
4J	Cable, 600V, 2/#C12 W/GRD "Type "UF"	ea.	10	$	2.29	$ 2.48	22.88	24.82
5J	Wire, Copper, #4 THW/THNN	ea.	10	$	3.44	$ 3.73	34.38	37.30
6J	Wire, Black, THHN/THWN, #2 CU	ea.	10	$	3.44	$ 3.73	34.38	37.30
7J	Wire, Copper, #1/0, THW/THHN, 7 STR	ea.	10	$	5.19	$ 5.63	51.88	56.28
8J	Wire, Copper, #2/0, THW/THHN, 7 STR	ea.	10	$	5.19	$ 5.63	51.88	56.28
9J	Wire, Copper, #4/0 THW/THHN, 7 STR	ea.	10	$	5.19	$ 5.63	51.88	56.28
10J	Wire, Copper 250 MCM THW/THHN	ea.	10	$	11.53	$ 12.50	115.25	125.05
11J	Wire, Copper 500MCM THW/THHN 37 STR	ea.	10	$	17.29	$ 18.76	172.88	187.57
12J	Wire, Copper 750MCM THW/THHN 37 STR	ea.	10	$	21.91	$ 23.78	219.13	237.75
13J	Cable, 600V #6 AL DUPLE #4 NEUTRAL UG	ea.	10	$	8.31	$ 9.02	83.13	90.19
14J	Cable, 600V #2 AL TRIPLEXNEUTRAL UG	ea.	10	$	9.20	$ 9.98	92.00	99.82
15J	Cable, 600V 1/0 AL TRIPLEX URD 1/0	ea.	10	$	13.83	$ 15.00	138.25	150.00
16J	Cable, 600V 1/0 AL QUADPLEX #2 NEUTRAL	ea.	10	$	16.79	$ 18.21	167.88	182.14
17J	Cable, 600V 4/0 AL TRIPLEX 2/0 NEUTRAL UG	ea.	10	$	13.83	$ 15.00	138.25	150.00
18J	Cable, 600V 4/0 AL QUADPLEX UG 2/0 NEUTRAL	ea.	10	$	16.79	$ 18.21	167.88	182.14
19J	Cable, 600V AL 350MCM TPX UG	ea.	10	$	28.81	$ 31.26	288.13	312.62
20J	Cable, 600V 350 QPX AL UG 4/0 NEUTRAL	ea.	10	$	37.68	$ 40.88	376.75	408.77
21J	Cable, 600V AL 500MCM TPX UG	ea.	10	$	46.11	$ 50.03	461.13	500.32
	K - EQUIPMENT & PAD includes transportation from stores location to job site, fastening equipment to concrete base with lead anchors, bolts and washers - (Labor only, materials provided by FPUA)						-	-
	INSTALL - includes all grounding, ground rods, secondary connections, parking bushing, lightening arrestor and dust covers						-	-
1K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	40	$	144.91	$ 157.23	5,796.50	6,289.20
2K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	40	$	271.53	$ 294.60	10,861.00	11,784.19
3K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	15	$	844.14	$ 915.89	12,662.06	13,738.34
4K	SWITCH GEAR CABINET	ea.	20	$	967.19	$ 1,049.40	19,343.75	20,987.97
5K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	$	203.98	$ 221.31	203.98	221.31
6K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	5	$	291.03	$ 315.76	1,455.13	1,578.81
7K	Concrete Pad for Switchgear	ea.	5	$	516.16	$ 560.04	2,580.81	2,800.18
8K	Fiberglass Primary Cabinet Pad	ea.	5	$	541.11	$ 587.11	2,705.56	2,935.54
9K	Concrete Pad, Secondary Cabinet	ea.	1	$	163.21	$ 177.09	163.21	177.09
10K	Concrete Pad, 1ph transformer	ea.	50	$	163.19	$ 177.06	8,159.38	8,852.92
11K	Concrete Pad, 3ph transformer	ea.	65	$	271.53	$ 294.60	17,649.13	19,149.30
	REMOVE						-	-
12K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	$	74.94	$ 81.31	749.38	813.07
13K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	$	115.09	$ 124.87	1,150.88	1,248.70
14K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	$	386.89	$ 419.77	1,160.66	1,259.32
15K	SWITCH GEAR CABINET	ea.	5	$	358.40	$ 388.86	1,792.00	1,944.32
16K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	$	80.66	$ 87.52	80.66	87.52
17K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	$	115.09	$ 124.87	115.09	124.87
18K	Concrete Pad for Switchgear	ea.	1	$	204.15	$ 221.50	204.15	221.50
19K	Fiberglass Primary Cabinet Pad	ea.	1	$	214.00	$ 232.19	214.00	232.19
20K	Concrete Pad, Secondary Cabinet	ea.	1	$	65.60	$ 71.18	65.60	71.18
21K	Concrete Pad, 1ph transformer	ea.	15	$	66.13	$ 71.75	991.88	1,076.18
22K	Concrete Pad, 3ph transformer	ea.	20	$	55.80	$ 60.54	1,116.00	1,210.86
	MODIFY (Straighten, Level)						-	-
23K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	$	71.19	$ 77.24	711.88	772.38
24K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	$	109.34	$ 118.63	1,093.38	1,186.31
25K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	$	318.30	$ 345.36	954.90	1,036.07
26K	SWITCH GEAR	ea.	1	$	340.46	$ 369.40	340.46	369.40
27K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	$	80.08	$ 86.88	80.08	86.88
28K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	$	109.34	$ 118.63	109.34	118.63

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description		Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
	MISC							-	-
29K	Concrete Pad, Adder for 6 inch increments above 12"		ea.	20	$	93.75	$ 101.72	1,875.00	2,034.38
	L - OUTDOOR & STREET LIGHT - (labor only, materials provided by FPUA)							-	-
1L	Pole: 18' cement, 14' above ground		ea.	100	$	134.50	$ 145.93	13,450.00	14,593.25
2L	One Light: Decorative fixture or single pole top		ea.	100	$	70.46	$ 76.45	7,046.25	7,645.18
3L	Two Light: Decorative fixture or single pole top		ea.	10	$	98.61	$ 106.99	986.13	1,069.95
4L	Three Light: Decorative fixture or single pole top		ea.	5	$	126.75	$ 137.52	633.75	687.62
5L	Four Light: Decorative fixture or single pole top		ea.	1	$	140.83	$ 152.80	140.83	152.80
6L	Five Light: Decorative fixture or single pole top		ea.	1	$	168.95	$ 183.31	168.95	183.31
7L	Base, Decorative Street Light Aluminum, 2"x4", 6"		ea.	10	$	340.01	$ 368.91	3,400.13	3,689.14
8L	Concrete Street Light Pole Base (Spread Footer)		ea.	10	$	358.70	$ 389.19	3,587.00	3,891.90
9L	Prefabricated Street Light Pole Base		ea.	10	$	341.88	$ 370.93	3,418.75	3,709.34
10L	Photo Cell / Short Cap		ea.	150	$	34.00	$ 36.89	5,100.00	5,533.50
11L	Replace Lamp / Refractor		ea.	10	$	34.00	$ 36.89	340.00	368.90
12L	Pull Cable Thru Pole		ea.	100	$	45.34	$ 49.19	4,533.75	4,919.12
	M - MISCELLANEOUS - (labor and MATERIALS SUPPLIED BY CONTRACTOR) COST+ % - ONLY put in COST in this section for Labor see line 2							-	-
	INSTALL							-	-
1M	Surface Restoration-Sod	Labor only*	sq. ft.	15000	$	1.00	$ 1.09	15,000.00	16,275.00
2M	Asphalt Repair	Labor only*	sq. ft.	2500	$	9.00	$ 9.77	22,500.00	24,412.50
3M	Concrete Repair	Labor only*	sq. ft.	2500	$	10.00	$ 10.85	25,000.00	27,125.00
4M	Soil Compaction Test		ea.	10	$	156.19	$ 169.46	1,561.88	1,694.63
5M	Seed & Mulch	Labor only*	sq. ft	2500	$	0.25	$ 0.27	625.00	678.13
6M	Removable bollard	Labor only*	ea.	40	$	300.00	$ 325.50	12,000.00	13,020.00
7M	Permanent bollard	Labor only*	ea.	100	$	200.00	$ 217.00	20,000.00	21,700.00
	REMOVE							-	-
8M	Asphalt Removal		sq. ft.	4000	$	2.68	$ 2.90	10,700.00	11,609.50
9M	Concrete Removal		sq. ft.	4000	$	3.51	$ 3.81	14,050.00	15,244.25
	N - MISCELLANEOUS CONSTRUCTION HOURS (to be used on T&E task orders only)							-	-
1N	Working Foreman		per hr.	250	$	77.38	$ 83.95	19,343.75	20,987.97
2N	Working Foreman Overtime		per hr.	50	$	100.28	$ 108.80	5,013.75	5,439.92
3N	Equipment Operator		per hr.	250	$	56.28	$ 61.06	14,068.75	15,264.59
4N	Equipment Operator Overtime		per hr.	50	$	76.05	$ 82.51	3,802.50	4,125.71
5N	Laborer		per hr.	500	$	36.58	$ 39.68	18,287.50	19,841.94
6N	Laborer Overtime		per hr.	100	$	44.80	$ 48.61	4,480.00	4,860.80
7N	Lineman (N/A)		per hr.	100	$	-	$ -	-	-
8N	Lineman Overtime (N/A)		per hr.	25	$	-	$ -	-	-
9N	Apprentice Lineman		per hr.	50	$	42.94	$ 46.59	2,146.88	2,329.36
10N	Apprentice Lineman Overtime		per hr.	10	$	64.43	$ 69.90	644.25	699.01
11N	Cable Lift Truck		per hr.	25	$	23.34	$ 25.32	583.44	633.03
12N	Air Compressor		per hr.	1000	$	10.99	$ 11.92	10,987.50	11,921.44
13N	Concrete Saw (inc. blade)		per hr.	100	$	6.88	$ 7.46	687.50	745.94
14N	Flat Bed Truck		per hr.	125	$	28.15	$ 30.54	3,518.75	3,817.84
15N	Pump (up to 4")		per hr.	25	$	10.99	$ 11.92	274.69	298.04
16N	Pulling Truck		per hr.	125	$	32.41	$ 35.17	4,051.56	4,395.95
17N	Pole Truck		per hr.	50	$	78.10	$ 84.74	3,905.00	4,236.93
18N	Tractor Trailer		per hr.	125	$	89.84	$ 97.47	11,229.69	12,184.21
19N	50' Bucket Truck		per hr.	50	$	98.48	$ 106.85	4,923.75	5,342.27
20N	Pickup Truck		per hr.	250	$	16.88	$ 18.31	4,218.75	4,577.34
21N	Splicing Van		per hr.	10	$	16.46	$ 17.86	164.63	178.62
22N	Dump Truck		per hr.	50	$	56.28	$ 61.06	2,813.75	3,052.92
23N	Rubber Tire Backhoe		per hr.	250	$	70.35	$ 76.33	17,587.50	19,082.44
								1,332,393.04	1,445,646.45
	MATERIALS (ONLY) MARKUP PERCENTAGE: COST PLUS					20%	15%		

FEMA ADDENDUM
TO FPUA GENERAL TERMS AND CONDITIONS
FEMA REQUIRED CONTRACT PROVISIONS
(CONSTRUCTION)

The following contract provisions shall apply to any and all purchases of services or equipment that is subject to funding or reimbursement through the Federal Emergency Management Agency (FEMA).

A. Administrative, Contractual or Legal Remedies.
(For contracts exceeding $150,000)
If the Contractor fails to perform any material requirement or violates any material provision of this Contract, FPUA shall provide written notice that the breach or noncompliance be corrected within 10 (ten) days of Contractor's receipt of such notice. Failure to comply within the time specified shall result in the termination of the Contract in accordance with its terms, and at FPUA's discretion may provide justification for rejection of any future bids, awards or contracts with Contractor.

B. Contract Work Hours and Safety Standards Act.
(For contracts exceeding $100,000)
Compliance with the Contract Work Hours and Safety Standards Act:

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 (b)(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 (b) (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* FPUA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

C. Clean Air Act and the Federal Water Pollution Control Act.
(For contracts exceeding $150,000)

(i) Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(ii) Federal Water Pollution Control Act:

1. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
2. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
3. The Contractor agrees to report each violation to FPUA and understands and agrees that the FPUA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
4. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by FPUA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FPUA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Procurement of Recovered Materials.

To the extent possible Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product (1) cannot be acquired competitively in the marketplace or within the required timeframe at a reasonable price. Information about this requirement and the list of EPA-designated items see: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Access to Records:

The following access to records requirements apply to this contract: The Contractor agrees to provide FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the FPUA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

G. DHS Seal, Logo and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or the likenesses of DHS agency officials without specific FEMA pre-approval.

H. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of this contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

I. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the FPUA, Contractor, or any other party pertaining to any matter resulting from the contract.

J. Program Fraud and False or Fraudulent Statements or Related Acts.
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to this Contract.

K. Equal Employment Opportunity.
[Required when the BID/RFP or contract is for construction, or the supervision or inspection of construction work, or other on-site functions related to construction].
During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by on or behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

L. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractor shall provide a signed copy of the **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM** attached hereto. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, or a member, officer or employee of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contractor shall require that this paragraph and a copy of the BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM is included in all Contracts with its subcontractors.

MasTec

SECRETARY'S CERTIFICATE

The undersigned, being the Executive Vice President and Secretary of **MASTEC NORTH AMERICA, INC.,** a Florida corporation ("MasTec"), hereby certifies on behalf of MasTec, to the best of his knowledge, information and belief:

(1) He holds the offices with respect to MasTec as set forth below;

(2) MasTec is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and

(3) Jeffrey C. Schmidt, P.E. is a duly qualified and acting Executive Vice President – Utility Services Division of MasTec and he continues to occupy such office as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of February, 2021.

Alberto de Cardenas
Executive Vice President and Secretary

(CORPORATE SEAL)

MasTec North America, Inc. CORPORATE SEAL 1998 FLORIDA

MasTec

MasTec North America, Inc.
1819 Totten Road
Fort Pierce, Florida

City of FT Pierce- Selena Griffett
ATT/Comcast Conduit Install
Avenue B - 8th to 13th Street

Date: **03/13/23**

Item #	Description	Quantity	Each	Amount
01	Installation of ATT and Comcast Conduit and Pedistals	1	$ 173,135.19	$ 173,135.19
02	Material	1	$ 87,330.00	$ 87,330.00
03	Material Markup 15%	1	$ 13,099.50	$ 13,099.50

Quote Includes

Furnish all Labor and Material for a complete conduit system for ATT and Comcast per the ATT plans provided by the City of Ft Pierce. Per instructions, except for the conduit size of 2" PVC, Comcast installation will mirror the ATT plan. ATT and Comcast to furnish pedistals. See attached for unit quantities.

Estimated quantities were quoted, actual quantities will be billed.

Quote Does Not Include

Site survey or certified asbuilts, Permitting, MOT, Restoration of any kind. Additionally if any out of scope work occurs, the FPUA Electric Unit Price Contract will be utilized.

SUBTOTAL **$ 273,564.69**

Quote TOTAL: **$ 273,564.69**

PLEASE TEAR OFF - ATTACH TO REMITTANCE, THANK YOU

AUTHORIZATION: _____ **SALES TAX** _____

DATE	INVOICE NUMBER	AMOUNT	CUST. NO.	ACCT

Mastec

Cost Quote - Avenue B - 8th Street to 13th Street

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price	Total Unit Price
	A - EXCAVATION AND BACKFILL				
2022- 1A	Trench, 12”W by 24” deep (top of conduit)	ft.		$ 6.10	$ -
2022- 2A	Trench, 12” W by 30” deep (top of conduit)	ft.		$ 9.01	$ -
2022- 3A	Trench, 12” W by 36” deep (top of conduit)	ft.	**3,050**	$ 10.69	$ 32,604.50
2022- 4A	Trench, 12” W by 42” deep (top of conduit)	ft.		$ 11.73	$ -
2022- 5A	Adder to Hand Dig, 12"W by 24” depth	ft.		$ 4.58	$ -
2022- 6A	Adder to Hand Dig, 12"W by 30” depth	ft.		$ 6.12	$ -
2022- 7A	Adder to Hand Dig, 12"W by 36” depth	ft.		$ 7.01	$ -
2022- 8A	Adder to Hand Dig, 12"W by 42” depth	ft.		$ 7.01	$ -
2022- 9A	Trench, 24”W by 24” deep (top of conduit)	ft.		$ 6.17	$ -
2022- 10A	Trench, 24” W by 30” deep (top of conduit)	ft.		$ 9.17	$ -
2022- 11A	Trench, 24” W by 36” deep (top of conduit)	ft.		$ 12.36	$ -
2022- 12A	Trench, 24” W by 42” deep (top of conduit)	ft.		$ 13.40	$ -
2022- 13A	Adder to Hand Dig,24"W by 24” depth	ft.		$ 3.82	$ -
2022- 14A	Adder to Hand Dig, 24"W by 30” depth	ft.		$ 6.71	$ -
2022- 15A	Adder to Hand Dig, 24" W by 36” depth	ft.		$ 7.68	$ -
2022- 16A	Adder to Hand Dig, 24"W by 42” depth	ft.		$ 7.68	$ -
				SUB TOTAL	32,604.50
	B - CONDUIT INSTALLATION - Material shall adhere to FPUA specifications; elbows to have a minimum 24" radius				
	BELOW GRADE				
2022- 1B	Schedule 40, PVC, 2", labor only	ft.	**6,900**	$ 0.84	$ 5,796.00
2022- 1B-1	Schedule 40, PVC, 2", labor and material	ft.		$	$
2022- 2B	Schedule 40, PVC, 3", labor only	ft.		$ 0.85	$ -
2022- 2B-1	Schedule 40, PVC, 3", labor and materials	ft.		$ -	$ -
2022- 3B	Schedule 40, PVC, 4", labor only	ft.	**5,000**	$ 1.52	$ 7,600.00
2022- 3B-1	Schedule 40, PVC, 4", labor and material	ft.		$ -	$ -
2022- 4B	Schedule 80, PVC, 6", labor only	ft.		$ 1.71	$ -
2022- 4B-1	Schedule 80, PVC, 6", labor and material	ft.		$ -	$ -
2022- 5B	2", labor only	ea.	**135**	$ 2.52	$ 340.20
2022- 5B-1	2", labor and material	ea.		$ -	$ -
2022- 6B	3", labor only	ea.		$ 2.56	$ -
2022- 6B-1	3", labor and material	ea.		$ -	$ -
2022- 7B	4", labor only	ea.	**70**	$ 4.56	$ 319.20
2022-7B-1	4", labor and material	ea.		$ -	$ -
2022-8B	6", labor only	ea.		$ 5.13	$ -
2022-8B-1	6", labor and material	ea.		$ -	$ -
2022- 9B	Furnish & install 1/8” nylon pull string in conduit	ft.		$ 0.07	$ -
2022- 10B	Install #14 Tracer Wire in conduit	ft.		$ 0.37	$ -
2022- 11B	Install #14 Tracer Wire in trench	ft.		$ 0.14	$ -
				SUB TOTAL	14,055.40
	C - DIRECTIONAL BORE				
1C	Directional Bore 2"	ft.	**1,750**	$ 21.37	$ 37,397.50
1C-1	Additional 2" with pull back	ft.	**234**	$ 13.75	$ 3,217.50
2C	Directional Bore 3"	ft.		$ 27.11	$ -
2C-1	Additional 3" with pull back	ft.		$ 18.31	$ -
3C	Directional Bore 4"	ft.	**1,750**	$ 24.41	$ 42,717.50
3C-1	Additional 4" with pull back	ft.	**234**	$ 18.31	$ 4,284.54

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price	Total Unit Price
4C	Directional Bore 6"	ft.		$ 30.52	$ -
4C-1	Additional 6" with pull back	ft.		$ 22.89	$ -
				SUB TOTAL	87,617.04
D - DIREC SUPPLIED BY CONTRACTOR) (COST + %) - ONLY put in COST in this section for Labor see line 292 below for %.*					
2022- 1D	Directional Bore 2" Labor only*	ft.		$ 21.37	$ -
2022- 1D-1	Additional 2" with pull back	ft.		$ 13.75	$ -
2022- 2D	Directional Bore 3" Labor only*	ft.		$ 27.11	$ -
2022- 2D-1	Additional 3" with pull back	ft.		$ 18.31	$ -
2022- 3D	Directional Bore 4" Labor ony*	ft.		$ 24.41	$ -
2022- 3D-1	Additional 4" with pull back	ft.		$ 18.31	$ -
2022- 4D	Directional Bore 6" Labor only*	ft.		$ 30.52	$ -
2022- 4D-1	Additional 6" with pull back	ft.		$ 22.89	$ -
				SUB TOTAL	-
E - MISSILE - and normal surface restoration (25' Maximum) (labor only, material provided by FPUA)					
2022- 1E	36" deep minimum (top of conduit), 2"	ft.		$ 15.27	$ -
2022- 2E	36" deep minimum (top of conduit), 3"	ft.		$ 15.26	$ -
2022- 3E	36" deep minimum (top of conduit), 4"	ft.		$ 20.33	$ -
				SUB TOTAL	-
F - POLYMER CABLE GUARD - (also referred to as U-GUARD) (labor only, materials provided by FPUA					
2022-1F	10 ft. sections, 2 inch	ea.		$ 106.85	$ -
2022-2F	10 ft. sections, 5 inch	ea.		$ 228.98	$ -
				SUB TOTAL	-
G - PULL BOX (labor only, material provided by FPUA)					
INSTALL					
2022-1G	Feeder Concrete Coffin 4'x6'	ea.		$ 1,355.80	$ -
2022-2G	Primary Hand Hole 24"x36"	ea.	**24**	$ 412.14	$ 9,891.36
2022-3G	Secondary Hand Hole 13"x24"	ea.		$ 145.01	$ -
2022-4G	Street Light Pull Box 10"x10"	ea.		$ 137.37	$ -
				SUB TOTAL	9,891.36
REMOVE					
2022-5G	Feeder Concrete Coffin 4'x6'	ea.		$ 148.94	$ -
2022-6G	Primary Hand Hole 24"x36"	ea.		$ 74.47	$ -
2022-7G	Secondary Hand Hole 13"x24"	ea.		$ 83.95	$ -
2022-8G	Street Light Pull Box 10" x 10"	ea.		$ 74.47	$ -
				SUB TOTAL	-
MODIFY (Straighten, Level)					
2022-9G	Feeder Concrete Coffin 4'x6'	ea.		$ 148.94	$ -
2022-10G	Primary Hand Hole 24"x36"	ea.		$ 74.47	$ -
2022-11G	Secondary Hand Hole 13"x24"	ea.		$ 74.47	$ -
2022-12G	Street Light Pull Box 10" x 10"	ea.		$ 74.47	$ -
				SUB TOTAL	-
INSTALL - to include meggering, contractor must provide the necessary trailer and pulling equipment to handle three (3) six (6) foot reels - (labor only, materials provided by FPUA)					
PRIMARY					
2022- 1H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.		$ 1.83	$ -
2022- 2H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.		$ 1.98	$ -
2022- 3H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.		$ 2.08	$ -
2022- 4H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.		$ 1.95	$ -
2022- 5H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.		$ 2.17	$ -
2022- 6H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.		$ 2.29	$ -
2022- 7H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.		$ 8.40	$ -
				SUB TOTAL	-

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price	Total Unit Price
	SECONDARY				
2022- 8H	#6 URD DUPLEX, 600V, AL	ft.		$ 1.45	$ -
2022- 9H	#2 URD TRIPLEX, 600V, AL	ft.		$ 1.79	$ -
2022- 10H	#1/0 URD TRIPLEX, 600V, AL	ft.		$ 3.43	$ -
2022- 11H	#4/0 URD TRIPLEX, 600V, AL	ft.		$ 3.05	$ -
2022- 12H	350MCM URD TRIPLEX, 600V, AL	ft.		$ 1.79	$ -
2022- 13H	500MCM URD TRIPLEX, 600V, AL	ft.		$ 2.32	$ -
2022- 14H	#1/0 URD QUADPLEX, 600V, AL	ft.		$ 1.52	$ -
2022- 15H	#4/0 URD QUADPLEX, 600V AL	ft.		$ 1.79	$ -
2022- 16H	350MCM URD QUADPLEX, 600V AL	ft.		$ 1.98	$ -
2022- 17H	500MCM URD QUADPLEX, 600V AL	ft.		$ 2.58	$ -
2022- 18H	#4, CU, THW/THHN, 2 per conduit	ft.		$ 1.41	$ -
2022- 19H	#4, CU, THW/THHN, 3 per conduit	ft.		$ 1.75	$ -
2022- 20H	#2, CU, THW/THHN, 2 per conduit	ft.		$ 1.41	$ -
2022- 21H	#2, CU, THW/THHN, 3 per conduit	ft.		$ 1.75	$ -
2022- 22H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.		$ 1.55	$ -
2022- 23H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.		$ 2.35	$ -
2022- 24H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.		$ 1.55	$ -
2022- 25H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.		$ 2.35	$ -
2022- 26H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.		$ 1.55	$ -
2022- 27H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.		$ 2.35	$ -
2022- 28H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.		$ 1.95	$ -
2022- 29H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.		$ 2.75	$ -
2022- 30H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.		$ 3.92	$ -
2022- 31H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.		$ 4.69	$ -
2022- 32H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.		$ 6.24	$ -
2022- 33H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.		$ 7.05	$ -
				SUB TOTAL	-
	REMOVE				
	PRIMARY				
2022- 34H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.		$ 1.34	$ -
2022- 35H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.		$ 1.44	$ -
2022- 36H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.		$ 1.70	$ -
2022- 37H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.		$ 1.56	$ -
2022- 38H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.		$ 1.76	$ -
2022- 39H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.		$ 1.84	$ -
2022- 40H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.		$ 6.50	$ -
				SUB TOTAL	-
2022- 41H	#6 OH DUPLEX, 600V, AL	ft.		$ $ 1.13	$ -
2022- 42H	#2 OH TRIPLEX, 600V, AL	ft.		$ $ 1.22	$ -
2022- 43H	#1/0 OH TRIPLEX, 600V, AL	ft.		$ $ 1.33	$ -
2022- 44H	#4/0 OH TRIPLEX, 600V, AL	ft.		$ $ 1.51	$ -
2022- 45H	350MCM OH TRIPLEX, 600V, AL	ft.		$ $ 2.14	$ -
2022- 46H	500MCM OH TRIPLEX, 600V, AL	ft.		$ $ 2.41	$ -
2022- 47H	#1/0 OH QUADPLEX, 600V, AL	ft.		$ $ 1.51	$ -
2022- 48H	#4/0 OH QUADPLEX, 600V AL	ft.		$ $ 1.70	$ -
2022- 49H	350MCM OH QUADPLEX, 600V AL	ft.		$ $ 2.14	$ -
2022- 50H	500MCM URD QUADPLEX, 600V AL	ft.		$ $ 2.41	$ -
2022- 51H	#4, CU, THW/THHN, 2 per conduit	ft.		$ $ 1.13	$ -
2022- 52H	#4, CU, THW/THHN, 3 per conduit	ft.		$ $ 1.41	$ -
2022- 53H	#2, CU, THW/THHN, 2 per conduit	ft.		$ $ 1.13	$ -
2022- 54H	#2, CU, THW/THHN, 3 per conduit	ft.		$ $ 1.41	$ -
2022- 55H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.		$ $ 1.27	$ -
2022- 56H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.		$ $ 1.90	$ -
2022- 57H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.		$ $ 1.27	$ -

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price	Total Unit Price
2022- 58H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.		$ $ 1.90	$ -
2022- 59H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.		$ $ 1.27	$ -
2022- 60H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.		$ $ 1.90	$ -
2022- 61H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.		$ $ 1.56	$ -
2022- 62H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.		$ $ 2.24	$ -
2022- 63H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.		$ $ 3.19	$ -
2022- 64H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.		$ $ 3.80	$ -
2022- 65H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.		$ $ 5.06	$ -
2022- 66H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.		$ $ 5.70	$ -
				SUB TOTAL	-
			PRIMARY		
2022- 1I	15kV ELBOW for #1/0 15kV jacketed cable	ea.		$ 267.14	$ -
2022- 2I	15kV ELBOW for #4/0 15kV jacketed cable	ea.		$ 262.69	$ -
2022- 3I	15kV TBODY for 1000MCM 15kV jacketed Cable	ea.		$ 262.69	$ -
2022- 4I	15kV POTHEAD for #1/0 15kV jacketed cable	ea.		$ 259.49	$ -
2022- 5I	15kV POTHEAD for #4/0 15kV jacketed cable	ea.		$ 262.69	$ -
2022- 6I	15kV POTHEAD for 1000MCM 15kV jacketed Cable	ea.		$ 259.49	$ -
				SUB TOTAL	-
			SECONDARY		
2022- 7I	#6 URD, 600V, AL	ea.		$ 7.62	$ -
2022- 8I	#2 URD, 600V, AL	ea.		$ 9.63	$ -
2022- 9I	#1/0 URD, 600V, AL or CU	ea.		$ 10.54	$ -
2022- 10I	#4/0 URD, 600V, AL or CU	ea.		$ 8.77	$ -
2022- 11I	350MCM URD, 600V, AL or CU	ea.		$ 12.21	$ -
2022- 12I	500MCM URD, 600V, AL or CU	ea.		$ 21.37	$ -
2022- 13I	#4 THW/THHN, CU	ea.		$ 8.46	$ -
2022- 14I	#2 THW/THHN, CU	ea.		$ 8.46	$ -
2022- 15I	#1/0 THW/THHN, CU	ea.		$ 9.22	$ -
2022- 16I	#2/0 THW/THHN, CU	ea.		$ 9.22	$ -
2022- 17I	#4/0 THW/THHN, CU	ea.		$ 9.22	$ -
2022- 18I	250MCM THW/THHN, CU	ea.		$ 10.74	$ -
2022- 19I	500MCM THW/THHN, CU	ea.		$ 18.45	$ -
2022- 20I	750MCM THW/THHN, CU	ea.		$ 21.52	$ -
				SUB TOTAL	-
			J - SPLICES (Labor only, materials provided by FPUA)		
			PRIMARY		
2022- 1J	Cable, #1/0, 15kV URD, 133% Insulation	ea.		$ 248.34	$ -
2022- 2J	Cable, #4/0, 15kV URD, 133% Insulation	ea.		$ 240.18	$ -
2022- 3J	Cable, 15kV 1000MCM AL UG 133%	ea.		$ 494.20	$ -
				SUB TOTAL	-
			SECONDARY		
2022- 4J	Cable, 600V, 2/#C12 W/GRD “Type “UF”	ea.		$ 2.48	$ -
2022- 5J	Wire, Copper, #4 THW/THNN	ea.		$ 3.73	$ -
2022- 6J	Wire, Black, THHN/THWN, #2 CU	ea.		$ 3.73	$ -
2022- 7J	Wire, Copper, #1/0, THW/THHN, 7 STR	ea.		$ 5.63	$ -
2022- 8J	Wire, Copper, #2/0, THW/THHN, 7 STR	ea.		$ 5.63	$ -
2022- 9J	Wire, Copper, #4/0 THW/THHN, 7 STR	ea.		$ 5.63	$ -
2022- 10J	Wire, Copper 250 MCM THW/THHN	ea.		$ 12.50	$ -
2022- 11J	Wire, Copper 500MCM THW/THHN 37 STR	ea.		$ 18.76	$ -
2022- 12J	Wire, Copper 750MCM THW/THHN 37 STR	ea.		$ 23.78	$ -
2022- 13J	Cable, 600V #6 AL DUPLE #4 NEUTRAL UG	ea.		$ 9.02	$ -
2022- 14J	Cable, 600V #2 AL TRIPLEXNEUTRAL UG	ea.		$ 9.98	$ -
2022- 15J	Cable, 600V 1/0 AL TRIPLEX URD 1/0	ea.		$ 15.00	$ -
2022- 16J	Cable, 600V 1/0 AL QUADPLEX #2 NEUTRAL	ea.		$ 18.21	$ -

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price	Total Unit Price
2022- 17J	Cable, 600V 4/0 AL TRIPLEX 2/0 NEUTRAL UG	ea.		$ 15.00	$ -
2022- 18J	Cable, 600V 4/0 AL QUADPLEX UG 2/0 NEUTRAL	ea.		$ 18.21	$ -
2022- 19J	Cable, 600V AL 350MCM TPX UG	ea.		$ 31.26	$ -
2022- 20J	Cable, 600V 350 QPX AL UG 4/0 NEUTRAL	ea.		$ 40.88	$ -
2022- 21J	Cable, 600V AL 500MCM TPX UG	ea.		$ 50.03	$ -
				SUB TOTAL	-
K - EQUIPMENT & PAD includes transportation from stores location to job site, fastening equipment to concrete base with lead anchors, bolts and washers - (Labor only, materials provided by FPUA)					
INSTALL - includes all grounding, ground rods, secondary connections, parking bushing, lightening arrestor and dust covers					
2022- 1K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.		$ 157.23	$ -
2022- 2K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.		$ 294.60	$ -
2022- 3K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.		$ 915.89	$ -
2022- 4K	SWITCH GEAR CABINET	ea.		$ 1,049.40	$ -
2022- 5K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.		$ 221.31	$ -
2022- 6K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.		$ 315.76	$ -
2022- 7K	Concrete Pad for Switchgear	ea.		$ 560.04	$ -
2022- 8K	Fiberglass Primary Cabinet Pad	ea.		$ 587.11	$ -
2022- 9K	Concrete Pad, Secondary Cabinet	ea.		$ 177.09	$ -
2022- 10K	Concrete Pad, 1ph transformer	ea.		$ 177.06	$ -
2022- 11K	Concrete Pad, 3ph transformer	ea.		$ 294.60	$ -
				SUB TOTAL	-
REMOVE					
2022- 12K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.		$ 81.31	$ -
2022- 13K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.		$ 124.87	$ -
2022- 14K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.		$ 419.77	$ -
2022- 15K	SWITCH GEAR CABINET	ea.		$ 388.86	$ -
2022- 16K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.		$ 87.52	$ -
2022- 17K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.		$ 124.87	$ -
2022- 18K	Concrete Pad for Switchgear	ea.		$ 221.50	$ -
2022- 19K	Fiberglass Primary Cabinet Pad	ea.		$ 232.19	$ -
2022- 20K	Concrete Pad, Secondary Cabinet	ea.		$ 71.18	$ -
2022- 21K	Concrete Pad, 1ph transformer	ea.		$ 71.75	$ -
2022- 22K	Concrete Pad, 3ph transformer	ea.		$ 60.54	$ -
				SUB TOTAL	-
MODIFY (Straighten, Level)					
2022- 23K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.		$ 77.24	$ -
2022- 24K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.		$ 118.63	$ -
2022- 25K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.		$ 345.36	$ -
2022- 26K	SWITCH GEAR	ea.		$ 369.40	$ -
2022- 27K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.		$ 86.88	$ -
2022- 28K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.		$ 118.63	$ -
				SUB TOTAL	-
MISC					
2022-29K	Concrete Pad, Adder for 6 inch increments above 12"	ea.		$ 101.72	$ -
				SUB TOTAL	-
L - OUTDOOR & STREET LIGHT - (labor only, materials provided by FPUA)					
2022- 1L	Pole: 18' cement, 14' above ground	ea.		$ 145.93	$ -
2022- 2L	One Light: Decorative fixture or single pole top	ea.		$ 76.45	$ -
2022- 3L	Two Light: Decorative fixture or single pole top	ea.		$ 106.99	$ -
2022- 4L	Three Light: Decorative fixture or single pole top	ea.		$ 137.52	$ -
2022- 5L	Four Light: Decorative fixture or single pole top	ea.		$ 152.80	$ -
2022- 6L	Five Light: Decorative fixture or single pole top	ea.		$ 183.31	$ -

Item No.	Description		Unit of Measure	Approx Quantity	Unit Price	Total Unit Price
2022- 7L	Base, Decorative Street Light Aluminum, 2"x4", 6"		ea.		$ 368.91	$ -
2022- 8L	Concrete Street Light Pole Base (Spread Footer)		ea.		$ 389.19	$ -
2022- 9L	Prefabricated Street Light Pole Base		ea.		$ 370.93	$ -
2022- 10L	Photo Cell / Short Cap		ea.		$ 36.89	$ -
2022- 11L	Replace Lamp / Refractor		ea.		$ 36.89	$ -
2022- 12L	Pull Cable Thru Pole		ea.		$ 49.19	$ -
					SUB TOTAL	-
M - MISCELLANEOUS - (labor and MATERIALS SUPPLIED BY CONTRACTOR) COST+ % - ONLY put in COST in this section for Labor see line 292 below for %.*						
INSTALL						
2022- 1M	Surface Restoration-Sod	Labor only*	sq. ft.		$ 1.09	$ -
2022- 2M	Asphalt Repair	Labor only*	sq. ft.		$ 9.77	$ -
2022- 3M	Concrete Repair	Labor only*	sq. ft.		$ 10.85	$ -
2022- 4M	Soil Compaction Test		ea.	**150**	$ 169.46	$ 25,419.00
2022- 5M	Seed & Mulch	Labor only*	sq. ft		$ 0.27	$ -
2022- 6M	Removable bollard	Labor only*	ea.		$ 325.50	$ -
2022- 7M	Permanent bollard	Labor only*	ea.		$ 217.00	$ -
					SUB TOTAL	25,419.00
REMOVE						
2022-8M	Asphalt Removal		sq. ft.		$ 2.90	$ -
2022-9M	Concrete Removal		sq. ft.		$ 3.81	$ -
					SUB TOTAL	-
N - MISCELLANEOUS CONSTRUCTION HOURS (to be used on T&E task orders only)						
2022- 1N	Working Foreman		per hr.	**15**	$ 83.95	$ 1,259.25
2022- 2N	Working Foreman Overtime		per hr.		$ 108.80	$ -
2022- 3N	Equipment Operator		per hr.		$ 61.06	$ -
2022- 4N	Equipment Operator Overtime		per hr.		$ 82.51	$ -
2022- 5N	Laborer		per hr.	**21**	$ 39.68	$ 833.28
2022- 6N	Laborer Overtime		per hr.		$ 48.61	$ -
2022- 7N	Lineman		per hr.		$	$ -
2022- 8N	Lineman Overtime		per hr.		$	$ -
2022- 9N	Apprentice Lineman		per hr.		$ 46.59	$ -
2022- 10N	Apprentice Lineman Overtime		per hr.		$ 69.90	$ -
2022- 11N	Cable Lift Truck		per hr.		$ 25.32	$ -
2022- 12N	Air Compressor		per hr.		$ 11.92	$ -
2022- 13N	Concrete Saw (inc. blade)		per hr.		$ 7.46	$ -
2022- 14N	Flat Bed Truck		per hr.		$ 30.54	$ -
2022- 15N	Pump (up to 4”)		per hr.	**3**	$ 11.92	$ 35.76
2022- 16N	Pulling Truck		per hr.		$ 35.17	$ -
2022- 17N	Pole Truck		per hr.		$ 84.74	$ -
2022- 18N	Tractor Trailer		per hr.		$ 97.47	$ -
2022- 19N	50’ Bucket Truck		per hr.		$ 106.85	$ -
2022- 20N	Pickup Truck		per hr.	**15**	$ 18.31	$ 274.65
2022- 21N	Splicing Van		per hr.		$ 17.86	$ -
2022- 22N	Dump Truck		per hr.		$ 61.06	$ -
2022- 23N	Rubber Tire Backhoe		per hr.	**15**	$ 76.33	$ 1,144.95
					SUB TOTAL	3,547.89
					LABOR TOTAL	173,135.19
					MATERIAL	87,330.00
					MARK UP 15%	13,099.50
					MATERIAL TOTAL	100,429.50
					L&M TOTAL	273,564.69

City Commission Regular Meeting - 5:05 pm **11. c.**

Meeting Date: 03/20/2023

Re: Request for Approval and Signature of Amended Florida Job Growth Infrastructure Grant

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Approval of Amended Florida Job Growth Infrastructure Grant.

SUMMARY:

Amendment #2, submitted here for signature, functions to capture that portion of the amendment that was overlooked. It combines all remaining funds into Deliverable #3 Construction so that the grant expenditures from this point out will be reimbursed from Construction and not from the other two deliverables, which are already completed.

RECOMMENDATION:

Approve and sign the second amended agreement.

ALTERNATIVES:

Staff will proceed as recommended by the Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager
Rachel Tennant, FPUA Public Affairs and Sustainability Manager

COORDINATED WITH:

Johnna Morris, Director of Finance
City Attorney's Office (submitted for legal review)

Fiscal Impact

Budgeted Y/N: No
Fiscal Year: 2022
Account: N/A
Amount: N/A
OTHER INFORMATION:
N/A

Attachments

Job Growth Grant Agreement Amendment 2

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	02/23/2023 10:32 AM
City Manager	Nick Mimms	02/24/2023 10:10 AM
Form Started By: Brittany Marinello		Started On: 02/23/2023 09:45 AM
Final Approval Date: 02/24/2023		

DocuSign Envelope ID: 395F9AD1-46D8-4F1A-8E12-C635219FBBAD

FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

AMENDMENT TWO

This Amendment is made and entered into by and between the State of Florida Department of Economic Opportunity ("DEO") and the **City of Fort Pierce, Florida** ("Grantee"). DEO and the Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, on June 28, 2019, DEO and Grantee entered into Florida Job Growth Infrastructure Grant Agreement number G0057 (the "Agreement") wherein Grantee agreed to receive and use state funds for the Project as described in the Proposal; and

WHEREAS, Section 24, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, the Agreement was amended on **December 13, 2022;** and

WHEREAS, this Agreement is being amended to ensure compliance with all applicable laws, rules, and regulations; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement, as follows:

1. **Section 4 Deliverables**, of Exhibit A, **Scope of Work**, is hereby deleted in its entirety and replaced with the following:

4. Deliverables: Grantee shall provide the following services as specified:

Deliverable No. l: Design and Engineering		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete design and engineering plans in accordance with Sections 2.b and 2.d.1 of this Scope of Work.	Complete design and engineering plans in accordance with Sections 2.b and 2.d.1 of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies (in digital or hard copy format) of final design and engineering plans.	Failure to meet the minimum level of service shall result in non-payment.
		DELIVERABLE NO. 1 NOT TO EXCEED: $199,873.48

DocuSign Envelope ID: 395F9AD1-46D8-4F1A-8E12-C635219FBBAD

Deliverable No. 2: Land Acquisition		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete acquisition of required easements in accordance with Section 2.d.2 of this Scope of Work.	Complete acquisition of easements in accordance with Section 2.d.2 of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies of the executed and recorded easements, including legal descriptions.	Failure to meet the minimum level of service shall result in non-payment.
		DELIVERABLE NO. 2 NOT TO EXCEED: $0.00

Deliverable No. 3: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete construction in accordance with Sections 2.b and 2.d.3 of this Scope of Work.	At a minimum, complete ten percent (10%) of the construction as detailed in Sections 2.b and 2.d.3 of the Scope of Work. Grantee may request reimbursement upon completion of construction in the following increments: a. 10% completion; b. 20% completion; c. 30% completion; d. 40% completion; e. 50% completion; f. 60% completion; g. 70% completion; h. 80% completion; i. 90% completion; and j. 100% completion Construction progress shall be evidenced by the following documentation: a. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; b. Photographs of project in progress; and c. Invoice package in accordance with Section 7 of the Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment of this Deliverable.
		DELIVERABLE NO. 3 NOT TO EXCEED: $1,717,967.52
		TOTAL AMOUNT NOT TO EXCEED $1,917,841.00

DocuSign Envelope ID: 395F9AD1-46D8-4F1A-8E12-C635219FBBAD

COST SHIFTING: The deliverable amounts specified within the Section 4, DELIVERABLES, table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in MODIFICATION section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

2. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment as of the date last executed below.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**CITY OF FORT PIERCE, FLORIDA**	
By	_____	**By**	_____
	Signature		Signature
	_____		_____
	Meredith Ivey		**Linda Hudson**
Title	**Acting Secretary**	**Title**	**Mayor**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

City Commission Regular Meeting - 5:05 pm **11. d.**

Meeting Date: 03/20/2023

Re: Request for Approval and Signature of TAPS Multi Services Small Business Grant Agreement

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Approval of TAPS Multi Services Small Business Grant Agreement for $5,000

SUMMARY:

Small Business Grant Recipient was approved by the Commissioners on January17, 2023. The Grant Agreement was approved for form and correctness on January 20, 2023. The recipient request $5,000 for marketing, website design, and advertising.

RECOMMENDATION:

Approve and sign the agreement for the Small Business Grant.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	Yes
Fiscal Year:	2022-2023
Account:	1039002-584100
Amount:	$5,000

OTHER INFORMATION:

N/A

Attachments

Taps Multi Grant Agreement Signed

TAPS Grant Agreement Exhibit A

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	02/27/2023 10:18 AM

City Manager	Nick Mimms	02/28/2023 02:02 PM
Form Started By: Brittany Marinello		Started On: 02/23/2023 10:16 AM
Final Approval Date: 02/28/2023		

SMALL BUSINESS GRANT AGREEMENT

THIS AGREEMENT is made and entered into this **20th** day of **January 2023**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and Taps Multi Services, a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.); and

WHEREAS, the Fort Pierce City Commission, on August 15, 2022, was presented the 2022-2023 Annual Action Plan; and

WHEREAS, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the **Subrecipient's** mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. **National Objectives:** All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The **Subrecipient** certifies that the activity (ies) carried out under this Agreement will meet **Economic Development – Small Business Grant.**

2. **Scope of Project:** The specific project(s) to be provided, including intended uses for the Grant funds by **Subrecipient,** is set forth in **Exhibit "A"** to this Agreement.

3. **Term of Contract:** This Agreement shall take effect on the day the **Grantor** executes the Agreement and terminate on **September 30, 2023.**

4. **Specific Conditions:**

   A. **Grantor** agrees to pay invoices for approved expenditures, as specified in this Agreement and **"Exhibit A"** thereto, of **Subrecipient,** up to the agreed amount of **$5,000.00.**

   B. All funds from **Grantor** to **Subrecipient** being dispersed under the terms of this Agreement shall be used by **Subrecipient** solely for the purpose of those specified in **Exhibit "A."**

   C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2022-2023 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

   D. In every case, payment will be made subject to receipt of a requisition for payment from the **Subrecipient** specifying and certifying that such expenses have been incurred and

expended in conformance with this Agreement and that the **Subrecipient** is entitled to receive the amount requisitioned under the terms of this Agreement.

E. The **Subrecipient** shall not claim reimbursement from the **Grantor** for that portion of its obligations which have been paid by another source of revenue.

F. The **Subrecipient** shall notify the **Grantor** in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

G. Publications, press releases, media productions, and exhibit graphics produced by the **Subrecipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce

H. **Subrecipient** agrees to submit to **Grantor**, through the Grants Administration Division, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

I. Public access to program records shall comply with 24 CFR 570.502, 24 CFR 570.508, and all applicable laws of the State of Florida.

5. **Alteration:** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. **General Conditions:**

A. **General Compliance:**

i. The **Subrecipient** agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the **Subrecipient** does not assume the **Grantor's** environmental responsibilities described in 24 CFR 570.604 and (2) the **Subrecipient** does not assume the **Grantor's** responsibility for initiating the review process under the provisions of 24 CFR 52.

ii. The **Subrecipient** agrees the use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, all other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities

Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the implementing regulations at 24 CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.

iv. The **Subrecipient** agrees to comply with all applicable uniform administrative requirements including all attachments, amendments, and revisions thereto, specified at 2 CFR Part 200, 24 CFR 570.502, 24 CFR 570.610, 24 CFR Part 85, and all applicable OMB Circulars, to include, but not limited to: OMB Circular A-87, "Cost Principles for State, Local and Federally Recognized Indian Tribal Governments" (and the implementing at 2 CFR Part 225); OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; OMB Circular A-122, "Cost Principles for Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 230); OMB Circular A-21, "Cost Principles for Educational Institutions" (and the implementing regulations at 2 CFR Part 220); and OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 215).

v. The **Subrecipient** also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The **Subrecipient** further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The **Subrecipient** shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The **Grantor** shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **Subrecipient** is an independent contractor.

C. **Hold Harmless:** The **Subrecipient** shall hold harmless, defend and indemnify the **Grantor** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or nonperformance of the services or subject matter called for in this Agreement.

D. **Workers' Compensation:** The **Subrecipient** shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. **Insurance & Bonding:** The **Subrecipient** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **Grantor**. The **Subrecipient** shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. **Grantor Recognition:** The **Subrecipient** shall insure recognition of the role of the

Grantor in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the **Subrecipient** will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments:** The **Grantor** or **Subrecipient** may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the **Grantor's** governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the **Grantor** or **Subrecipient** from its obligations under this Agreement. The **Grantor** may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both **Grantor** and **Subrecipient**.

H. **Suspension or Termination:**

i. In accordance with 2 CFR 200, the **Grantor** may suspend or terminate this Agreement if the **Subrecipient** materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the **Subrecipient** to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the **Subrecipient** to the **Grantor** reports that are incorrect or incomplete in any material respect.

ii. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the **Grantor** or the **Subrecipient**, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the **Grantor** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **Grantor** may terminate the award in its entirety.

7. **Administrative Requirements:**

A. **Financial Management:**

i. **Accounting Standards:** The **Subrecipient** agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation

for all costs incurred.

ii. **Cost Principles**: The **Subrecipient** shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Record Keeping:**

i. **Records to be Maintained:** The **Subrecipient** shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. **Retention:** The **Subrecipient** shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the **Grantor's** annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. **Client Data:** The **Subrecipient** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **Grantor** monitors or their designees for review upon request.

iv. **Close-outs:** The **Subrecipient's** obligation to the **Grantor** shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets

(including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the **Grantor**), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **Subrecipient** has control over CDBG funds, including program income.

v. **Audits and Inspections:** All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**. Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures:**

i. **Program Income:** The **Subrecipient** shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the **Subrecipient** shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the **Subrecipient** may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the **Grantor** at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the **Grantor**.

ii. **Indirect Costs:** If indirect costs are charged, the **Subrecipient** will develop an indirect cost allocation plan for determining the appropriate **Subrecipient's** share of administrative costs and shall submit such plan to the **Grantor** for approval, in a form specified by the **Grantor**.

iii. **Payment Procedures:** The **Grantor** will pay to the **Subrecipient** funds available under this Agreement based upon information submitted by the **Subrecipient** and consistent with any approved budget and **Grantor** policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the **Subrecipient**, and not to exceed actual cash requirements. Payments will be adjusted by the **Grantor** in accordance with advance fund and program income balances available in **Subrecipient** accounts. In addition, the **Grantor** reserves the right to liquidate funds available under this Agreement for costs incurred by the **Grantor** on behalf of the **Subrecipient**.

iv. **Progress Reports:** The **Subrecipient** shall submit regular Progress Reports to the **Grantor** in the form, content, and frequency as required by the **Grantor**.

D. **Procurement:**

i. **Compliance:** The **Subrecipient** shall comply with current **Grantor** policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the **Grantor** upon termination of this Agreement.

ii. **OMB Standards:** Unless specified otherwise within this agreement, the **Subrecipient** shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

iii. **Travel:** The **Subrecipient** shall obtain written approval from the **Grantor** for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

i. The **Subrecipient** shall transfer to the **Grantor** any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

ii. Real property under the **Subrecipient's** control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the **Subrecipient** fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the **Subrecipient** shall pay the **Grantor** an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the **Grantor**. The **Subrecipient** may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the **Subrecipient** for activities under this Agreement shall be (a) transferred to the **Grantor** for the CDBG program or (b) retained after compensating the **Grantor** an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

8. **Relocation, Real Property Acquisition and One-for-One Replacement:** The **Subrecipient**

agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The **Subrecipient** shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The **Subrecipient** also agrees to comply with applicable **Grantor** ordinances, resolutions, and policies concerning the displacement of persons from their residences.

9. **Personnel and Participant Conditions:**

A. **Civil Rights:**

i. **Compliance:** The **Subrecipient** agrees to comply with the Florida Civil Rights Act of 1992 as amended, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. **Nondiscrimination:** The **Subrecipient** agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **Grantor** and the United States are beneficiaries of and entitled to enforce such covenants. The **Subrecipient**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504:** The **Subrecipient** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The **Grantor** shall

provide the **Subrecipient** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action:**

i. **Approved Plan:** The **Subrecipient** agrees that it shall be committed to carry out pursuant to the **Grantor's** specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The **Grantor** shall provide Affirmative Action guidelines to the **Subrecipient** to assist in the formulation of such program. The **Subrecipient** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

ii. **Women- and Minority-Owned Businesses (W/MBE):** The **Subrecipient** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The **Subrecipient** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. **Access to Records:** The **Subrecipient** shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the **Grantor**, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **Notifications:** The **Subrecipient** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **Subrecipient's** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that it is an Equal Opportunity or Affirmative Action employer.

vi. **Subcontract Provisions:** The **Subrecipient** will include the provisions of Paragraphs 9.A., Civil Rights, and 9.B., Affirmative Action, above, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions:**

i. **Prohibited Activity:** The **Subrecipient** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

ii. **Land Standards:**

a. The **Subrecipient** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **Subrecipient** agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **Subrecipient** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the **Grantor** for review upon request.

b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. **"Section 3" Clause:**

a. **Compliance:**

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the

Federal financial assistance provided under this Agreement and binding upon the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors. Failure to fulfill these requirements shall subject the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **Subrecipient** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

2. The **Subrecipient** further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the

project is located, and to low- and very low-income participants in other HUD programs.

4. The **Subrecipient** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications:** The **Subrecipient** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts:** The **Subrecipient** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD The **Subrecipient** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct:**

i. **Assignability:** The **Subrecipient** shall not assign or transfer any interest in this Agreement without the prior written consent of the **Grantor** thereto.

ii. **Subcontracts:**

a. **Approvals:** The **Subrecipient** shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **Grantor** prior to the execution of such agreement.

b. **Monitoring:** The **Subrecipient** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content:** The **Subrecipient** shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process:** The **Subrecipient** shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be

forwarded to the **Grantor** along with documentation concerning the selection process.

iii. **Hatch Act:** The **Subrecipient** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. **Conflict of Interest:** The **Subrecipient** agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the **Subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **Grantor**, the **Subrecipient**, or any designated public agency.

v. **Lobbying:** The **Subrecipient** hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **Subrecipients** shall certify and disclose accordingly:

d. **Lobbying Certification:** 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.C. 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.

vi. **Copyright:** If this Agreement results in any copyrightable material or inventions, the **Grantor** and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. **Religious Activities:** The **Subrecipient** agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. **Environmental Conditions:**

A. **Air and Water:** The **Subrecipient** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., 7401, et seq.;

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **Subrecipient** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as

having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint:** The **Subrecipient** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation:** The **Subrecipient** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

11. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

12. **Notices:** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to the below, unless otherwise modified by subsequent written notice:

Grantor:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: _____
Email: _____

Subrecipient:

Name: Patricia Patterson
Address: 101 N. US 1 #112
City, State, Zip: Fort Pierce, FL 34950
Attn: Patricia Patterson
Email: Taxparalegal serv@bellsouth.net

With a copy to:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Tanya Earley, City Attorney
Email: tearley@cityoffortpierce.com

13. **Section Headings and Subheadings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. **No Waiver:** The **Grantor's** failure to act with respect to a breach by the **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **Grantor** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. **Severability:** If any term provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

16. **Jurisdiction; Venue; and Waiver of Jury Trial:** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

17. **Entire Agreement:** This Agreement constitutes the entire agreement between the **Grantor** and the **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **Grantor** and the **Subrecipient** with respect to this Agreement.

IN WITNESS THEREOF, the **Grantor** and the **Subrecipient** have executed this Agreement as of the date first above written.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUBRECIPIENT: Taps Multi Services
By: _____
(Name)
Print: Patricia Patterson
Title: **Owner**
Today's Date: 1/23/2023

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

EXHIBIT "A"

Small Business Grant Exhibit

Grant Recipient: Taps Multi Services

Approval: Grant recipient was approved for funding on January 17, 2023 City Commissioner meeting.

Grant Award(s):
Description: Funding for Program Year 2022-2023

Marketing and Advertisement	$4,800.00
Marketing Postcards	$200.00
TOTAL:	**$5,000.00**

TOTAL GRANT AMOUNT: $5,000

Thank you,

BCMarinello

Brittany Marinello, JD
Grants Division Manager, Grants Administration Division

City Commission Regular Meeting - 5:05 pm **11. e.**

Meeting Date: 03/20/2023

Re: Request for Approval and Signature of Joanne's World of Nutrition, LLC

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Approval of Joanne's World of Nutrition, LLC Small Business Grant Agreement for $5,000.

SUMMARY:

Small Business Grant Recipient was approved by the Commissioners on January 17, 2023 . The Grant Agreement was approved for form and correctness on January 20, 2023. The recipient request $5,000 for new equipment.

RECOMMENDATION:

Approve and sign the agrement for the Small Business Grant.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Yes

Fiscal Year: 2022

Account: 1039002-584100

Amount: $5,000

OTHER INFORMATION:

N/A

Attachments

Joanne's World of Nutrition Small Business Grant Agreement

Exhibit A Joanne's World of Nutrition

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	02/27/2023 04:11 PM
City Manager	Nick Mimms	02/28/2023 02:05 PM

Form Started By: Brittany Marinello Started On: 02/27/2023 03:43 PM
Final Approval Date: 02/28/2023

SMALL BUSINESS GRANT AGREEMENT

THIS AGREEMENT is made and entered into this **6th** day of **February 2023**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and Joanne's World of Nutrition, LLC, a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.); and

WHEREAS, the Fort Pierce City Commission, on August 15, 2022, was presented the 2022-2023 Annual Action Plan; and

WHEREAS, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the **Subrecipient's** mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. **National Objectives:** All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The **Subrecipient** certifies that the activity (ies) carried out under this Agreement will meet **Economic Development – Small Business Grant.**

2. **Scope of Project:** The specific project(s) to be provided, including intended uses for the Grant funds by **Subrecipient,** is set forth in **Exhibit "A"** to this Agreement.

3. **Term of Contract:** This Agreement shall take effect on the day the **Grantor** executes the Agreement and terminate on **September 30, 2023.**

4. **Specific Conditions:**

   A. **Grantor** agrees to pay invoices for approved expenditures, as specified in this Agreement and **"Exhibit A"** thereto, of **Subrecipient,** up to the agreed amount of **$5,000.00.**

   B. All funds from **Grantor** to **Subrecipient** being dispersed under the terms of this Agreement shall be used by **Subrecipient** solely for the purpose of those specified in **Exhibit "A."**

   C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2022-2023 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

   D. In every case, payment will be made subject to receipt of a requisition for payment from the **Subrecipient** specifying and certifying that such expenses have been incurred and

expended in conformance with this Agreement and that the **Subrecipient** is entitled to receive the amount requisitioned under the terms of this Agreement.

E. The **Subrecipient** shall not claim reimbursement from the **Grantor** for that portion of its obligations which have been paid by another source of revenue.

F. The **Subrecipient** shall notify the **Grantor** in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

G. Publications, press releases, media productions, and exhibit graphics produced by the **Subrecipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce

H. **Subrecipient** agrees to submit to **Grantor**, through the Grants Administration Division, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

I. Public access to program records shall comply with 24 CFR 570.502, 24 CFR 570.508, and all applicable laws of the State of Florida.

5. **Alteration:** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. **General Conditions:**

A. **General Compliance:**

i. The **Subrecipient** agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the **Subrecipient** does not assume the **Grantor's** environmental responsibilities described in 24 CFR 570.604 and (2) the **Subrecipient** does not assume the **Grantor's** responsibility for initiating the review process under the provisions of 24 CFR 52.

ii. The **Subrecipient** agrees the use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, all other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities

Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the implementing regulations at 24 CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.

iv. The **Subrecipient** agrees to comply with all applicable uniform administrative requirements including all attachments, amendments, and revisions thereto, specified at 2 CFR Part 200, 24 CFR 570.502, 24 CFR 570.610, 24 CFR Part 85, and all applicable OMB Circulars, to include, but not limited to: OMB Circular A-87, "Cost Principles for State, Local and Federally Recognized Indian Tribal Governments" (and the implementing at 2 CFR Part 225); OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; OMB Circular A-122, "Cost Principles for Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 230); OMB Circular A-21, "Cost Principles for Educational Institutions" (and the implementing regulations at 2 CFR Part 220); and OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 215).

v. The **Subrecipient** also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The **Subrecipient** further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The **Subrecipient** shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The **Grantor** shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **Subrecipient** is an independent contractor.

C. **Hold Harmless:** The **Subrecipient** shall hold harmless, defend and indemnify the **Grantor** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or nonperformance of the services or subject matter called for in this Agreement.

D. **Workers' Compensation:** The **Subrecipient** shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. **Insurance & Bonding:** The **Subrecipient** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **Grantor**. The **Subrecipient** shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. **Grantor Recognition:** The **Subrecipient** shall insure recognition of the role of the

Grantor in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the **Subrecipient** will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments:** The **Grantor** or **Subrecipient** may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the **Grantor's** governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the **Grantor** or **Subrecipient** from its obligations under this Agreement. The **Grantor** may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both **Grantor** and **Subrecipient.**

H. **Suspension or Termination:**

i. In accordance with 2 CFR 200, the **Grantor** may suspend or terminate this Agreement if the **Subrecipient** materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the **Subrecipient** to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the **Subrecipient** to the **Grantor** reports that are incorrect or incomplete in any material respect.

ii. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the **Grantor** or the **Subrecipient**, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the **Grantor** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **Grantor** may terminate the award in its entirety.

7. **Administrative Requirements:**

A. **Financial Management:**

i. **Accounting Standards:** The **Subrecipient** agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation

for all costs incurred.

ii. **Cost Principles**: The **Subrecipient** shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Record Keeping:**

i. **Records to be Maintained:** The **Subrecipient** shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. **Retention:** The **Subrecipient** shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the **Grantor's** annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. **Client Data:** The **Subrecipient** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **Grantor** monitors or their designees for review upon request.

iv. **Close-outs:** The **Subrecipient's** obligation to the **Grantor** shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets

(including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the **Grantor**), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **Subrecipient** has control over CDBG funds, including program income.

v. **Audits and Inspections:** All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**. Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures:**

i. **Program Income:** The **Subrecipient** shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the **Subrecipient** shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the **Subrecipient** may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the **Grantor** at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the **Grantor**.

ii. **Indirect Costs:** If indirect costs are charged, the **Subrecipient** will develop an indirect cost allocation plan for determining the appropriate **Subrecipient's** share of administrative costs and shall submit such plan to the **Grantor** for approval, in a form specified by the **Grantor**.

iii. **Payment Procedures:** The **Grantor** will pay to the **Subrecipient** funds available under this Agreement based upon information submitted by the **Subrecipient** and consistent with any approved budget and **Grantor** policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the **Subrecipient**, and not to exceed actual cash requirements. Payments will be adjusted by the **Grantor** in accordance with advance fund and program income balances available in **Subrecipient** accounts. In addition, the **Grantor** reserves the right to liquidate funds available under this Agreement for costs incurred by the **Grantor** on behalf of the **Subrecipient**.

iv. **Progress Reports:** The **Subrecipient** shall submit regular Progress Reports to the **Grantor** in the form, content, and frequency as required by the **Grantor**.

D. **Procurement:**

i. **Compliance:** The **Subrecipient** shall comply with current **Grantor** policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the **Grantor** upon termination of this Agreement.

ii. **OMB Standards:** Unless specified otherwise within this agreement, the **Subrecipient** shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

iii. **Travel:** The **Subrecipient** shall obtain written approval from the **Grantor** for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

i. The **Subrecipient** shall transfer to the **Grantor** any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

ii. Real property under the **Subrecipient's** control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the **Subrecipient** fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the **Subrecipient** shall pay the **Grantor** an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the **Grantor**. The **Subrecipient** may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the **Subrecipient** for activities under this Agreement shall be (a) transferred to the **Grantor** for the CDBG program or (b) retained after compensating the **Grantor** an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

8. **Relocation, Real Property Acquisition and One-for-One Replacement:** The **Subrecipient**

agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The **Subrecipient** shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The **Subrecipient** also agrees to comply with applicable **Grantor** ordinances, resolutions, and policies concerning the displacement of persons from their residences.

9. **Personnel and Participant Conditions:**

A. **Civil Rights:**

i. **Compliance:** The **Subrecipient** agrees to comply with the Florida Civil Rights Act of 1992 as amended, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. **Nondiscrimination:** The **Subrecipient** agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **Grantor** and the United States are beneficiaries of and entitled to enforce such covenants. The **Subrecipient**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504:** The **Subrecipient** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The **Grantor** shall

provide the **Subrecipient** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action:**

i. **Approved Plan:** The **Subrecipient** agrees that it shall be committed to carry out pursuant to the **Grantor's** specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The **Grantor** shall provide Affirmative Action guidelines to the **Subrecipient** to assist in the formulation of such program. The **Subrecipient** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

ii. **Women- and Minority-Owned Businesses (W/MBE):** The **Subrecipient** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The **Subrecipient** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. **Access to Records:** The **Subrecipient** shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the **Grantor**, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **Notifications:** The **Subrecipient** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **Subrecipient's** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that it is an Equal Opportunity or Affirmative Action employer.

vi. **Subcontract Provisions:** The **Subrecipient** will include the provisions of Paragraphs 9.A., Civil Rights, and 9.B., Affirmative Action, above, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions:**

i. **Prohibited Activity:** The **Subrecipient** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

ii. **Land Standards:**

a. The **Subrecipient** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **Subrecipient** agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **Subrecipient** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the **Grantor** for review upon request.

b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. **"Section 3" Clause:**

a. **Compliance:**

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the

Federal financial assistance provided under this Agreement and binding upon the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors. Failure to fulfill these requirements shall subject the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **Subrecipient** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

2. The **Subrecipient** further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the

project is located, and to low- and very low-income participants in other HUD programs.

4. The **Subrecipient** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications:** The **Subrecipient** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts:** The **Subrecipient** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD The **Subrecipient** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct:**

i. **Assignability:** The **Subrecipient** shall not assign or transfer any interest in this Agreement without the prior written consent of the **Grantor** thereto.

ii. **Subcontracts:**

a. **Approvals:** The **Subrecipient** shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **Grantor** prior to the execution of such agreement.

b. **Monitoring:** The **Subrecipient** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content:** The **Subrecipient** shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process:** The **Subrecipient** shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be

forwarded to the **Grantor** along with documentation concerning the selection process.

iii. **Hatch Act:** The **Subrecipient** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. **Conflict of Interest:** The **Subrecipient** agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the **Subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **Grantor**, the **Subrecipient**, or any designated public agency.

v. **Lobbying:** The **Subrecipient** hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **Subrecipients** shall certify and disclose accordingly:

d. **Lobbying Certification:** 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.C. 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.

vi. **Copyright:** If this Agreement results in any copyrightable material or inventions, the **Grantor** and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. **Religious Activities:** The **Subrecipient** agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. **Environmental Conditions:**

A. **Air and Water:** The **Subrecipient** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., 7401, et seq.;

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **Subrecipient** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as

having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint:** The **Subrecipient** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation:** The **Subrecipient** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

11. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

12. **Notices:** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to the below, unless otherwise modified by subsequent written notice:

Grantor:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: _____
Email: _____

Subrecipient:

Name: Nutrition World Joanne Seeger
Address: 101 N US 1 #118
City, State, Zip: Fort Pierce, FL 34950
Attn: _____
Email: JCormier99@yahoo.com

With a copy to:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Tanya Earley, City Attorney
Email: tearley@cityoffortpierce.com

13. **Section Headings and Subheadings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. **No Waiver:** The **Grantor's** failure to act with respect to a breach by the **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **Grantor** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. **Severability:** If any term provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

16. **Jurisdiction; Venue; and Waiver of Jury Trial:** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

17. **Entire Agreement:** This Agreement constitutes the entire agreement between the **Grantor** and the **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **Grantor** and the **Subrecipient** with respect to this Agreement.

IN WITNESS THEREOF, the **Grantor** and the **Subrecipient** have executed this Agreement as of the date first above written.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUBRECIPIENT: Nutrition World
By: Joann Seeger
(Name)
Print: Joann Seeger
Title: **Owner**
Today's Date: 02/06/2023

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

EXHIBIT "A"

Small Business Grant Exhibit

Grant Recipient: Joanne's World of Nutrition LLC

Approval: Grant recipient was approved for funding on January 17, 2023 City Commissioner meeting.

Grant Award(s):
Description: Funding for Program Year 2022-2023

Sauna Upgrade/Repair	$5,000
TOTAL:	**$5,000.00**

TOTAL GRANT AMOUNT: $5,000

Thank you,

BCMarinello

Brittany Marinello, JD
Grants Division Manager, Grants Administration Division

City Commission Regular Meeting - 5:05 pm **11. f.**

Meeting Date: 03/20/2023

Re: Request for Approval and Signature of Royal Palace Rentals, LLC

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Approval of Royal Palace Rentals, LLC Small Business Grant Agreement for $5,000.

SUMMARY:

Small Business Grant Recipient was approved by the Commissioners on January 17, 2023. The Grant Agreement was approved for form and correctness on January 20, 2023. The recipient request $5,000 for new trailer and business invoicing software.

RECOMMENDATION:

Approve and sign the agreemnt for the Small Business Grant.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Yes

Fiscal Year: 2022-2023

Account: 1039002-584100

Amount: $5,000

OTHER INFORMATION:

N/A

Attachments

Royal Palace Grant Agreement

Exhibit A Royal Palace Rentals

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	02/27/2023 04:26 PM
City Manager	Nick Mimms	02/28/2023 02:05 PM

Form Started By: Brittany Marinello Started On: 02/27/2023 04:12 PM
Final Approval Date: 02/28/2023

SMALL BUSINESS GRANT AGREEMENT

THIS AGREEMENT is made and entered into this **14th** day of **February 2023**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and Royal Palace Rentals, LLC, a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.); and

WHEREAS, the Fort Pierce City Commission, on August 15, 2022, was presented the 2022-2023 Annual Action Plan; and

WHEREAS, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the **Subrecipient's** mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. **National Objectives:** All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The **Subrecipient** certifies that the activity (ies) carried out under this Agreement will meet **Economic Development – Small Business Grant.**

2. **Scope of Project:** The specific project(s) to be provided, including intended uses for the Grant funds by **Subrecipient,** is set forth in **Exhibit "A"** to this Agreement.

3. **Term of Contract:** This Agreement shall take effect on the day the **Grantor** executes the Agreement and terminate on **September 30, 2023.**

4. **Specific Conditions:**

   A. **Grantor** agrees to pay invoices for approved expenditures, as specified in this Agreement and **"Exhibit A"** thereto, of **Subrecipient,** up to the agreed amount of **$5,000.00.**

   B. All funds from **Grantor** to **Subrecipient** being dispersed under the terms of this Agreement shall be used by **Subrecipient** solely for the purpose of those specified in **Exhibit "A."**

   C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2022-2023 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

   D. In every case, payment will be made subject to receipt of a requisition for payment from the **Subrecipient** specifying and certifying that such expenses have been incurred and

expended in conformance with this Agreement and that the **Subrecipient** is entitled to receive the amount requisitioned under the terms of this Agreement.

E. The **Subrecipient** shall not claim reimbursement from the **Grantor** for that portion of its obligations which have been paid by another source of revenue.

F. The **Subrecipient** shall notify the **Grantor** in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

G. Publications, press releases, media productions, and exhibit graphics produced by the **Subrecipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce

H. **Subrecipient** agrees to submit to **Grantor**, through the Grants Administration Division, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

I. Public access to program records shall comply with 24 CFR 570.502, 24 CFR 570.508, and all applicable laws of the State of Florida.

5. **Alteration:** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. **General Conditions:**

A. **General Compliance:**

i. The **Subrecipient** agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the **Subrecipient** does not assume the **Grantor's** environmental responsibilities described in 24 CFR 570.604 and (2) the **Subrecipient** does not assume the **Grantor's** responsibility for initiating the review process under the provisions of 24 CFR 52.

ii. The **Subrecipient** agrees the use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, all other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities

Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the implementing regulations at 24 CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.

iv. The **Subrecipient** agrees to comply with all applicable uniform administrative requirements including all attachments, amendments, and revisions thereto, specified at 2 CFR Part 200, 24 CFR 570.502, 24 CFR 570.610, 24 CFR Part 85, and all applicable OMB Circulars, to include, but not limited to: OMB Circular A-87, "Cost Principles for State, Local and Federally Recognized Indian Tribal Governments" (and the implementing at 2 CFR Part 225); OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; OMB Circular A-122, "Cost Principles for Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 230); OMB Circular A-21, "Cost Principles for Educational Institutions" (and the implementing regulations at 2 CFR Part 220); and OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 215).

v. The **Subrecipient** also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The **Subrecipient** further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The **Subrecipient** shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The **Grantor** shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **Subrecipient** is an independent contractor.

C. **Hold Harmless:** The **Subrecipient** shall hold harmless, defend and indemnify the **Grantor** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or nonperformance of the services or subject matter called for in this Agreement.

D. **Workers' Compensation:** The **Subrecipient** shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. **Insurance & Bonding:** The **Subrecipient** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **Grantor**. The **Subrecipient** shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. **Grantor Recognition:** The **Subrecipient** shall insure recognition of the role of the

Grantor in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the **Subrecipient** will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments:** The **Grantor** or **Subrecipient** may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the **Grantor's** governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the **Grantor** or **Subrecipient** from its obligations under this Agreement. The **Grantor** may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both **Grantor** and **Subrecipient**.

H. **Suspension or Termination:**

i. In accordance with 2 CFR 200, the **Grantor** may suspend or terminate this Agreement if the **Subrecipient** materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the **Subrecipient** to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the **Subrecipient** to the **Grantor** reports that are incorrect or incomplete in any material respect.

ii. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the **Grantor** or the **Subrecipient**, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the **Grantor** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **Grantor** may terminate the award in its entirety.

7. **Administrative Requirements:**

A. **Financial Management:**

i. **Accounting Standards:** The **Subrecipient** agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation

for all costs incurred.

ii. **Cost Principles**: The **Subrecipient** shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Record Keeping:**

i. **Records to be Maintained:** The **Subrecipient** shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. **Retention:** The **Subrecipient** shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the **Grantor's** annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. **Client Data:** The **Subrecipient** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **Grantor** monitors or their designees for review upon request.

iv. **Close-outs:** The **Subrecipient's** obligation to the **Grantor** shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets

(including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the **Grantor**), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **Subrecipient** has control over CDBG funds, including program income.

v. **Audits and Inspections:** All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**. Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures:**

i. **Program Income:** The **Subrecipient** shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the **Subrecipient** shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the **Subrecipient** may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the **Grantor** at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the **Grantor**.

ii. **Indirect Costs:** If indirect costs are charged, the **Subrecipient** will develop an indirect cost allocation plan for determining the appropriate **Subrecipient's** share of administrative costs and shall submit such plan to the **Grantor** for approval, in a form specified by the **Grantor**.

iii. **Payment Procedures:** The **Grantor** will pay to the **Subrecipient** funds available under this Agreement based upon information submitted by the **Subrecipient** and consistent with any approved budget and **Grantor** policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the **Subrecipient**, and not to exceed actual cash requirements. Payments will be adjusted by the **Grantor** in accordance with advance fund and program income balances available in **Subrecipient** accounts. In addition, the **Grantor** reserves the right to liquidate funds available under this Agreement for costs incurred by the **Grantor** on behalf of the **Subrecipient**.

iv. **Progress Reports:** The **Subrecipient** shall submit regular Progress Reports to the **Grantor** in the form, content, and frequency as required by the **Grantor**.

D. **Procurement:**

i. **Compliance:** The **Subrecipient** shall comply with current **Grantor** policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the **Grantor** upon termination of this Agreement.

ii. **OMB Standards:** Unless specified otherwise within this agreement, the **Subrecipient** shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

iii. **Travel:** The **Subrecipient** shall obtain written approval from the **Grantor** for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

i. The **Subrecipient** shall transfer to the **Grantor** any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

ii. Real property under the **Subrecipient's** control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the **Subrecipient** fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the **Subrecipient** shall pay the **Grantor** an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the **Grantor**. The **Subrecipient** may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the **Subrecipient** for activities under this Agreement shall be (a) transferred to the **Grantor** for the CDBG program or (b) retained after compensating the **Grantor** an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

8. **Relocation, Real Property Acquisition and One-for-One Replacement:** The **Subrecipient**

agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The **Subrecipient** shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The **Subrecipient** also agrees to comply with applicable **Grantor** ordinances, resolutions, and policies concerning the displacement of persons from their residences.

9. **Personnel and Participant Conditions:**

A. **Civil Rights:**

i. **Compliance:** The **Subrecipient** agrees to comply with the Florida Civil Rights Act of 1992 as amended, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. **Nondiscrimination:** The **Subrecipient** agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **Grantor** and the United States are beneficiaries of and entitled to enforce such covenants. The **Subrecipient**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504:** The **Subrecipient** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The **Grantor** shall

provide the **Subrecipient** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action:**

i. **Approved Plan:** The **Subrecipient** agrees that it shall be committed to carry out pursuant to the **Grantor's** specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The **Grantor** shall provide Affirmative Action guidelines to the **Subrecipient** to assist in the formulation of such program. The **Subrecipient** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

ii. **Women- and Minority-Owned Businesses (W/MBE):** The **Subrecipient** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The **Subrecipient** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. **Access to Records:** The **Subrecipient** shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the **Grantor**, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **Notifications:** The **Subrecipient** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **Subrecipient's** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that it is an Equal Opportunity or Affirmative Action employer.

vi. **Subcontract Provisions:** The **Subrecipient** will include the provisions of Paragraphs 9.A., Civil Rights, and 9.B., Affirmative Action, above, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions:**

i. **Prohibited Activity:** The **Subrecipient** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

ii. **Land Standards:**

a. The **Subrecipient** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **Subrecipient** agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **Subrecipient** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the **Grantor** for review upon request.

b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. **"Section 3" Clause:**

a. **Compliance:**

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the

Federal financial assistance provided under this Agreement and binding upon the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors. Failure to fulfill these requirements shall subject the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **Subrecipient** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

2. The **Subrecipient** further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the

project is located, and to low- and very low-income participants in other HUD programs.

4. The **Subrecipient** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications:** The **Subrecipient** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts:** The **Subrecipient** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD The **Subrecipient** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct:**

i. **Assignability:** The **Subrecipient** shall not assign or transfer any interest in this Agreement without the prior written consent of the **Grantor** thereto.

ii. **Subcontracts:**

a. **Approvals:** The **Subrecipient** shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **Grantor** prior to the execution of such agreement.

b. **Monitoring:** The **Subrecipient** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content:** The **Subrecipient** shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process:** The **Subrecipient** shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be

forwarded to the **Grantor** along with documentation concerning the selection process.

iii. **Hatch Act:** The **Subrecipient** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. **Conflict of Interest:** The **Subrecipient** agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the **Subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **Grantor**, the **Subrecipient**, or any designated public agency.

v. **Lobbying:** The **Subrecipient** hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **Subrecipients** shall certify and disclose accordingly:

d. **Lobbying Certification:** 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.C. 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.

vi. **Copyright:** If this Agreement results in any copyrightable material or inventions, the **Grantor** and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. **Religious Activities:** The **Subrecipient** agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. **Environmental Conditions:**

A. **Air and Water:** The **Subrecipient** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., 7401, et seq.;

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **Subrecipient** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as

having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint:** The **Subrecipient** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation:** The **Subrecipient** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

11. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

12. **Notices:** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to the below, unless otherwise modified by subsequent written notice:

Grantor:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: _____
Email: _____

With a copy to:

Subrecipient:

Abdias Labranche
Name: Kristy Walker
Address: 1018 N 13th Street
City, State, Zip: Ft Pierce, FL 34950
Attn: Royal Palace Rentals LLC
Email: royalpalace772@yahoo.com

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Tanya Earley, City Attorney
Email: tearley@cityoffortpierce.com

13. **Section Headings and Subheadings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. **No Waiver:** The **Grantor's** failure to act with respect to a breach by the **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **Grantor** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. **Severability:** If any term provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

16. **Jurisdiction; Venue; and Waiver of Jury Trial:** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

17. **Entire Agreement:** This Agreement constitutes the entire agreement between the **Grantor** and the **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **Grantor** and the **Subrecipient** with respect to this Agreement.

IN WITNESS THEREOF, the **Grantor** and the **Subrecipient** have executed this Agreement as of the date first above written.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUBRECIPIENT: Royal Palau Rentals, LLC
By: Abdias Labranche and
(Name)
Print: Kristy Walker
Title: **Owner**
Today's Date: 2/14/2023

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

EXHIBIT "A"

Small Business Grant Exhibit

Grant Recipient: Royal Palace Rentals LLC

Approval: Grant recipient was approved for funding on January 17, 2023 City Commissioner meeting.

Grant Award(s):
Description: Funding for Program Year 2022-2023

Carry On Trailer	$4,598.00
Carry On Trailer Ramp	$24.98
Pool Vacuum	$49.20
Business invoicing software	$327.82
TOTAL:	**$5,000.00**

TOTAL GRANT AMOUNT: $5,000

Thank you,

BCMarinello

Brittany Marinello, JD
Grants Division Manager, Grants Administration Division

City Commission Regular Meeting - 5:05 pm **11. g.**

Meeting Date: 03/20/2023

Re: Request for Approval and Signature of Iris's T Designs Small Business Grant Agreement

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Approval of Iris's T Designs Small Business Grant Agreement for $5,000.

SUMMARY:

Small Business Grant recipient was approved by the Commissioners on January 17, 2023. The Grant Agreement was approved for form and correctness on January 20, 2023. The recipient request $5,000 for marketing, website design, and advertising.

RECOMMENDATION:

Approve and sign the agreement for the Small Business Grant.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Yes

Fiscal Year: 2022-2023

Account: 1039002-584100

Amount: $5,000

OTHER INFORMATION:

N/A

Attachments

Small Business Grant Agreement Iris's T Designs

Grant Exhibit A Iris's T Designs

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/08/2023 09:42 AM

City Manager	Nick Mimms	03/10/2023 07:45 AM
Form Started By: Brittany Marinello		Started On: 03/02/2023 02:58 PM
Final Approval Date: 03/10/2023		

SMALL BUSINESS GRANT AGREEMENT

THIS AGREEMENT is made and entered into this **23rd** day of **January 2023**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and Iris's T Designs, a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.); and

WHEREAS, the Fort Pierce City Commission, on August 15, 2022, was presented the 2022-2023 Annual Action Plan; and

WHEREAS, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the **Subrecipient's** mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. **National Objectives:** All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The **Subrecipient** certifies that the activity (ies) carried out under this Agreement will meet **Economic Development – Small Business Grant.**

2. **Scope of Project:** The specific project(s) to be provided, including intended uses for the Grant funds by **Subrecipient,** is set forth in **Exhibit "A"** to this Agreement.

3. **Term of Contract:** This Agreement shall take effect on the day the **Grantor** executes the Agreement and terminate on **September 30, 2023.**

4. **Specific Conditions:**

   A. **Grantor** agrees to pay invoices for approved expenditures, as specified in this Agreement and **"Exhibit A"** thereto, of **Subrecipient,** up to the agreed amount of **$5,000.00.**

   B. All funds from **Grantor** to **Subrecipient** being dispersed under the terms of this Agreement shall be used by **Subrecipient** solely for the purpose of those specified in **Exhibit "A."**

   C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2022-2023 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

   D. In every case, payment will be made subject to receipt of a requisition for payment from the **Subrecipient** specifying and certifying that such expenses have been incurred and

expended in conformance with this Agreement and that the **Subrecipient** is entitled to receive the amount requisitioned under the terms of this Agreement.

E. The **Subrecipient** shall not claim reimbursement from the **Grantor** for that portion of its obligations which have been paid by another source of revenue.

F. The **Subrecipient** shall notify the **Grantor** in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

G. Publications, press releases, media productions, and exhibit graphics produced by the **Subrecipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce

H. **Subrecipient** agrees to submit to **Grantor**, through the Grants Administration Division, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

I. Public access to program records shall comply with 24 CFR 570.502, 24 CFR 570.508, and all applicable laws of the State of Florida.

5. **Alteration:** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. **General Conditions:**

A. **General Compliance:**

i. The **Subrecipient** agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the **Subrecipient** does not assume the **Grantor's** environmental responsibilities described in 24 CFR 570.604 and (2) the **Subrecipient** does not assume the **Grantor's** responsibility for initiating the review process under the provisions of 24 CFR 52.

ii. The **Subrecipient** agrees the use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, all other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities

Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the implementing regulations at 24 CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.

iv. The **Subrecipient** agrees to comply with all applicable uniform administrative requirements including all attachments, amendments, and revisions thereto, specified at 2 CFR Part 200, 24 CFR 570.502, 24 CFR 570.610, 24 CFR Part 85, and all applicable OMB Circulars, to include, but not limited to: OMB Circular A-87, "Cost Principles for State, Local and Federally Recognized Indian Tribal Governments" (and the implementing at 2 CFR Part 225); OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; OMB Circular A-122, "Cost Principles for Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 230); OMB Circular A-21, "Cost Principles for Educational Institutions" (and the implementing regulations at 2 CFR Part 220); and OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 215).

v. The **Subrecipient** also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The **Subrecipient** further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The **Subrecipient** shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The **Grantor** shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **Subrecipient** is an independent contractor.

C. **Hold Harmless:** The **Subrecipient** shall hold harmless, defend and indemnify the **Grantor** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or nonperformance of the services or subject matter called for in this Agreement.

D. **Workers' Compensation:** The **Subrecipient** shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. **Insurance & Bonding:** The **Subrecipient** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **Grantor**. The **Subrecipient** shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. **Grantor Recognition:** The **Subrecipient** shall insure recognition of the role of the

Grantor in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the **Subrecipient** will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments:** The **Grantor** or **Subrecipient** may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the **Grantor's** governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the **Grantor** or **Subrecipient** from its obligations under this Agreement. The **Grantor** may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both **Grantor** and **Subrecipient**.

H. **Suspension or Termination:**

i. In accordance with 2 CFR 200, the **Grantor** may suspend or terminate this Agreement if the **Subrecipient** materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the **Subrecipient** to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the **Subrecipient** to the **Grantor** reports that are incorrect or incomplete in any material respect.

ii. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the **Grantor** or the **Subrecipient**, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the **Grantor** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **Grantor** may terminate the award in its entirety.

7. **Administrative Requirements:**

A. **Financial Management:**

i. **Accounting Standards:** The **Subrecipient** agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation

for all costs incurred.

ii. **Cost Principles**: The **Subrecipient** shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Record Keeping:**

i. **Records to be Maintained:** The **Subrecipient** shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. **Retention:** The **Subrecipient** shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the **Grantor's** annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. **Client Data:** The **Subrecipient** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **Grantor** monitors or their designees for review upon request.

iv. **Close-outs:** The **Subrecipient's** obligation to the **Grantor** shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets

(including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the **Grantor**), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **Subrecipient** has control over CDBG funds, including program income.

v. **Audits and Inspections:** All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**. Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures:**

i. **Program Income:** The **Subrecipient** shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the **Subrecipient** shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the **Subrecipient** may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the **Grantor** at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the **Grantor**.

ii. **Indirect Costs:** If indirect costs are charged, the **Subrecipient** will develop an indirect cost allocation plan for determining the appropriate **Subrecipient's** share of administrative costs and shall submit such plan to the **Grantor** for approval, in a form specified by the **Grantor**.

iii. **Payment Procedures:** The **Grantor** will pay to the **Subrecipient** funds available under this Agreement based upon information submitted by the **Subrecipient** and consistent with any approved budget and **Grantor** policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the **Subrecipient**, and not to exceed actual cash requirements. Payments will be adjusted by the **Grantor** in accordance with advance fund and program income balances available in **Subrecipient** accounts. In addition, the **Grantor** reserves the right to liquidate funds available under this Agreement for costs incurred by the **Grantor** on behalf of the **Subrecipient**.

iv. **Progress Reports:** The **Subrecipient** shall submit regular Progress Reports to the **Grantor** in the form, content, and frequency as required by the **Grantor**.

D. **Procurement:**

i. **Compliance:** The **Subrecipient** shall comply with current **Grantor** policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the **Grantor** upon termination of this Agreement.

ii. **OMB Standards:** Unless specified otherwise within this agreement, the **Subrecipient** shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

iii. **Travel:** The **Subrecipient** shall obtain written approval from the **Grantor** for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

i. The **Subrecipient** shall transfer to the **Grantor** any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

ii. Real property under the **Subrecipient's** control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the **Subrecipient** fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the **Subrecipient** shall pay the **Grantor** an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the **Grantor**. The **Subrecipient** may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the **Subrecipient** for activities under this Agreement shall be (a) transferred to the **Grantor** for the CDBG program or (b) retained after compensating the **Grantor** an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

8. **Relocation, Real Property Acquisition and One-for-One Replacement:** The **Subrecipient**

agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The **Subrecipient** shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The **Subrecipient** also agrees to comply with applicable **Grantor** ordinances, resolutions, and policies concerning the displacement of persons from their residences.

9. **Personnel and Participant Conditions:**

A. **Civil Rights:**

i. **Compliance:** The **Subrecipient** agrees to comply with the Florida Civil Rights Act of 1992 as amended, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. **Nondiscrimination:** The **Subrecipient** agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **Grantor** and the United States are beneficiaries of and entitled to enforce such covenants. The **Subrecipient**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504:** The **Subrecipient** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The **Grantor** shall

provide the **Subrecipient** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action:**

i. **Approved Plan:** The **Subrecipient** agrees that it shall be committed to carry out pursuant to the **Grantor's** specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The **Grantor** shall provide Affirmative Action guidelines to the **Subrecipient** to assist in the formulation of such program. The **Subrecipient** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

ii. **Women- and Minority-Owned Businesses (W/MBE):** The **Subrecipient** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The **Subrecipient** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. **Access to Records:** The **Subrecipient** shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the **Grantor**, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **Notifications:** The **Subrecipient** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **Subrecipient's** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that it is an Equal Opportunity or Affirmative Action employer.

vi. **Subcontract Provisions:** The **Subrecipient** will include the provisions of Paragraphs 9.A., Civil Rights, and 9.B., Affirmative Action, above, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions:**

i. **Prohibited Activity:** The **Subrecipient** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

ii. **Land Standards:**

a. The **Subrecipient** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **Subrecipient** agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **Subrecipient** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the **Grantor** for review upon request.

b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. **"Section 3" Clause:**

a. **Compliance:**

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the

Federal financial assistance provided under this Agreement and binding upon the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors. Failure to fulfill these requirements shall subject the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **Subrecipient** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

2. The **Subrecipient** further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the

project is located, and to low- and very low-income participants in other HUD programs.

4. The **Subrecipient** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications:** The **Subrecipient** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts:** The **Subrecipient** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD The **Subrecipient** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct:**

i. **Assignability:** The **Subrecipient** shall not assign or transfer any interest in this Agreement without the prior written consent of the **Grantor** thereto.

ii. **Subcontracts:**

a. **Approvals:** The **Subrecipient** shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **Grantor** prior to the execution of such agreement.

b. **Monitoring:** The **Subrecipient** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content:** The **Subrecipient** shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process:** The **Subrecipient** shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be

forwarded to the **Grantor** along with documentation concerning the selection process.

iii. **Hatch Act:** The **Subrecipient** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. **Conflict of Interest:** The **Subrecipient** agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the **Subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **Grantor**, the **Subrecipient**, or any designated public agency.

v. **Lobbying:** The **Subrecipient** hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **Subrecipients** shall certify and disclose accordingly:

d. **Lobbying Certification:** 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.C. 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.

vi. **Copyright:** If this Agreement results in any copyrightable material or inventions, the **Grantor** and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. **Religious Activities:** The **Subrecipient** agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. **Environmental Conditions:**

A. **Air and Water:** The **Subrecipient** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., 7401, et seq.;

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **Subrecipient** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as

having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint:** The **Subrecipient** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation:** The **Subrecipient** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

11. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

12. **Notices:** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to the below, unless otherwise modified by subsequent written notice:

Grantor:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: _____
Email: _____

Subrecipient:

Name: [illegible]
Address: [illegible]
City, State, Zip: [illegible] 34981
Attn: _____
Email: [illegible]

With a copy to:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Tanya Earley, City Attorney
Email: tearley@cityoffortpierce.com

13. **Section Headings and Subheadings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. **No Waiver:** The **Grantor's** failure to act with respect to a breach by the **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **Grantor** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. **Severability:** If any term provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

16. **Jurisdiction; Venue; and Waiver of Jury Trial:** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

17. **Entire Agreement:** This Agreement constitutes the entire agreement between the **Grantor** and the **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **Grantor** and the **Subrecipient** with respect to this Agreement.

IN WITNESS THEREOF, the **Grantor** and the **Subrecipient** have executed this Agreement as of the date first above written.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUBRECIPIENT: IRIS T Designs
By: _____
(Name)
Print: IRIS D. WILLARD-KING
Title: **Owner**
Today's Date: 1/23/23

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

EXHIBIT "A"

Small Business Grant Exhibit

Grant Recipient: Iris's T Designs

Approval: Grant recipient was approved for funding on January 17, 2023 City Commissioner meeting.

Grant Award(s):
Description: Funding for Program Year 2022-2023

Heat Press Machine	$1,500
Large Format Printer	$3,000
Business Materials	$500
TOTAL:	**$5,000.00**

TOTAL GRANT AMOUNT: $5,000

Thank you,

BCMarinello

Brittany Marinello, JD
Grants Division Manager, Grants Administration Division

City Commission Regular Meeting - 5:05 pm **11. h.**

Meeting Date: 03/20/2023

Re: Request for Approval and Signature of EMS Safety & Healthcare Training Center Small Business Grant Agreement

Submitted For: Brittany Marinello, Grants Manager, Finance Department

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SUBJECT:

Approval of EMS Safety & Healthcare Training Center Small Business Grant Agreement for $5,000.

SUMMARY:

Small Business Grant Recipient was approved by the Commissioners on January 17, 2023. The Grant Agreement was approved for form and correctness on January 20, 2023. The recipient request $5,000 for 4 months of radio and podcast advertisement and adding curriculum to the safety and training course.

RECOMMENDATION:

Approve and sign the agreement for the Small Business Grant.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	Yes
Fiscal Year:	2022-2023
Account:	1039002-584100
Amount:	$5,000

OTHER INFORMATION:

N/A

Attachments

EMS Safety Grant Agreement

EMS Grant Agreement Exhibit A

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/08/2023 09:41 AM
City Manager	Nick Mimms	03/10/2023 07:46 AM

Form Started By: Brittany Marinello
Started On: 03/06/2023 09:55 AM
Final Approval Date: 03/10/2023

SMALL BUSINESS GRANT AGREEMENT

THIS AGREEMENT is made and entered into this **20th** day of **January 2023**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and EMS Safety & Healthcare Training Center, a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.); and

WHEREAS, the Fort Pierce City Commission, on August 15, 2022, was presented the 2022-2023 Annual Action Plan; and

WHEREAS, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the **Subrecipient's** mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. **National Objectives:** All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The **Subrecipient** certifies that the activity (ies) carried out under this Agreement will meet **Economic Development – Small Business Grant.**

2. **Scope of Project:** The specific project(s) to be provided, including intended uses for the Grant funds by **Subrecipient,** is set forth in **Exhibit "A"** to this Agreement.

3. **Term of Contract:** This Agreement shall take effect on the day the **Grantor** executes the Agreement and terminate on **September 30, 2023.**

4. **Specific Conditions:**

   A. **Grantor** agrees to pay invoices for approved expenditures, as specified in this Agreement and **"Exhibit A"** thereto, of **Subrecipient,** up to the agreed amount of **$5,000.00.**

   B. All funds from **Grantor** to **Subrecipient** being dispersed under the terms of this Agreement shall be used by **Subrecipient** solely for the purpose of those specified in **Exhibit "A."**

   C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2022-2023 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

   D. In every case, payment will be made subject to receipt of a requisition for payment from the **Subrecipient** specifying and certifying that such expenses have been incurred and

expended in conformance with this Agreement and that the **Subrecipient** is entitled to receive the amount requisitioned under the terms of this Agreement.

E. The **Subrecipient** shall not claim reimbursement from the **Grantor** for that portion of its obligations which have been paid by another source of revenue.

F. The **Subrecipient** shall notify the **Grantor** in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

G. Publications, press releases, media productions, and exhibit graphics produced by the **Subrecipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce

H. **Subrecipient** agrees to submit to **Grantor**, through the Grants Administration Division, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

I. Public access to program records shall comply with 24 CFR 570.502, 24 CFR 570.508, and all applicable laws of the State of Florida.

5. **Alteration:** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. **General Conditions:**

A. **General Compliance:**

i. The **Subrecipient** agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the **Subrecipient** does not assume the **Grantor's** environmental responsibilities described in 24 CFR 570.604 and (2) the **Subrecipient** does not assume the **Grantor's** responsibility for initiating the review process under the provisions of 24 CFR 52.

ii. The **Subrecipient** agrees the use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, all other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities

Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the implementing regulations at 24 CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.

iv. The **Subrecipient** agrees to comply with all applicable uniform administrative requirements including all attachments, amendments, and revisions thereto, specified at 2 CFR Part 200, 24 CFR 570.502, 24 CFR 570.610, 24 CFR Part 85, and all applicable OMB Circulars, to include, but not limited to: OMB Circular A-87, "Cost Principles for State, Local and Federally Recognized Indian Tribal Governments" (and the implementing at 2 CFR Part 225); OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; OMB Circular A-122, "Cost Principles for Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 230); OMB Circular A-21, "Cost Principles for Educational Institutions" (and the implementing regulations at 2 CFR Part 220); and OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 215).

v. The **Subrecipient** also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The **Subrecipient** further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The **Subrecipient** shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The **Grantor** shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **Subrecipient** is an independent contractor.

C. **Hold Harmless:** The **Subrecipient** shall hold harmless, defend and indemnify the **Grantor** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or nonperformance of the services or subject matter called for in this Agreement.

D. **Workers' Compensation:** The **Subrecipient** shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. **Insurance & Bonding:** The **Subrecipient** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **Grantor**. The **Subrecipient** shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. **Grantor Recognition:** The **Subrecipient** shall insure recognition of the role of the

Grantor in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the **Subrecipient** will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments:** The **Grantor** or **Subrecipient** may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the **Grantor's** governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the **Grantor** or **Subrecipient** from its obligations under this Agreement. The **Grantor** may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both **Grantor** and **Subrecipient.**

H. **Suspension or Termination:**

i. In accordance with 2 CFR 200, the **Grantor** may suspend or terminate this Agreement if the **Subrecipient** materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the **Subrecipient** to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the **Subrecipient** to the **Grantor** reports that are incorrect or incomplete in any material respect.

ii. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the **Grantor** or the **Subrecipient,** in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the **Grantor** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **Grantor** may terminate the award in its entirety.

7. **Administrative Requirements:**

A. **Financial Management:**

i. **Accounting Standards:** The **Subrecipient** agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation

for all costs incurred.

ii. **Cost Principles**: The **Subrecipient** shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Record Keeping:**

i. **Records to be Maintained:** The **Subrecipient** shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. **Retention:** The **Subrecipient** shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the **Grantor's** annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. **Client Data:** The **Subrecipient** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **Grantor** monitors or their designees for review upon request.

iv. **Close-outs:** The **Subrecipient's** obligation to the **Grantor** shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets

(including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the **Grantor**), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **Subrecipient** has control over CDBG funds, including program income.

v. **Audits and Inspections:** All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**. Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures:**

i. **Program Income:** The **Subrecipient** shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the **Subrecipient** shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the **Subrecipient** may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the **Grantor** at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the **Grantor**.

ii. **Indirect Costs:** If indirect costs are charged, the **Subrecipient** will develop an indirect cost allocation plan for determining the appropriate **Subrecipient's** share of administrative costs and shall submit such plan to the **Grantor** for approval, in a form specified by the **Grantor**.

iii. **Payment Procedures:** The **Grantor** will pay to the **Subrecipient** funds available under this Agreement based upon information submitted by the **Subrecipient** and consistent with any approved budget and **Grantor** policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the **Subrecipient**, and not to exceed actual cash requirements. Payments will be adjusted by the **Grantor** in accordance with advance fund and program income balances available in **Subrecipient** accounts. In addition, the **Grantor** reserves the right to liquidate funds available under this Agreement for costs incurred by the **Grantor** on behalf of the **Subrecipient**.

iv. **Progress Reports:** The **Subrecipient** shall submit regular Progress Reports to the **Grantor** in the form, content, and frequency as required by the **Grantor**.

D. **Procurement:**

i. **Compliance:** The **Subrecipient** shall comply with current **Grantor** policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the **Grantor** upon termination of this Agreement.

ii. **OMB Standards:** Unless specified otherwise within this agreement, the **Subrecipient** shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

iii. **Travel:** The **Subrecipient** shall obtain written approval from the **Grantor** for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

i. The **Subrecipient** shall transfer to the **Grantor** any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

ii. Real property under the **Subrecipient's** control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the **Subrecipient** fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the **Subrecipient** shall pay the **Grantor** an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the **Grantor**. The **Subrecipient** may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the **Subrecipient** for activities under this Agreement shall be (a) transferred to the **Grantor** for the CDBG program or (b) retained after compensating the **Grantor** an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

8. **Relocation, Real Property Acquisition and One-for-One Replacement:** The **Subrecipient**

agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The **Subrecipient** shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The **Subrecipient** also agrees to comply with applicable **Grantor** ordinances, resolutions, and policies concerning the displacement of persons from their residences.

9. **Personnel and Participant Conditions:**

A. **Civil Rights:**

i. **Compliance:** The **Subrecipient** agrees to comply with the Florida Civil Rights Act of 1992 as amended, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. **Nondiscrimination:** The **Subrecipient** agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **Grantor** and the United States are beneficiaries of and entitled to enforce such covenants. The **Subrecipient**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504:** The **Subrecipient** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The **Grantor** shall

provide the **Subrecipient** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action:**

i. **Approved Plan:** The **Subrecipient** agrees that it shall be committed to carry out pursuant to the **Grantor's** specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The **Grantor** shall provide Affirmative Action guidelines to the **Subrecipient** to assist in the formulation of such program. The **Subrecipient** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

ii. **Women- and Minority-Owned Businesses (W/MBE):** The **Subrecipient** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The **Subrecipient** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. **Access to Records:** The **Subrecipient** shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the **Grantor**, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **Notifications:** The **Subrecipient** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **Subrecipient's** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that it is an Equal Opportunity or Affirmative Action employer.

vi. **Subcontract Provisions:** The **Subrecipient** will include the provisions of Paragraphs 9.A., Civil Rights, and 9.B., Affirmative Action, above, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions:**

i. **Prohibited Activity:** The **Subrecipient** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

ii. **Land Standards:**

a. The **Subrecipient** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **Subrecipient** agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **Subrecipient** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the **Grantor** for review upon request.

b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. **"Section 3" Clause:**

a. **Compliance:**

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the

Federal financial assistance provided under this Agreement and binding upon the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors. Failure to fulfill these requirements shall subject the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **Subrecipient** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

2. The **Subrecipient** further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the

project is located, and to low- and very low-income participants in other HUD programs.

4. The **Subrecipient** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications:** The **Subrecipient** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts:** The **Subrecipient** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD The **Subrecipient** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct:**

i. **Assignability:** The **Subrecipient** shall not assign or transfer any interest in this Agreement without the prior written consent of the **Grantor** thereto.

ii. **Subcontracts:**

a. **Approvals:** The **Subrecipient** shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **Grantor** prior to the execution of such agreement.

b. **Monitoring:** The **Subrecipient** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content:** The **Subrecipient** shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process:** The **Subrecipient** shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be

forwarded to the **Grantor** along with documentation concerning the selection process.

iii. **Hatch Act:** The **Subrecipient** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. **Conflict of Interest:** The **Subrecipient** agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the **Subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **Grantor**, the **Subrecipient**, or any designated public agency.

v. **Lobbying:** The **Subrecipient** hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **Subrecipients** shall certify and disclose accordingly:

d. **Lobbying Certification:** 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.C. 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.

vi. **Copyright:** If this Agreement results in any copyrightable material or inventions, the **Grantor** and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. **Religious Activities:** The **Subrecipient** agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. **Environmental Conditions:**

A. **Air and Water:** The **Subrecipient** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., 7401, et seq.;

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **Subrecipient** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as

having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint:** The **Subrecipient** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation:** The **Subrecipient** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

11. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

12. **Notices:** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to the below, unless otherwise modified by subsequent written notice:

Grantor:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: _____
Email: _____

Subrecipient:

Name: Pamela A. Turner
Address: 1905 South 25th Street
City, State, Zip: Fort Pierce FL Ste 105 34947
Attn: _____
Email: pturner7675@gmail.com

With a copy to:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Tanya Earley, City Attorney
Email: tearley@cityoffortpierce.com

13. **Section Headings and Subheadings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. **No Waiver:** The **Grantor's** failure to act with respect to a breach by the **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **Grantor** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. **Severability:** If any term provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

16. **Jurisdiction; Venue; and Waiver of Jury Trial:** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

17. **Entire Agreement:** This Agreement constitutes the entire agreement between the **Grantor** and the **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **Grantor** and the **Subrecipient** with respect to this Agreement.

IN WITNESS THEREOF, the **Grantor** and the **Subrecipient** have executed this Agreement as of the date first above written.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUBRECIPIENT: EMS Safety & Healthcare Training Center LLC
By: Pamela M Turner
(Name)
Print: Pamela M Turner
Title: **Owner**
Today's Date: 01/20/2023

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

EXHIBIT "A"

Small Business Grant Exhibit

Grant Recipient: EMS Safety & Healthcare Training Center

Approval: Grant recipient was approved for funding on January 17, 2023 City Commissioner meeting.

Grant Award(s):
Description: Funding for Program Year 2022-2023

Radio and Podcast advertisement (1 month)	$1,105
Radio and Podcast advertisement (1 month)	$1,105
Radio and Podcast advertisement (1 month)	$1,105
Radio and Podcast advertisement (1 month)	$1,105
Adding Curriculum	$580
TOTAL:	**$5,000**

TOTAL GRANT AMOUNT: $5,000

Thank you,

BCMarinello

Brittany Marinello, JD
Grants Division Manager, Grants Administration Division

City Commission Regular Meeting - 5:05 pm **11. i.**

Meeting Date: 03/20/2023

Re: Request for Approval and Signature of FPUA awarded Resilient Florida Grant

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Approval of DEP Resilient Florida Grant in the amount of $15,000,000.00 for the waste water reclamation facility relocation, natural system enhancements, and restoration of 2.23 acres of seagrass, the offset of water use with 2 MGD of reuse, and upgrades to existing facility components.

SUMMARY:

Grant was awarded on 3/2/2023 for plant relocation, natural system enhancement, and restoration of 2.23 acres of seagrass, the offset of water use with 2 MGD of reuse, and upgrades to existing facility components.

RECOMMENDATION:

Approve and sign Grant Agreement.

ALTERNATIVES:

Staff will proceed as recommended by the Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager
Theresa-Maria Orellana, Grant Writer
Rachel Tennant, Public Affairs and Sustainability Manager, FPUA

COORDINATED WITH:

Brittany Marinello, Grants Division Manager
Rachel Tennant, Public Affairs and Sustainability Manger, FPUA

Fiscal Impact

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

OTHER INFORMATION:

N/A

Attachments

FFATA Form

Contract Provisions SLFRF
Resilient Florida Grantee Match Form
Grantee Match Form
Reporting Requirements

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/14/2023 10:15 AM
City Manager	Nick Mimms	03/15/2023 10:54 AM

Form Started By: Theresa-Maria Orellana Started On: 03/07/2023 12:07 PM
Final Approval Date: 03/15/2023

Florida Department of Environmental Protection

Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Submit completed form to: Contracts_Adm@FloridaDEP.gov

Purpose: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection ("DEP") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate $30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).
[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of "subaward".]

Organization and Project Information: As of October 1, 2015, the following information must be provided to the DEP prior to the DEP's issuance of a subaward (Agreement) that obligates $30,000 or more in federal funds as described above. Please provide the following information and return the signed form to DEP as requested. If you have any questions, please contact the DEP's Bureau of General Services, Contracts Team at Contracts_Adm@FloridaDEP.gov or at telephone number 850/245-2361 for assistance.

UEI: _____
(UEI must be twelve (12) characters not including dashes)*
Federal Award ID Number (FAIN#): _____
Catalog of Federal Domestic Assistance (CFDA)#: _____
DEP Assigned Grant Agreement#: _____
Dollar Amount of Grant Disbursement: _____

**** If your company or organization does not have a UEI number, you will need to refer to the Sam.gov website at https://sam.gov/content/home to register your entity to request a Unique Entity ID.***

Business Name: _____
DBA Name (If applicable): _____

Principal Place of Business Address:

Address Line 1: _____
Address Line 2: _____
Address Line 3: _____
City: _____ State: _____ Zip+4: _____

Description of Project (up to 4000 characters):

Principal Place of Project Performance (If different than principal place of business)

Address Line 1: _____
Address Line 2: _____
Address Line 3: _____
City: _____ State: _____ Zip+4: _____

Congressional District for Principal Place of Project Performance: _____
(Providing the Zip+4 ensures that the correct Congressional District is reported.)

Executive Compensation Information:

YES	NO	1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; and, (b) $30,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

If the answer to Question 1 is "Yes," continue to Question 2.
If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

YES	NO	2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78 m (a), 78 o(d)), or Section 6104 of the Internal Revenue Code of 1986?

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "NO" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.

For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:
"Executive" is defined as "officers, managing partners, or other employees in management positions".
"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Total Compensation Chart for Most Recently Completed Fiscal Year

Date of Fiscal Year Completion (mm/dd/yyyy) _____

The undersigned as (enter position title) _____

of (enter Business Name) _____

Certifies that on the date written below, the information provided herein is accurate.
Type or Print Name: _____ Title: _____

Signature: _____ Date: _____

Rank (Highest to Lowest)	Last Name	First Name	MI	Title	Total Compensation for Most Recently Completed Fiscal Year

The undersigned as (enter position title) _____
Of (enter Business Name) _____
Certifies that on the date written below, the information provided herein is accurate.

_____ _____
Print Name Title

_____ _____
Signature Date

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. 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. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

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

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

State and Local Fiscal Recovery Funds (SLFRF) Reporting Requirements

Contracts and Grant Agreements funded with SLFRF funds are required additional reporting requirements to be kept with the project file. Complete the required reporting questions below and return to your Contract/Grant Agreement's Contract/Grant Manager.

1. Provide a brief narrative as to how the Contractor/Grantee will comply with Title VI of the Civil Rights Act of 1964.

The City of Fort Pierce and FPUA will adhere to contract requirements, federal regulations and state laws and rules in meeting Civil Rights requirements. The City of Fort Pierce ("The City") and FPUA will follow Title VI of the Civil Rights Act of 1964 regulations by adopting required policies, ordinances and resolutions, designating various coordinators, advertising the coordinators' contact information, conducting various required activities, and establishing various complaint procedures and tracking logs.

The City and FPUA will take prompt actions to address any complaints it receives and will make every effort to resolve these complaints in a timely manner.

All complaints received, including verbal (phone calls, in person) and written, will be documented in appropriate log sheets for general citizen's complaints, Fair Housing complaints, EEO complaints and Section 504/ADA complaints. FPUA will notify its state/federal grant manager immediately upon receipt of any grant related complaints and will make efforts to address, assist, resolve and/or make referrals on complaints received, whether verbal or written. The actions, results and conclusions of these complaints will be recorded in the appropriate log sheets.

2. No additional reporting requirements.

_____ _____

Printed Name of Authorized Representative Contractor/Grantee Name

_____ _____

Signature of Authorized Representative Title

_____

Project Name

City Commission Regular Meeting - 5:05 pm **11. j.**

Meeting Date: 03/20/2023

Re: Lease Agreement between the City of Fort Pierce and the Original Florida Hall of Fame Highwaymen, Inc.

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

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SUBJECT:

Approval of agreement between the City of Fort Pierce and the Original Florida Hall of Fame Highwaymen, Inc. to lease an adjacent parcel and the parking lot at the Jackie Caynon Building, located at 1234 Avenue.

SUMMARY:

The Original Florida Hall of Fame Highwaymen, Inc. currently has an executed agreement with the Fort Pierce Redevelopment Agency to lease and improve the Jackie L. Caynon Building, located at 1234 Avenue D, an adjacent vacant parcel of land, and the parking lot. The parking lot and the parcel are owned by the City of Fort Pierce and is part of a proposed plan to renovate the building and improve the parking lot, and surrounding property to create the City of Fort Pierce Highwaymen Museum. This lease formalizes an agreement between the organization and the City for use of the parcels owned by the City.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Nichoas C. Mimms, P.E., ICMA-CM, City Manager
City Attorney's Office
Doretha Hair-Truesdell, Original Florida Hall of Fame Highwaymen Inc.

Fiscal Impact

Budgeted Y/N: N/a
Fiscal Year: 2023
Account: N/A
Amount: N/A
OTHER INFORMATION:

There is no cost associated.

Attachments

Lease Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/10/2023 07:49 AM
City Manager	Nick Mimms	03/15/2023 10:55 AM

Form Started By: Audria Moore-Wells Started On: 03/07/2023 03:55 PM

Final Approval Date: 03/15/2023

AGREEMENT TO LEASE THE PARKING LOT TO THE JACKIE L. CAYNON BUILDING (1234 AVENUE D, FORT PIERCE, FLORIDA)

THIS LEASE AGREEMENT entered into this ____ day of _____ 2023 by and between the **CITY OF FORT PIERCE, FLORIDA,** (hereafter "LANDLORD") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950; and **ORIGINAL FLORIDA HALL OF FAME HIGHWAYMEN, INC.,** a non-profit Florida corporation (hereafter "TENANT") whose business address is 2804 Dunbar Street, Fort Pierce, Florida 34947.

RECITALS:

WHEREAS, the Fort Pierce Redevelopment Agency (FPRA) and TENANT entered into a Lease Agreement on November 8, 2022, attached hereto as Exhibit 1 and incorporated by reference; and

WHEREAS, the LANDLORD owns the parking lot (Parcel ID: 2409-501-0001-000-6) and the green space (Parcel ID: 2409-501-0004-000-7) referenced in Exhibit 1 and Exhibit A attached to Exhibit 1; and

WHEREAS, the LANDLORD and TENANT desire to adopt the Lease Agreement contained in Exhibit 1 as if fully executed on November 8, 2022 with respect to the parking lot (Parcel ID: 2409-501-0001-000-6) and green space (Parcel ID: 2409-501-0004-000-7) owned by LANDLORD; and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, LANDLORD and TENANT do hereby agree as follows:

1. LANDLORD adopts Exhibit 1 as if fully executed on November 8, 2022.
2. All terms and conditions in Exhibit 1 are adopted under this Lease Agreement with

respect to the parking lot without alteration, except as follows:

a. LANDLORD shall be added as an additional insured on all insurance policies obtained pursuant to Exhibit 1.

b. No additional Lease Payments are required for this Lease Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease Agreement as of the day and year first above written.

ATTEST:

By: _____
Linda Cox, City Clerk

LANDLORD:
CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Tanya M. Earley, City Attorney

TENANT:
ORIGINAL FLORIDA HALL OF FAME HIGHWAYMEN, INC.

WITNESS AS TO TENANT:

By: _____
Print Name: _____

TENANT:

By: _____
Doretha Truesdell, President

Date: _____

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease Agreement as of the day and year first above written.

ATTEST:

By: _____
Linda Cox, City Clerk

LANDLORD:
CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Tanya M. Earley, City Attorney

TENANT:
ORIGINAL FLORIDA HALL OF FAME HIGHWAYMEN, INC.

WITNESS AS TO TENANT:

By: Felicia Atkins
Print Name: Felicia Atkins

TENANT:

By: Doretha Truesdell
Doretha Truesdell, President

Date: 3/8/2023

Exhibit 1

AGREEMENT TO LEASE THE JACKIE L. CAYNON BUILDING (1234 AVENUE D, FORT PIERCE, FLORIDA)

THIS LEASE AGREEMENT entered into this 8th day of November 2022 by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA),** a dependent special district of the **CITY OF FORT PIERCE, FLORIDA,** (hereafter "LANDLORD") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950; and **ORIGINAL FLORIDA HALL OF FAME HIGHWAYMEN, INC.,** a non-profit Florida corporation (hereafter "TENANT") whose business address is 2804 Dunbar Street, Fort Pierce, Florida 34947.

RECITALS:

WHEREAS, the LANDLORD, is the owner of an approximate 3,700 square foot building known as the Jackie L. Caynon Building, located at 1234 Avenue D, Fort Pierce, Florida 34950 (hereafter the "Demised Premises"); and

WHEREAS, the TENANT was selected by LANDLORD to manage and operate the City of Fort Pierce Highwaymen Museum (hereafter the "Museum") upon the Demised Premises; and

WHEREAS, the TENANT is accepting this Lease Agreement to continue to manage and operate the Museum, keeping regular posted hours of operation acceptable to LANDLORD, and performing a specific public benefit, subject to the review and approval of the LANDLORD and the terms and conditions of this Lease Agreement; and

WHEREAS, this Lease Agreement shall be subject to all existing zoning and building restrictions and regulations and provisions and clauses set forth herein; and

WHEREAS, the LANDLORD is desirous of leasing the Demised Premises to TENANT.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, LANDLORD and TENANT do hereby agree as follows:

1. **TERM**. The Term of this Lease Agreement shall be for a period of fifty (50) years, commencing on the Effective Date (as defined in Section 19(i) below) and ending at midnight on the last day of the calendar month in which the fiftieth (50th) anniversary of the Effective Date occurs, unless sooner terminated as provided herein.

2. **RENEWAL TERM**. At the beginning of the forty-seventh (47th) year of the Term, LANDLORD and TENANT will review the Museum management and operations and mutually agree whether to renew the term of the Lease Agreement for an additional term up to forty-nine (49) years (hereafter the "Renewal Term"). If renewed, the Renewal Term shall be under the same terms as were in effect during the Initial Term unless the parties otherwise agree. TENANT'S renewal is subject to the agreement of both parties. In its review for renewal, LANDLORD shall not be unreasonable, arbitrary, or capricious. LANDLORD shall review whether TENANT'S performance under this Lease Agreement is satisfactory and providing a public benefit consistent with TENANT'S original intent to foster a greater appreciation of fine arts amongst the residents of and visitors to the City of Fort Pierce.

3. **DEMISED PREMISES**. The Tenant shall use and occupy the Demised Premises, which shall consist of an approximately three thousand seven hundred (3,700) square foot building known as the Jackie L. Caynon Building, located at 1234 Avenue D, Fort Pierce, Florida 34950 as depicted on Exhibit "A," attached hereto and incorporated herein by reference. LANDLORD shall further permit TENANT to use and occupy such additional areas, such as the parking lot, sidewalks, field,

and other common areas of the overall facility as are needed and authorized for the reasonable use of the facility. TENANT acknowledges that its use and occupancy of the facility is part of an overall complex of buildings and facilities generally known as the Jackie L. Caynon Building. TENANT further acknowledges that its use and occupancy of the facility shall at all times be subject to the concurrent use of the ground area and surrounding property as LANDLORD may deem necessary for all uses in connection with the operation of the entire existing or future project.

4. **LEASE PAYMENTS.** TENANT, in consideration of this Lease Agreement, shall pay LANDLORD, without demand, at the offices of the Director of Finance, City Hall, 100 North U.S. 1, Fort Pierce, Florida 34950, or such other place as LANDLORD may from time to time designate in writing, rent in the amount of ONE DOLLAR ($1.00) per year.

5. **TAXES.** If ad valorem taxes are applicable, TENANT agrees to pay its proportionate share as are billed and determined by LANDLORD or the taxing authority. TENANT further agrees that should any of its use of the property be subject to sales, use, excise, or rental taxes levied by any taxing authority, TENANT similarly agrees to pay such taxes and hold LANDLORD harmless from the same.

6. **HOURS OF OPERATION**. At all times during this Lease Agreement, TENANT shall be required to operate a first-class facility with minimum hours of operation. The hours of operation for the Museum in the Fall through the Spring months (approximately the beginning of September to the middle of June each year) shall be Wednesday to Saturday from 10:00am to 4:00pm and Sunday from 12:00pm to 4:00pm. The hours of operation for the Museum in the Summer months

(approximately the middle of June to the end of July each year) shall be Saturday from 10:00am to 4:00pm and Sunday from 12:00pm to 4:00pm. The Museum shall also be opened and operated by scheduled appointment for individual and group tours throughout the year.

The Museum is permitted to close, without prior LANDLORD approval and upon the discretion of the TENANT, on the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

If a change is required to the hours of operation or the facility is to be closed at any time other than what is included in this Lease Agreement, such change in operating hours or closure shall require the written consent of LANDLORD.

7. **INSURANCE**. LANDLORD shall obtain and maintain all risk commercial property insurance on the exterior structure of the Demised Premises. TENANT shall insure the contents of all such buildings or structures of the Demised Premises. TENANT agrees that LANDLORD shall not be responsible for loss or damage to any contents of such buildings or structures on the Demised Premises.

TENANT shall purchase and maintain Workers' Compensation insurance on a form no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against LANDLORD. The minimum amount of coverage (inclusive of any amount provided by an umbrella

or excess policy) shall be:

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

TENANT shall purchase and maintain Commercial General Liability Insurance on a form no more restrictive than the latest edition of the standard occurrence Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by the ISO or the State of Florida.

In addition, LANDLORD shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 11, Additional Insured-Managers or Lessors of Premises. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$1,000,000	Each Occurrence
$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate

The insurance provided by TENANT shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by LANDLORD. Any insurance, or self-insurance, maintained by LANDLORD shall be in excess of, and shall not contribute with, the insurance provided by TENANT.

Except as otherwise specifically authorized in this Lease Agreement, no deductible or self-insured retention for any required insurance provided by TENANT pursuant to this Lease Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of LANDLORD), TENANT shall be responsible for paying on behalf of LANDLORD any such deductible or self-insured retention.

TENANT shall further furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect within thirty (30) days of the execution of this Lease Agreement, which certificate shall provide a minimum of thirty (30) days' notice to LANDLORD prior to the cancellation or termination of any insurance policy. Additionally, LANDLORD, from time to time, may require evidence of all such insurance coverages and policies above and TENANT shall agree to supply these policies or proof of insurance. LANDLORD shall further have the right to require TENANT to make reasonable increases to the minimum required limits of insurance specified herein during the term of this Lease Agreement.

8. **USE OF PREMISES.** TENANT shall utilize the Demised Premises for all uses pertinent to and related to its Highwaymen programs. TENANT further agrees to keep the Demised Premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other obligations imposed by applicable provisions of building, housing, health and environmental codes of any local, state, or federal law, regulation, or agency; to make no alterations or additions to the Demised Premises without the prior written

consent of LANDLORD; to commit no waste of the Demised Premises; to remove all garbage and other debris which results from the operation of TENANT's operations and use of the premises in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances; not to destroy, deface, damage, impair or remove any part of the Demised Premises, or property therein belonging to LANDLORD; to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not unreasonably disturb others or constitute a breach of the peace; and to surrender the Demised Premises at the termination of this Lease Agreement in a good state and condition as reasonable use and wear will have permitted.

LANDLORD shall be permitted use of the Demised Premises with the written consent of TENANT. Such consent shall not be withheld unreasonably, arbitrarily, or capriciously by TENANT.

A copy of the posted hours of operation and a list of the programming curriculum shall be furnished to LANDLORD at the time of the execution of this Lease Agreement and updated upon request.

9. **MAINTENANCE AND REPAIR.** TENANT shall, at all times, maintain the facility, and all appurtenances thereof, in a first-class condition and appearance, in compliance with all local, state, or federal statutes, codes, ordinances, and rules. TENANT shall keep and maintain in good order and condition (which maintenance

shall mean replacement if necessary), the interior of the Demised Premises. LANDLORD shall be responsible for the maintenance of the exterior of the building, including the foundation, exterior walls, roof, generator(s), elevator(s), HVAC system, landscaping, brick paver garden, fire suppression system, backup water system, and parking lot.

10. **ALTERATIONS.** TENANT shall not make any alterations, additions, or improvements to the Demised Premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements, and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease Agreement unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the Demised Premises to the original condition at TENANT's expense. Any linoleum, carpeting, or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT.

11. **UTILITIES.** LANDLORD agrees to pay the following utility services furnished to the Demised Premises: heat, water, electricity, garbage, alarm/security system, internet, and Wi-Fi. TENANT shall contract in its own name and shall pay the charge before delinquency, for all other utility services rendered or furnished to the Demised Premises, including telephone, together with all taxes or other charges

levied on such utility services. LANDLORD may, if it so elects, furnish one or more other utility services to TENANT with TENANT'S written approval, in the event such utilities or services are tied to and a part of LANDLORD's other facilities or common area. In such event, TENANT agrees to pay its pro rata share of such utilities or services as determined by LANDLORD from time to time.

12. **TITLE TO IMPROVEMENTS.** Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease Agreement or any renewal or extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories, and modifications thereof from the Demised Premises.

13. **DAMAGE AND OBLIGATION TO RESTORE.** TENANT shall give immediate written notice to LANDLORD of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should be: (1) damaged by any uninsured casualty or; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD may elect either to terminate the Lease Agreement or to proceed to rebuild and repair the Demised Premises. Should LANDLORD elect to terminate the Lease Agreement, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty. Except as otherwise provided herein, in the event the Demised Premises should be damaged by fire or other casualty insurable under

standard fire and extended insurance coverage, LANDLORD shall proceed with reasonable diligence to rebuild and repair the Demised Premises. LANDLORD's obligation to rebuild and repair shall be limited to restoring the Demised Premises to substantially return to the condition in which same existed prior to the casualty, shall be limited to the extent of the insurance proceeds available to LANDLORD for such restoration and, further, shall exclude any obligation with regard to the personal property and trade fixtures of TENANT. In the event any portion of the facility should be damaged to such an extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the Demised Premises, LANDLORD may cancel this Lease Agreement by giving written notice to TENANT, and the Lease Agreement shall terminate and become null and void.

14. **LIABILITY AND INDEMNIFICATION.** LANDLORD shall not be liable for any damage or injury, whether it be to the person or property, of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's occupancy of the Demised Premises or because of fire, flood, wind storm, acts of God, or for any other reason, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligence, acts, or omissions. This paragraph shall apply also to damage caused as previously stated or by frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes of plumbing fixtures and shall apply equally whether any such damage results from the acts or omissions of TENANT or any other person, whether such damage be caused by or result from any other

thing or circumstances above mentioned, or any other thing or circumstances, whether of a like or wholly different nature.

TENANT hereby agrees to indemnify and hold harmless LANDLORD and its officers and employees from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and costs, by reason of damage to persons or property as a result of an accident upon the Demised Premises or events caused by the negligence, recklessness, or intentional misconduct of TENANT, its agents, its officers, or its employees, while TENANT is in possession thereof.

15. **ASSIGNMENT AND SUBLETTING.** The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into the Lease Agreement. TENANT shall not voluntarily, involuntarily, or by operation of law assign, sell, mortgage, pledge, or in any manner transfer the Lease Agreement or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Demised Premises without the prior written consent of LANDLORD.

16. **DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease Agreement by TENANT:

a. The vacating or abandonment of the Demised Premises by TENANT.

b. The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT where such failure shall continue for a period of ten (10) days after

written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed to be in default if TENANT commences such cure within said ten day period and thereafter diligently pursues such cure to completion.

In the event of any default or breach by TENANT, LANDLORD may at any time thereafter declare this Lease Agreement terminated, terminate TENANT's right to possession of the Demised Premises, and retake possession thereof. Either party may also terminate this Lease Agreement by serving the other party with ninety (90) days written notice of intent to terminate with written notice sent to each party at the addresses listed below:

AS TO LANDLORD: Fort Pierce City Hall
100 North US #1
Fort Pierce, FL 34950
Attention: City Manager
City Attorney
FPRA Director

AS TO TENANT: Original Florida Hall of Fame Highwaymen, Inc.
1234 Avenue D
Fort Pierce, FL 34950

17. **NOTICES.** All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attn: City Manager, with copies to the Office of the City Attorney and the FPRA Director, at the address designated in Section 16 above, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail,

return receipt requested to Original Florida Hall of Fame Highwaymen, Inc., at the address designated in Section 16 above, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

18. **ACCESS TO PROPERTY.** During the term of this Lease Agreement, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the Demised Premises at all reasonable times deemed necessary for the purpose of this Lease Agreement, and to assure compliance with all ordinances, statutes, and rules and regulations of federal, state, and local agencies having jurisdiction.

19. **GENERAL PROVISIONS.** The following general provisions shall be an integral part of this Lease Agreement:

    a. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither this Lease Agreement, nor any of the terms and provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

    b. Time is of the essence.

    c. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

d. Whenever a period of time is prescribed for action to be taken by either party, said party shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the parties.

e. Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease Agreement may be modified in writing only, signed by the parties in interest at the time of modification.

f. This Lease Agreement shall bind the parties, their personal representatives, successors, and assigns.

g. This Lease Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Lease Agreement is in the Courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

h. The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting

"TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

i. The Effective Date of the Lease Agreement shall be the date last executed by the parties without amendment or deletion to the Lease Agreement and its Exhibit(s).

20. **RADON GAS.** Pursuant to Fla. Stat. Sec. 404.056(8), RADON GAS: Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

21. **INSPECTION.** LANDLORD or its agents shall have the right to enter the Demised Premises at all reasonable hours for the purpose of inspecting or for any other purpose not inconsistent with the terms and provisions of this Lease Agreement.

22. **PARTIAL INVALIDITY.** In the event any term, provision, or condition of this Lease Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair this Lease Agreement as a whole or any other provision of this Lease Agreement.

23. **NO WAIVER.** No waiver of any provision of this Lease Agreement shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No

express waiver shall affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease Agreement as of the day and year first above written.

ATTEST:

By: Linda W. Cox
Linda Cox, City Clerk

LANDLORD:
FORT PIERCE REDEVELOPMENT AGENCY

By: Linda Hudson
Linda Hudson, Chairperson

Date: 9/8/2022

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya M. Earley, City Attorney

TENANT:
ORIGINAL FLORIDA HALL OF FAME HIGHWAYMEN, INC.

WITNESS AS TO TENANT:

By:
Print Name: Felecia Atkins

TENANT:

By: Doretha Truesdell
Doretha Truesdell, President

Date: 9/27/2022

Exhibit A

Demised Premises: Jackie L. Caynon Building, located at 1234 Avenue D

- **Parcel IDs:**
  - 2409-501-0003-000-0 (Building) - FPRA
  - 2409-501-0004-000-7 (green space) - COFP
  - 2409-501-0001-000-6 (parking lot) – COFP
- **Square Feet**
  - Building) - 3,776
  - Green Space 2,613.6
  - Parking Lot - 8,748
  - Total Square Feet = **15,137.6**

City Commission Regular Meeting - 5:05 pm **12. a.**

Meeting Date: 03/20/2023

Re: FLUMA - Resurrection Life - 1910 S. Jenkins Road

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 23-022 - Review and approval of a Future Land Use Map Amendment by owner Resurrection Life Family Worship Center, Inc., to change the future land use from Medium Density Residential, RM, to High Density Residential, RH, of 4.883 acres of the parcel located at 1910 S. Jenkins Road Fort Pierce, FL 34947. Parcel ID: 2418-322-0001-000-5. FIRST READING

SUMMARY:

Request for review of an application for a Future Land Use Map Amendment of a portion of one (1) parcel of land to change the future land use classification from Medium Density Residential, RM, to High Density Residential, RH, for 4.883 acres of parcel 2418-322-0001-000-5.

RECOMMENDATION:

Staff's recommendation is for the City Commission to approve the proposed Future Land Use Map Amendment.

ALTERNATIVES:

- Recommend approval with conditions
- Recommend disapproval

RESPONSIBLE STAFF:

Ryan Altizer, Senior Planner

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 23-022

Staff Presentation-Report

Staff - Supporting Documents

Application Packet & Supporting Documents
Public Notice Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/10/2023 07:52 AM

Form Started By: Ryan Altizer
Started On: 03/08/2023 12:32 PM
Final Approval Date: 03/10/2023

ORDINANCE NO. 23-022

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THE PROPERTY GENERALLY LOCATED AT OR NEAR 1910 S. JENKINS ROAD, FROM MEDIUM DENSITY RESIDENTIAL, RM, TO HIGH DENSITY RESIDENTIAL, RH;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject properties are generally located at or near 1910 S. Jenkins Road, within the City of Fort Pierce, Florida, representing approximately 4.883 acres of land; and

WHEREAS, the subject property, generally located at or near 1910 S. Jenkins Road, is presently designated RM, Medium Density Residential; and

WHEREAS, the City seeks a future land use amendment of the subject property, generally located at or near 1910 S. Jenkins Road, from RM, Medium Density Residential to RH, High Density Residential; and

WHEREAS, the proposed future land use amendment is consistent with the comprehensive plan, and will not have an adverse effect on the ability of the City to satisfy land and water use needs, and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code section 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their February 13, 2023, meeting, voted to recommend approval of the proposed Future Land Use Amendment for this parcel; and

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. L-136, as subsequently amended; and

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3187, Florida Statutes; and

WHEREAS, the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

SECTION 2. The Comprehensive Plan of the City of Fort Pierce is hereby amended as follows:

From and after the effective date hereof, the following property legally described respectively as:

Parcel ID: 2418-322-0001-000-5

LEGAL DESCRIPTIONS:

A PARCEL OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3458, PAGE 167 OF THE PUBLIC RECORDS OF ST. LUCIE

COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER (1/4) CORNER OF SAID SECTION 18; THENCE SOUTH 00Â°15'46" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 18, A DISTANCE OF 1324.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 18; THENCE NORTH 89Â°08'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SOUTH JENKINS ROAD (80' WIDE PUBLIC RIGHT-OF-WAY) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 94631-2604, SAID POINT BEING THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 89Â°08'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 614.25 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 18; THENCE NORTH 00Â°08'26" WEST, ALONG SAID EAST LINE, A DISTANCE OF 342.92 FEET; THENCE SOUTH 89Â°44'04" WEST, LEAVING SAID EAST LINE, A DISTANCE OF 614.94 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH JENKINS ROAD; THENCE SOUTH 00Â°15'46" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 349.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 212716.39 SQUARE FEET (4.883 ACRES), MORE OR LESS.

Containing 4.883 acres, more or less

Said property being generally located at or near 1910 S. Jenkins Road, in Fort Pierce, Florida shall be and the Future Land Use Designation is hereby changed from RM, Medium Density Residential to RH, High Density Residential, as depicted on Exhibit “A”, attached hereto and incorporated herein.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. 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 5. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Tanya M. Earley, 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.23-022 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on March 5th, 2023; 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 March 20th, 2023; and was duly introduced, read by title only, and passed on second and final reading April 3rd, 2023, 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 4th day of March 2023.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

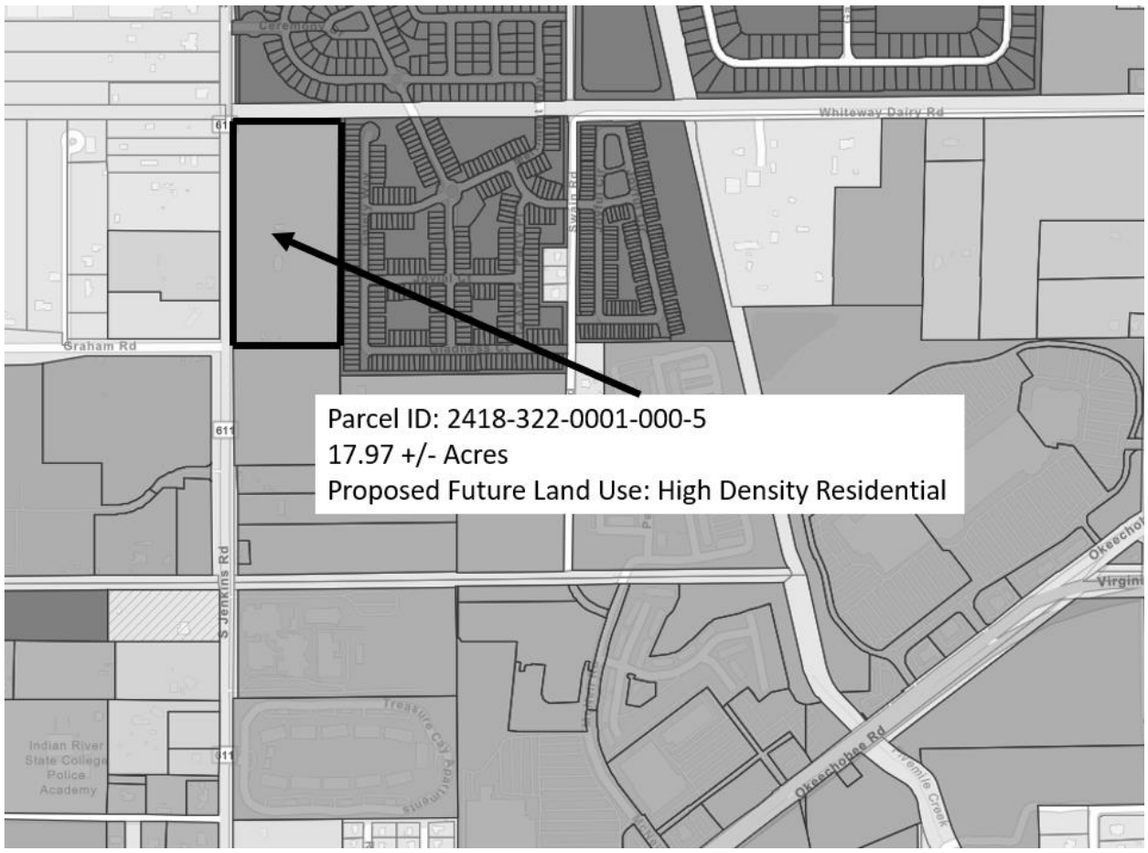
_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Future Land Use Map Amendment

Medium Density Residential, RM, to High Density Residential, RH.



CITY OF FORT PIERCE

City Commission

March 20th, 2023

RESURRECTION LIFE - FUTURE LAND USE MAP AMENDMENT
(1 PARCEL)

1

APPLICANT

EDC, Inc. – Brad Currie, AICP

PROPERTY OWNER(S)

Resurrection Life Family Worship Center, Inc

PARCEL ID #(S):

2418-322-0001-000-5

AREA SBJECT OF PROPOSED FLU CHANGE:

+/- 4.883 Acres

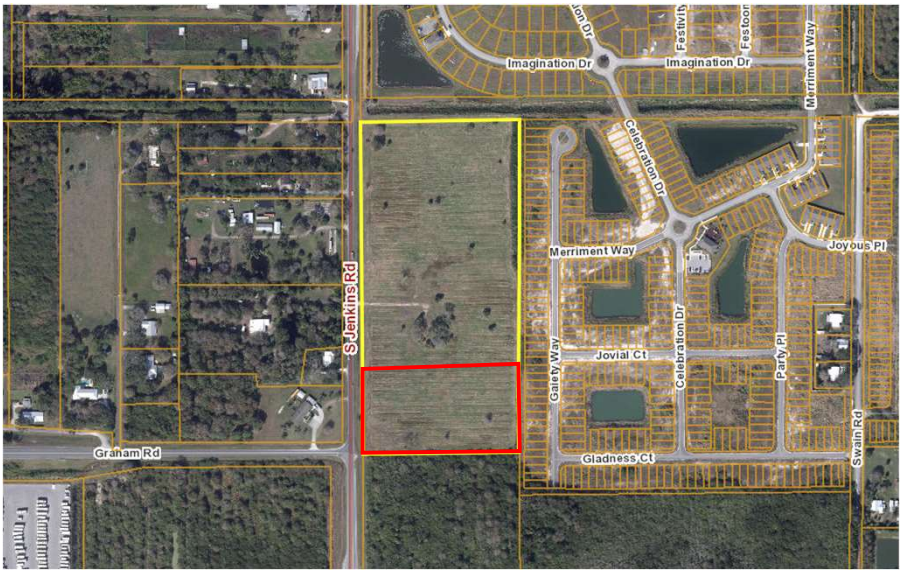
2

SUMMARY

Request for review of an application for a Future Land Use Map Amendment of one (1) parcel of land to change the future land use classification from Medium Density Residential (RM) to High Density Residential (RH) for 4.883 acres of the parcel. The remaining +/- 12.55 Acres within the larger parcel shall remain in Medium Density Residential (RM).

3

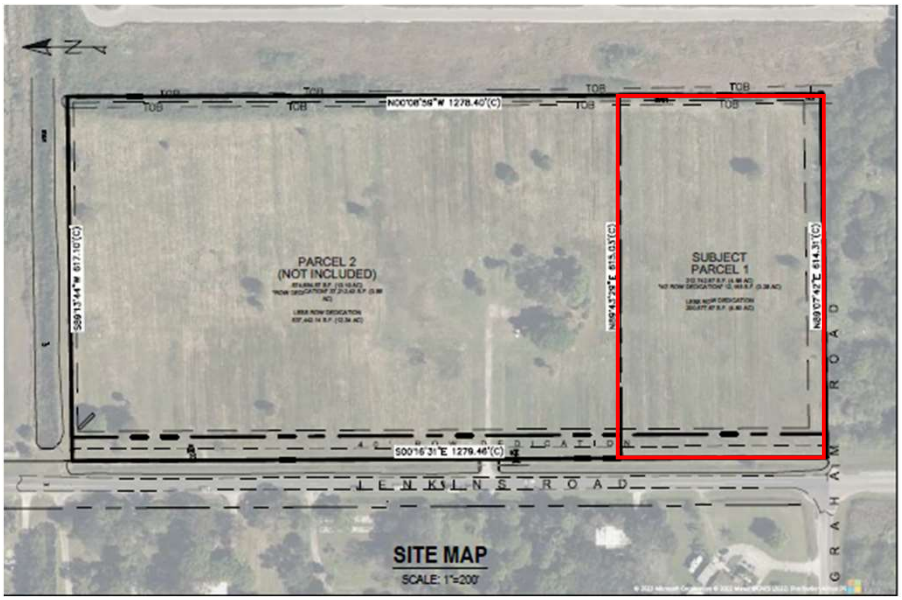
SITE LOCATION



SITE AREA= +/- 4.88 Acres

4

SITE LOCATION

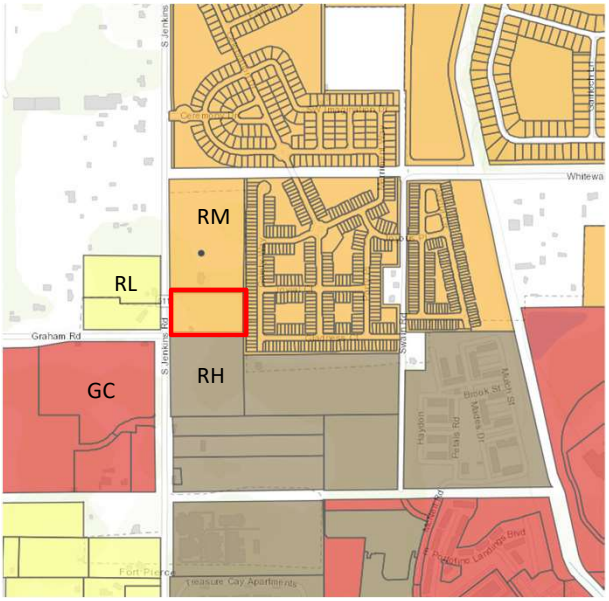


1910 S. JENKINS ROAD– FUTURE LAND USE MAP AMENDMENT

5

EXISTING FUTURE LAND USE

Current Future Land Use RM
(Medium Density Residential)

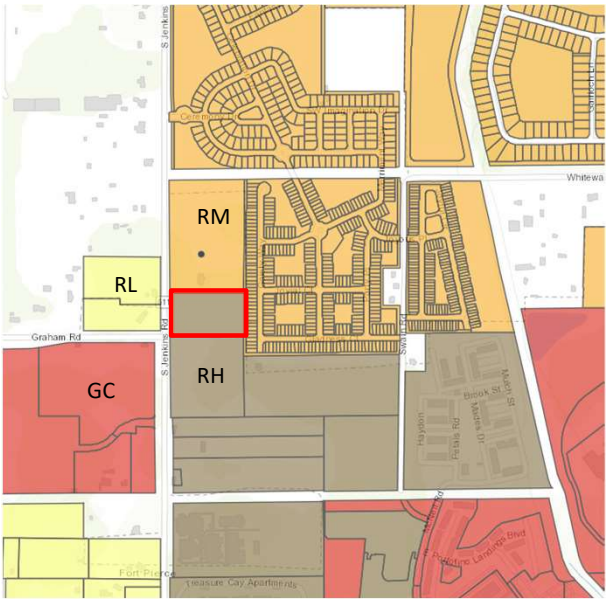


1910 S. JENKINS ROAD– FUTURE LAND USE MAP AMENDMENT

6

PROPOSED FUTURE LAND USE

Proposed Future Land Use RH (High Density Residential)/ RM (Medium Density Residential)



1910 S. JENKINS ROAD– FUTURE LAND USE MAP AMENDMENT

7

PROPOSED FUTURE LAND USE INTENSITY ANALYSIS

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	4.883	212,703.5

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	MEDIUM DENSITY RESIDENTIAL (RM)	12	58	0.0	0.0 SQ.FT
PROPOSED	HIGH DENSITY RESIDENTIAL (RH)	18	87	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)		29		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

1910 S. JENKINS ROAD– FUTURE LAND USE MAP AMENDMENT

8

PLANNING BOARD'S ACTION

At their meeting on February 13th, 2023, the Planning Board unanimously recommended the proposed Future Land Use Map Amendment for approval to City Commission.

9

RECOMMENDATION

Staff's recommendation is for the City Commission to approve the proposed Future Land Use Map Amendment.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with conditions.
or
2. Recommend Disapproval.

10

LEGAL DESCRIPTION

RESURRECTION LIFE

FUTURE LAND USE AMENDMENT
LEGAL DESCRIPTION

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1910 S. JENKINS ROAD– FUTURE LAND USE MAP AMENDMENT

11

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Bradley J. Currie, AICP
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

Subject: FLUMA – 1910 S. Jenkins Road – Technical Review Committee Comments for January 19, 2023 TRC Meeting

City of Fort Pierce Planning Department

1. Please specify which 4.88-acre portion of the 17.43-acre parcel will have its future land use changed.

2. With the FLUMA change, the zoning would still restrict the number of units per acre allowed to be maximum 10, 12 with an innovative design. Will a rezoning be occurring with this parcel later?

Fort Pierce Engineering Department

No comments at this time

Fort Pierce Building Department

1. Building Official or his represent olive hos no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

2. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

3. Building Permit required.

4. Will need to meet the Fire Code

Fort Pierce Police Department

No comments at this time

St. Lucie County Planning Department

Comments may be forthcoming

St. Lucie County PW/Engineering

No comments at this time

City Clerk Office

Comments may be forthcoming

Code Enforcement

Comments may be forthcoming

Fort Pierce Utilities Authority

FPUA W/WW Engineering: Water and wastewater services are available to serve the subject property. To connect to these services please submit Utility Plan (3 complete sets) along with a completed plan review application to the Water and Wastewater Engineering Department, at 1701 S 37th Street Fort Pierce Florida, 34947. Please use the link below to our website for a step-by-step guide through the entire process, including utility details and permit applications. For questions please contact John Biggs at 772-466-1600 ext. 3474
https://fpua.com/water-and-wastewater-engineering-downloads/

FPUA Electric & Gas Engineering: FPUA Electric & Gas Engineering has reviewed the application. Approved. Both 3-phase electric and gas services are available from the western property line.
Please contact Sal Scimeca for electric customer requirements and project coordination.

Sal Scimeca
Engineering Technician II
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

Please contact Billy Dupre for gas customer requirements.

Billy Dupre
Business Development Representative
Gas Operations
Fort Pierce Utilities Authority
1701 S 37th Street
Fort Pierce FL 34947
C: 772-216-3498
O: 772-466-1600 X4705

F: 772-468-2413

St. Lucie County Fire District

No comments at this time

Florida Department of Transportation

Comments may be forthcoming

St. Lucie County School Board

No comments at this time

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Application for Future Land Use Map Amendment

☐ Future Land Use Map Amendment – Large Scale (>10 acres)

☑ Future Land Use Map Amendment – Small Scale (<10 acres)

In accordance with Chapter 163.3187, Florida Statutes, The City of Fort Pierce will consider applications for land use changes on parcels in excess of 10 aces ("Large Scale Amendments") only twice each calendar year. The City Commission will consider applications for land use changes on parcels less than or equal to 10 acres with a maximum density of 10 units per acres or less at any time during the calendar year. You are encouraged to schedule a pre-application meeting with the planning staff and to submit your application up to three months in advance of the application deadline.

Application submission shall include the following:

●**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**Planning Board**: One (1) original and (13) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☑ Warranty Deed & Legal Description
- ☑ St. Lucie County Property Record Card
- ☑ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☑ Current Survey
- ☑ Environmental Study
- ☑ Traffic Impact Report
- ☑ *** Capacity Analysis-Separate Form
- ☑ Drainage Analysis (see attached Drainage Statement within Application and Capacity Analsysis)
- ☑ Historical Report
- ☐ 1 CD of all documents submitted in PDF (Submitted via email)
- ☐ Other_____

1. Property Address/Location: 1910 S. Jenkins Road
2. Property Tax ID(s): 2418-322-0001-000-5
3. Total Acreage: 4.883 Acres
4. Existing Future Land Use Designation: RM
5. Existing Zoning Classification: R-4
6. Proposed Zoning Classification: PD
7. Other applications being submitted concurrent with this application, if any: Rezone to PD forthcoming
8. Describe the existing uses, improvements and structures on the amendment lands: Vacant - dirt drive exists onsite, no existing structures.
9. Are there any identified or possible historical structures on the amendment lands? See attached report.
10. The reason for making this request: Change in the existing Future Land Use designation from Residential Medium (RM) to Residential High (RH) .

11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential Development	RM	PD
South	Vacant (Proposed Residential)	RM	R-4
East	Residential	RM	PD
West	SW: ROW / Residential W: ROW / Residential	RL (SLC) RU	C-1 (SLC) RS-2

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RM	R-4	Up to 12 UPA	4.883	X
Proposed	RH	PD	Up to 15 UPA	4.883	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	Total gallons per day	15,080
Proposed Zoning	Total gallons per day	18,980
Change in Demand	**Total gallons per day**	increase of 3,900 gpd

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	Total gallons per day	15,080
Proposed Zoning	Total gallons per day	18,980
Change in Demand	**Total gallons per day**	increase of 3,900 gpd

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	110.94	111.04	increase of 0.10
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	Samuel Gaines Academy	Fort Pierce Westwood
City	Fort Pierce	Fort Pierce
Distance	0.5 miles	4.4 miles
Current Zoning Enrollment Demand	8.40	3.59
Proposed Zoning Enrollment Demand	10.58	4.53
Change in Demand	increase of 2.17	increase of 0.95

E. Solid Waste:
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	2.90
Proposed Zoning	3.65
Change in Demand	increase of 0.75

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	Stormwater will be collected in a series of inlets that are connected via underground pipes. Stormwater is then conveyed to an on site lake for treatment and attenuation prior to discharging off site to the NSLRWCD Canal No. 36. The proposed lake will provide water quality treatment and attenuation prior to discharging off site.

G. Transportation Analysis:
Most recent ITE Code for use; HCM Roadway Capacity

	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	391	23/30
Proposed Zoning	492	29/37
Change in Demand	Trips 102	Trips 6/7
Impact to Capacity	De Minimis	

12. Name of Owner(s): Resurrection Life Family Worship Center, Inc.
Mailing Address: 405 Ixoria Avenue
City Fort Pierce, State FL Zip 34982
Phone # 772-979-0363
E-mail: trbanksjr@trbanks.com

13. Name of Applicant: Same as Owner
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

14. Name of Representative: Bradley J. Currie, Engineering Design & Construction, Inc.
Mailing Address: 10250 SW Village Parkway, Suite 201
City Port St. Lucie State FL Zip 34987
Phone # 772-462-2455 Fax # 772-408-4208
E-mail: bradcurrie@edc-inc.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

☑ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☐ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature

12/14/22
Date

405 Ixoria Avenue, Fort Pierce
Address

State FL 34982 Zip

772-465-0036
Phone

Fax

trbanksjr@trbanks.com
E-mail Address

16. Property Owners 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 for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Trevor Ryan Banks
Property Owner's Name (Please Print)

772-465-0036
Phone

405 Ixoria Avenue, Fort Pierce
Address

FL
State

34982
Zip

Property Owner's Signature

12/14/2022
Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 14 day of December, 2022, by Trevor Banks who is personally known to me or has produced FL DL as identification.

Signature of Notary

(seal)

Jason Hendry
Commission # GG300006
Expires: February 23, 2023
Bonded Thru Aaron Notary

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3773912 OR BOOK 3458 PAGE 167, Recorded 11/29/2012 at 11:19 AM

Document Prepared by:
TREVOR BANKS
2316 JO HAYWOOD DR.
FT. PIERCE FL 34946

Return to after Recording:
TREVOR BANKS
2316 JO HAYWOOD DRIVE
FT PIERCE FL. 34946

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3759664 10/18/2012 at 04:16 PM
OR BOOK 3444 PAGE 922 - 923 Doc Type: DEED
RECORDING: $18.50
D DOC STAMP COLLECTION: $0.70

Above Space Reserved for Recording
[If required by your jurisdiction, list above the name & address of; 1) where to return this form; 2) preparer; 3) party requesting recording.]

Corrective
Quitclaim Deed

Assessor's Property Tax Parcel/Account Number(s): PARCEL ID 2418-322-0001-000-5 / account # 27284

THIS QUITCLAIM DEED, executed this 18th day of October, 2012, by first party, Grantor, TREVOR BANKS, whose mailing address is 2316 JO HAYWOOD DRIVE FT.PIERCE FL. 34946, to second party, Grantee, Resurrection Life Family Worship Center Church, whose mailing address is 405 IXORIA AVE Fort Pierce FL. 34982.

WITNESSETH that the said first party, for good consideration and for the sum of ϕ Dollars ($ ϕ) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim, which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of St. Lucie, State of Florida

to wit:

Full Legal Description
18 35 40 W 1/2 OF NW 1/4 OF SW 1/4-LESS W 40 FT FOR RD R/W AND LESS N 44.5 FT FOR NSLWMD CANAL NO 36 R/W- (17.43 AC) (OR 3360-1913)

ϕ This deed is being re-recorded to Correct the legal description ϕ

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first written above. Signed, sealed and delivered in the presence of:

Martha Banks
Signature of Witness
Martha Banks
Print Name of Witness

Lori Clarke
Signature of Witness
Lori Clarke
Print Name of Witness

Trevor Banks
Signature of Grantor
TREVOR BANKS
Print Name of Grantor

Signature of Grantor

Print Name of Grantor

State of Florida)
County of St. Lucie)

On 10/18/2012, before me, Sandra Scille,
appeared Trevor Banks, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

S. Scille
Signature of Notary
Sandra Scille
Print Name of Notary

(Seal)

Affiant ✓ Known ____ Produced ID
Type of ID ____

S. SCILLE
Commission # EE 129669
Expires September 12, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

RESURRECTION LIFE

FUTURE LAND USE AMENDMENT
LEGAL DESCRIPTION

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CONTAINING 212716.39 SQUARE FEET (4.883 ACRES), MORE OR LESS.

Resurrection Life Family Worship Center Inc.
405 Ixoria Avenue
Fort Pierce, FL 34982

AGENT CONSENT FORM

Project Name: Resurrection Life

Parcel ID: 2418-322-0001-000-5

BEFORE ME THIS DAY PERSONALLY APPEARED Trevor Banks, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 14 day of Dec, 2022, by Trevor Banks (Name of Person Acknowledging) who is personally known to me or who has produced FL DL (type of identification) as identification and who did (did not) take an oath.

--Notary Signature----

Jason Hendry
Printed Name of Notary

Jason Hendry
Commission # GG3[illegible]
Expires: February 23, 2023
Bonded Thru Aaron Notary

(Notary Seal)

02/23/2023
My commission expires

Owner's Signature

Trevor Banks
Owner's Name

405 Ixoria Ave
Street Address

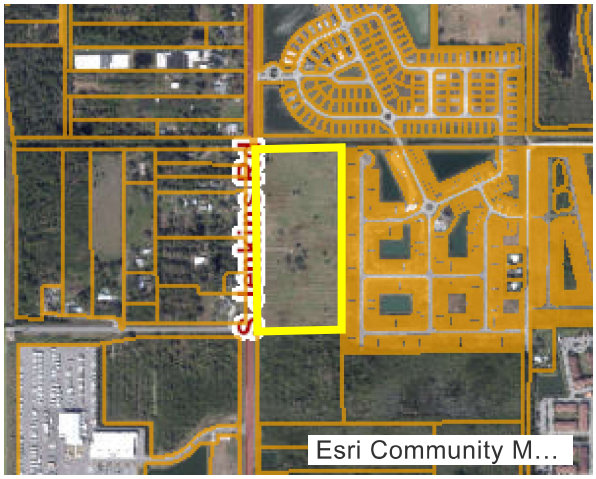
Fort Pierce, FL 34982
City, State, Zip

772-465-0036 / trbanksjr@trbanks.com
Telephone / Email

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Wednesday, December 14, 2022

Parcel Report



Parcel

PARCELNO: 2418-322-0001-000-5

Property ID: 27284

Owner1: Resurrection Life Family Worship Center Inc

SiteAddress: 1910 S JENKINS RD

Owner

Owner1: Resurrection Life Family Worship Center Inc

Owner2:

Owner3:

MailingAddress: PO Box 1224 Fort Pierce, FL 34954-1224

Overview

PrimaryLandUse: 0000 - Vac Res

DistrictGroup: 0022 - Fort Pierce

Subdivision: Metes and Bounds

Just/Market Value: $815,600

FinishedArea:

Acres: 17.43

TotalArea: 759,251

Legal Description

LegalDescription: 18 35 40 W 1/2 OF NW 1/4 OF SW 1/4-LESS W 40 FT FOR RD R/W AND LESS N 44.5 FT FOR NSLWMD CANAL NO 36 R/W- (17.43 AC) (OR 3444-922: 3458-167)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2022	$815,600	$0	$815,600	$0	$400,210	$400,210	$0	$415,390	$0
2021	$563,500	$0	$563,500	$0	$363,828	$363,828	$0	$199,672	$0
2020	$350,900	$0	$350,900	$0	$330,753	$330,753	$0	$20,147	$0
2019	$350,900	$0	$350,900	$0	$300,685	$300,685	$0	$50,215	$0

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

Special Assessments

Description	Start Year	Units	Amount
North St. Lucie Water Management District	2013	17.43	361.67

Exemptions

Description	Tax Year	Grant Year	Amount
Church	2022	2013	$400,210

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

A/C %: 0

Land Lines

Line Number	Units	Unit Type
1	17.43	Acre

Permits

Permit Number	Issue Date	Description
BP13-1908	06/28/2013	Demolition
BP13-1909	06/26/2013	Demolition
BP09-1253	08/05/2009	Demolition
C99-020505	03/09/1999	Carport

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
10/18/2012	$0	0111	QC	Banks Trevor R	3458-167	Clerk of Courts
10/18/2012	$100	0111	QC	Banks Trevor R	3444-922	Clerk of Courts
12/05/2011	$250,000	0112	SPWD	Integrity Bank	3360-1913	Clerk of Courts
08/28/2008	$100	XX01	CT	TLH-Chess LLC	3016-2346	Clerk of Courts
07/28/2005	$100	XX04	PR	TLH-Chess LLC	2322-1912	Clerk of Courts
07/28/2005	$2,391,900	XX04	WD	Chesser Kathryn C	2322-1910	Clerk of Courts
12/20/2004	$0	XX01	MS	Chesser Kathryn C	2122-2413	Clerk of Courts
02/12/1996	$100	XX01	QC	Chesser Mitchell J	1000-1744	Clerk of Courts
03/01/1978	$35,000	XX01	CV		286-682	Clerk of Courts

Photos

version: 12/9/2022

JUSTIFICATION STATEMENT
RESURRECTION LIFE
Future Land Use Map Amendment

REQUEST

On behalf of the Applicant, EDC is requesting the following:

- ***Future Land Use Map Amendment:*** *A Future Land Use Map Amendment from Residential Medium (RM) to Residential High (RH)*

SITE CHARACTERISTICS

The subject property is located within the City of Fort Pierce, Florida. The address to the property is 1910 S. Jenkins Road and the Parcel ID Number is 2418-322-0001-000-5. The property is located east of Jenkins Road and north of Graham Road. The overall subject property is 17.43 acres +/- of which we are requesting a FLUMA for 4.88 acres +/-. The property currently has a zoning designation of Medium Density Residential Zone (R-4).

The subject property has frontage on Jenkins Road.

- Jenkins Road, which is a 75-foot County owned and maintained right-of-way. It is also on the County's Right-of-Way Protection Plan

Currently, the property is vacant and undeveloped. An aerial of the current subject property is included below as ***Figure 1***.

Figure 1 – Aerial of Subject Property

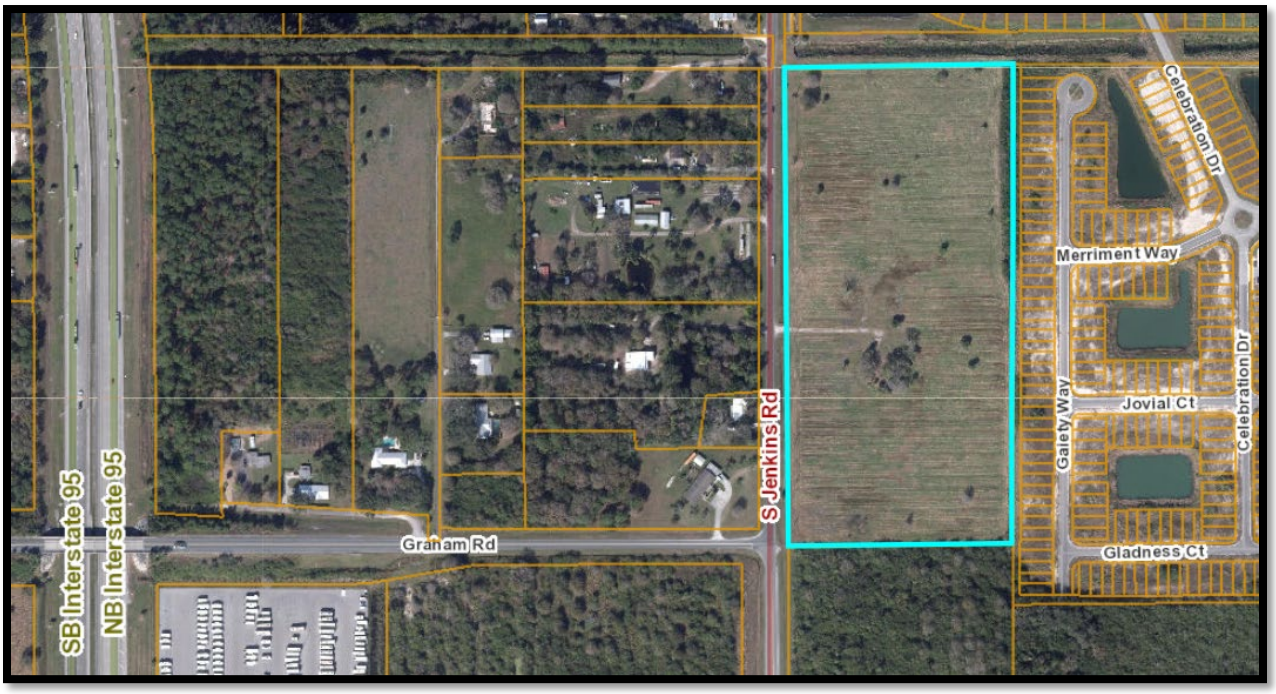
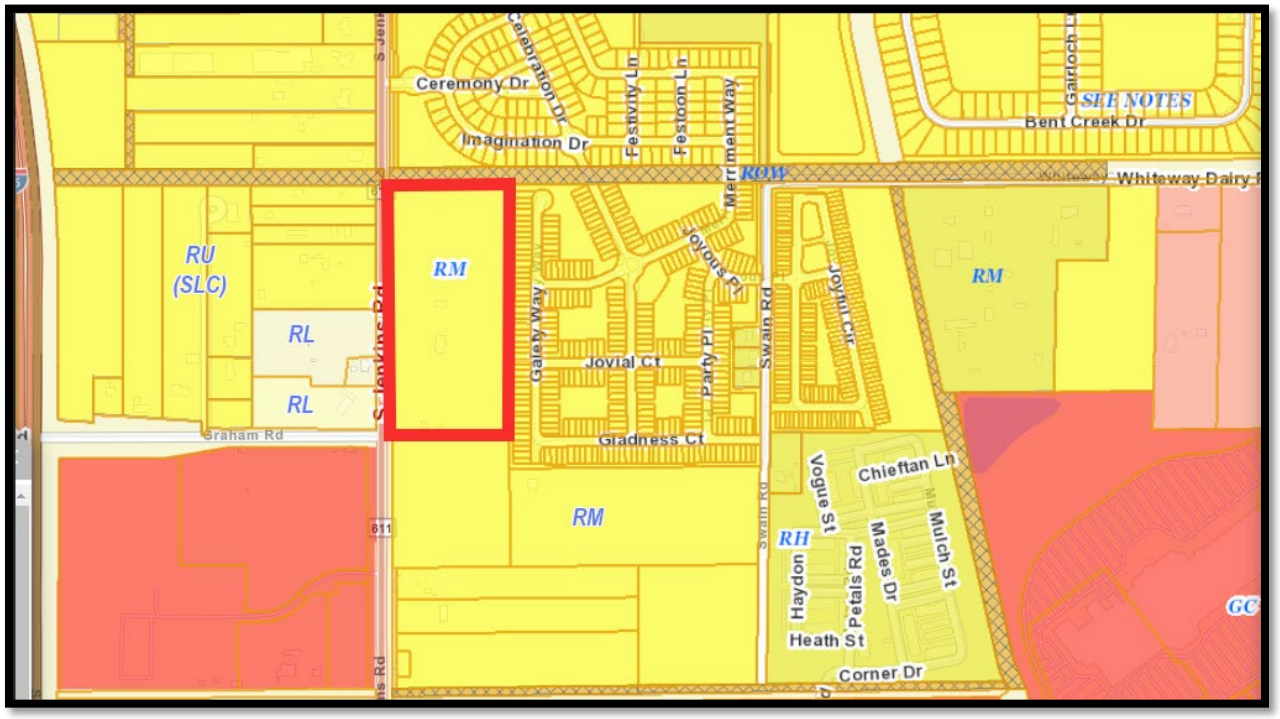


Figure 2 outlines the existing land use designation for the subject property as well as the adjacent properties.

Figure 2 – Future Land Use Map



SURROUNDING PROPERTIES

A summary of the Future Land Use, Zoning and existing use for the properties surrounding the subject property is provided in the ***Table 1*** below.

Table 1 – Surrounding Uses Table

Direction	FLU	Zoning	Existing Use
North	Residential Medium	Planned Development, Residential Single Family	Single Family Residential
South	Residential Medium	Medium Density Residential Zone (R-4)	Proposed Multi-Family Residential
East	Mixed Use	Medium Density Residential Zone (R-4)	Single Family Residential
West	SW: Residential Low (City) SE: Residential Urban (County)	SW: Office / Commercial Zone C-1 (City) SE: Residential Urban RU (County)	Residential

This parcel lies within the jurisdiction of FPUA for water, sewer and power service.

Included with this submittal, please find the required Future Land Use Map Amendment application (small scale) along with the required supplemental material as outlined on page 1 of the application. All required items are included as part of this submittal.

Based on the above and attached information, the applicant respectfully requests approval of this application.

Z:\EDC-2022\22-439 - Trevor Banks - Resurrection Life\ENGINEERING\Documents\Submittal Documents\Justification Statement\2022-12-08_Resurrection_Life_FLUMA_Justification_Statement_-.docx

NOTE:
DESCRIPTION NOT VALID
WITHOUT SKETCH.

THIS IS NOT A SURVEY

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3458, PAGE 167 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER (1/4) CORNER OF SAID SECTION 18; THENCE SOUTH 00°15'46" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 18, A DISTANCE OF 1324.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 18; THENCE NORTH 89°08'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SOUTH JENKINS ROAD (80' WIDE PUBLIC RIGHT-OF-WAY) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 94631-2604, SAID POINT BEING THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 89°08'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 614.25 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 18; THENCE NORTH 00°08'26" WEST, ALONG SAID EAST LINE, A DISTANCE OF 342.92 FEET; THENCE SOUTH 89°44'04" WEST, LEAVING SAID EAST LINE, A DISTANCE OF 614.94 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH JENKINS ROAD; THENCE SOUTH 00°15'46" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 349.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 212716.39 SQUARE FEET (4.883 ACRES), MORE OR LESS.

MICHAEL T. OWEN — SIGNATURE DATE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SKETCH & DESCRIPTION OF: RE-ZONE PARCEL

PREPARED FOR:
RESURRECTION LIFE FAMILY WORSHIP CENTER INC

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com

ENGINEERS ✪ SURVEYORS
ENVIRONMENTAL
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

THIS IS NOT A SURVEY

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 18 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

INTENDED DISPLAY SCALE

0 100

Scale in feet
1 Inch = 100 Feet

NORTH

ABBREVIATION LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY
℄	CENTER LINE

13 18

P.O.C.
WEST 1/4 SECTION CORNER
OF SECTION 18/35/40

WEST LINE OF THE SOUTHWEST
1/4 OF SECTION 18/35/40

℄ FDOT R/W MAP
SECTION 94631-2604

S00°15'46"E 1324.89' (BEARING BASIS)

40.00'

S89°44'04"W 614.94'

1910 S JENKINS RD
O.R.B. 3458, PG. 167
PARCEL ID: 2418-322-0001-000-5

20' F.P.U.A. EASEMENT
O.R.B. 2625, PG. 1129

4.883 ACRES

EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 18/35/40

℄ S. JENKINS RD

S00°15'46"E 349.32' E. R/W LINE

N00°08'26"W 342.92'

5501 PETERSON RD
PARCEL ID: 2418-600-0058-000-2

20.00'

20.00'

N89°08'14"E
40.00'

N89°08'14"E 614.25'

SOUTH LINE OF THE NORTHWEST 1/4 OF
THE SOUTHWEST 1/4 SECTION 18/35/40
JENKINS RD
PARCEL ID: 2418-322-0002-000-2

P.O.B.

SKETCH & DESCRIPTION OF: RE-ZONE PARCEL

PREPARED FOR:

RESURRECTION LIFE FAMILY WORSHIP CENTER INC

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
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REVISIONS

October 27, 2022

Trevor Banks
Resurrection Life Family Worship Center Inc.
PO Box 1224
Fort Pierce, FL 34954-1224

VIA Email: trbankssjr@trbanks.com

Reference: **Environmental Assessment**

1910 S Jenkins Rd – 17.43 acres
Saint Lucie County, Florida

Site Address	Parcel ID	Land Size (Acres)
1910 S Jenkins Rd	2418-322-0001-000-5	17.43

Dear Mr. Banks,

EDC, Inc. (EDC) has completed this Environmental Assessment (EA) for the above referenced parcels. The purpose of this evaluation was to conduct a review of the subject parcels by means of site visit, review of available aerial photography, listed species review, review of soil resources, and review of environmental regulations pertaining to these parcels.

The following report details the findings of our on-site and desktop investigations of the properties as they pertain to the City of Fort Pierce developmental review regulations.

Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,

EDC, Inc.

Drew Liddick, M.A.
Environmental Scientist

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

ENVIRONMENTAL ASSESSMENT

Parcel ID: 2418-322-0001-000-5
1910 S Jenkins Rd - 17.43 acres
Fort Pierce, Florida

Date: October 27, 2022
Project # 22-439

Prepared For:
Trevor Banks
Resurrection Life Family Worship Center Inc.
PO Box 1224
Fort Pierce, FL 34954-1224

Email: **trbankssjr@trbanks.com**

Prepared By:
EDC, Inc.
10250 SW Village Parkway
Port St Lucie, Florida 34987
(772) 223-5200

The subject property evaluated as part of this Environmental Assessment consists of tax parcel 2418-322-0001-000-5 comprised of 17.43 acres. The subject parcel is located on the east side of S Jenkins Rd. The subject parcel has a City of Fort Pierce Future Land Use Designation of Medium Density Residential (land use code RM). The subject property has a zoning designation of R-4. The subject property is further located within Section 18, Township 35 South and Range 40 East.

This environmental assessment was completed as a precursor to permitting and review by governmental agencies as an applicable document for the supporting information associated with a building permit or land development application. EDC, Inc. staff visited the property on October 26, 2022 in order to ascertain the status and composition of any critical habitats, such as wetlands and native uplands that may be onsite.

VEGETATION:

It is the opinion of EDC that there is no native upland habitat located on site. The subject parcel historically consisted of citrus grove until 2014. Since then, the citrus trees have been cleared and successional vegetation has become established on site.

The habitat associations were determined via onsite analysis and classified according to the Florida Cooperative Land Cover (CLC) System developed by the Florida Fish and Wildlife Conservation Commission (FWC). The CLC incorporates classifications used by FWC, Florida Natural Areas Inventory (FNAI), and Florida's water management districts. The following CLC code was identified onsite; 210 – cropland/pasture. Due to the dominant vegetative regimes present on site, there is no native habitat on the subject parcel.

Common Name	Species Name
Slash Pine	*Pinus elliottii*
Cabbage Palm	*Sabal Palmetto*
Live Oak	*Quercus virginiana*
Dwarf Palmetto	*Sabal minor*
Brazilian Pepper**	*Schinus terebinthifolia*
Caesar's Weed**	*Urena lobata*
Guinea Grass**	*Panicum maximum*
Cogon Grass**	*Imperata cylindrica*

***Nuisance Vegetation**
****Exotic/Invasive Vegetation**

Table 1: This table lists a representative sample of vegetative species observed during the site visit.

WETLAND DELINEATION:

According to aerial photographs and site visit, it appears that there no State jurisdictional wetland on site. Based on the State definition, a wetland consists of three components: 1) hydric soils, 2) wetland plants, and 3) hydrologic indicators. None of these components were found during the field reconnaissance on the property.

WILDLIFE EVALUATION:

EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species. No state or federally listed plant/animal species or their habitat(s) were observed on site.

Due to anthropogenic disturbances onsite such as, periodically cleared areas, many listed species may not be found onsite due to the lack of suitable foraging and nesting habitat. No other state or federally listed plant/animal species were found on site.

SOIL COMPOSITION:

Based on a review of the U.S. Department of Agriculture (USDA) Web Soil Survey the site is composed of the following soil series:

Wabasso sand, 0 to 2 percent slopes (11.0 AC)- The Wabasso series consists of poorly drained sediment, with 6 to 18 inches in depth to the water table. This is the dominant soil series of the subject parcel. The series often experiences 46 to 55 inches of annual precipitation. Wabasso sands are associated with other vegetative classifications such as South Florida Flatwoods on marine terraces, sandy soils on flats of mesic or hydric lowlands.

Arents, 0 to 5 percent slopes (3.5 AC)- The Arents series consists of somewhat poorly drained soils with high runoff potential. The series has about 18 to 36 inches in depth to the water table. Areas with this type of soil typically experiences 49 to 58 inches of mean annual precipitation.

Winder Loamy Sand (1.7 AC)- The Winder series consists of poorly drained sediment with high runoff potential. The depth to water table is about 12 inches. Winder sands are also characterized as loamy and clayey soils on flats of hydric or mesic lowlands. The first 12 inches of sediment (typical profile can extend to 80 inches) consists of loamy sands. After 12 inches up to 33 inches, clay deposits begin to mix with the sandy loam.

Nettles and Oldsmar sands (1.6 AC)- The Nettles series consists of very deep, poorly and very poorly drained, slow or very slow permeable soils on broad areas of flats and depressions of Peninsular Florida. They formed in sandy and loamy marine sediments. Near the type location, the mean annual temperature is about 72 degrees F., and the mean annual precipitation is about 55 inches. Slopes range from 0 to 2 percent.

CITY OF FORT PIERCE:

The following section references the City of Fort Pierce Land Development Code that apply to the subject property. As part of the local approval process, the applicant will be required to comply with the below items.

The regulation will be quoted in black; interpretation and consultation will be will be in red.

Sec. 123-64. - Permit required.

(a) Tree removal permit. No person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit. But the following activities may be done without applying for a permit:

Before further land clearing activities commence, a Tree Removal Permit must be obtained from the City of Fort Pierce.

Sec. 107-6. - Design requirements.

(a) Grading, erosion control practices, sediment control practices, and waterway crossings shall be adequate to prevent transportation of sediment from the site to the satisfaction of city engineer. Cut and fill slopes shall be no greater than 4:1 to meet city environmental objectives.

(b) Clearing and grading of natural resources, such as forests and wetlands, shall not be permitted, except when in compliance with all other chapters of this Code and other agency permits. Clearing techniques that retain natural vegetation and drainage patterns shall be implemented to the satisfaction of the city engineer.

(c) Clearing, except that necessary to establish sediment control devices, shall not begin until all sediment control devices have been installed and have been stabilized.

In addition to a Tree Removal Permit, a Sediment and Erosion Control Plan must be established. This plan should identify control measures, and sensitive habitat (GTs) that may be affected.

SUMMARY:

The subject property evaluated as part of this Environmental Assessment consists of a single tax parcel: (Parcel ID # 2418-322-0001-000-5) comprised of 17.43 acres. The subject parcel is located on the east side of S Jenkins Rd. The subject parcel has a City of Fort Pierce Future Land Use Designation of Medium Density Residential (land use code RM). The subject property has a zoning designation of R-4. The subject property is further located within Section 18, Township 35 South and Range 40 East.

A Tree Inventory and/or survey will be required prior to obtaining a Vegetation Removal Permit. Trees with DBH of 14 inches or greater are protected and will require mitigation if the site plan requires for removal of all native trees.

It is the professional opinion of EDC that approximately 17.43 acres of cropland/pasture is located onsite. In addition, trees meeting the “protected trees” criteria for the City of Fort Pierce were observed onsite. Through the action of conducting the environmental assessment on the subject parcel, EDC staff did not identify any native habitat nor species of concern. Furthermore, no wetlands were identified within the parcel boundary.

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

Environmental Assessment

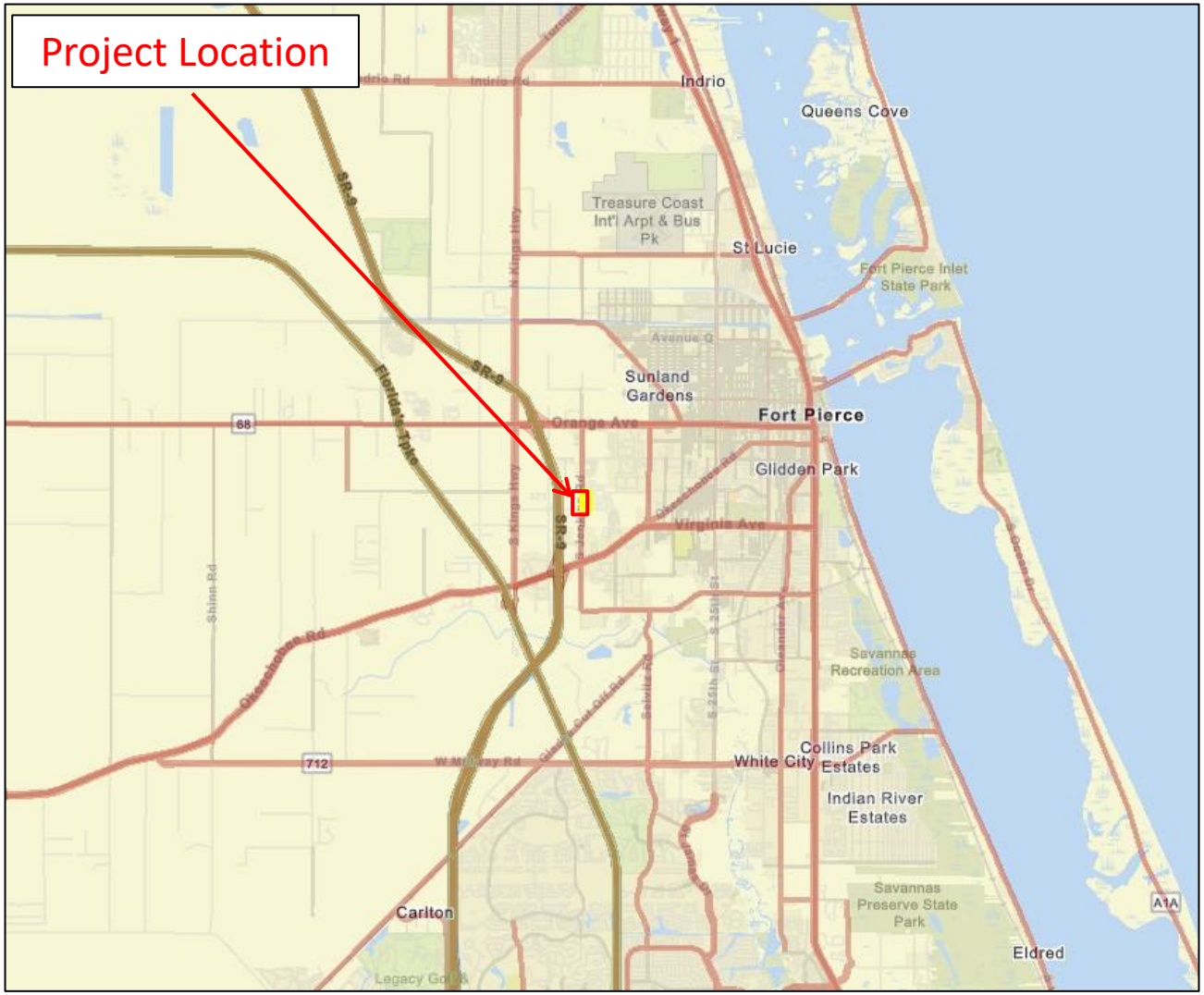
1910 S Jenkins Rd

City of Fort Pierce, FL

Location Map

Project: 22-439	Resurrection Life	10/27/2022

N



ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

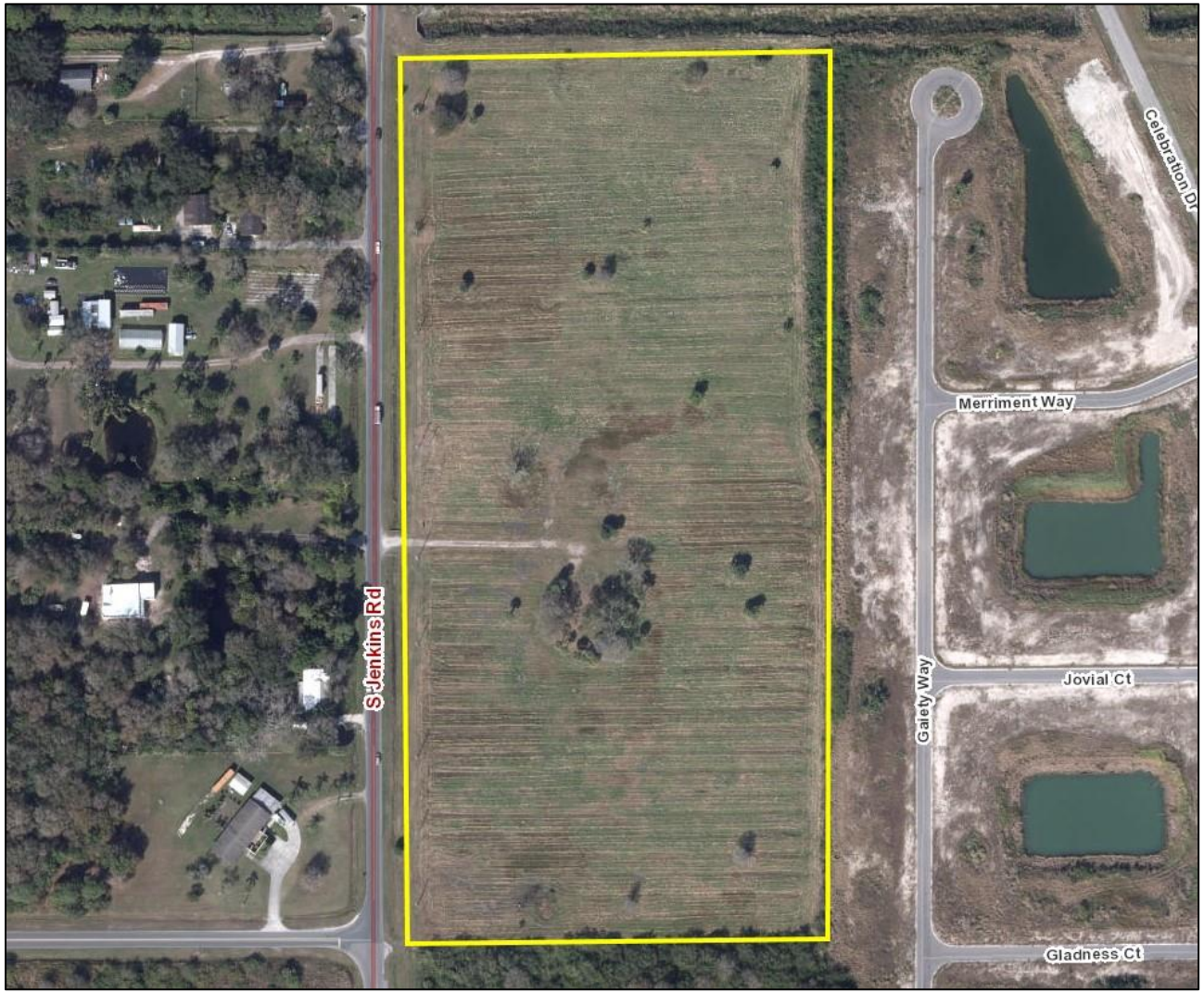
1910 S Jenkins Rd

City of Fort Pierce, FL

Property Appraiser Map

Project: 22-439	Resurrection Life	10/27/2022

N



ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

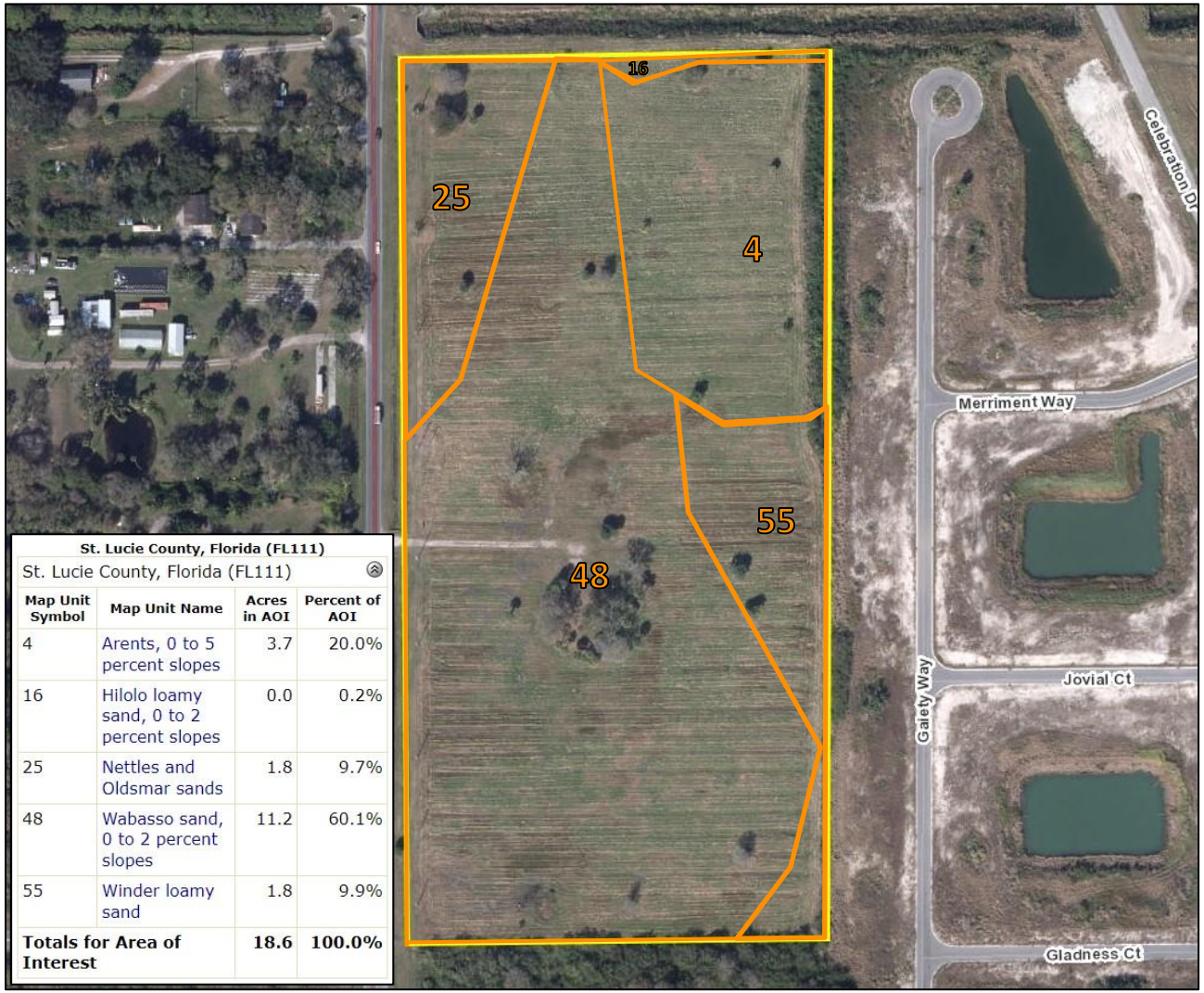
1910 S Jenkins Rd

City of Fort Pierce, FL

Soil Map

Project: 22-439	Resurrection Life	10/27/2022

N



St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Arents, 0 to 5 percent slopes	3.7	20.0%
16	Hilolo loamy sand, 0 to 2 percent slopes	0.0	0.2%
25	Nettles and Oldsmar sands	1.8	9.7%
48	Wabasso sand, 0 to 2 percent slopes	11.2	60.1%
55	Winder loamy sand	1.8	9.9%
Totals for Area of Interest		**18.6**	**100.0%**

ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

1910 S Jenkins Rd

City of Fort Pierce, FL

Florida Cooperative Land Cover (CLC) Map

Project: 22-439	Resurrection Life	10/27/2022

N

Florida CLC Codes	
210	Cropland/Pasture 17.43 AC

***This map demonstrates an approximation of habitat boundaries on site.**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential Developent	RM	PD
South	Vacant (Proposed Residential)	RM	R-4
East	Residential	RM	PD
West	SW: ROW / Residential W: ROW / Residential	RL (SLC)RU	C-1 (SCL) RS-2

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RM	R-4	Up to 12 UPA	4.883	X
****Proposed**	RH	PD	Up to 15 UPA	4.883	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 15,080
**Proposed Zoning/FLU	Total gallons per day 18,980
**Change in Demand	Total gallons per day increase of 3,900 gpd

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 15,080
**Proposed Zoning/FLU	Total gallons per day 18,980
**Change in Demand	Total gallons per day increase of 3,900 gpd

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	110.94	111.04	increase of 0.10
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	Samuel Gaines Academy	Fort Pierce Westwood
City	Fort Pierce	Fort Pierce
Distance	0.5 miles	4.4 miles
Current Zoning/FLU Enrollment Demand	8.40	3.59
****Proposed Zoning/FLU Enrollment Demand**	10.58	4.53
****Change in Demand**	increase of 2.17	increase of 0.95

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	2.90
****Proposed Zoning/FLU**	3.65
***Change in Demand**	increase of 0.75

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	Stormwater will be collected in a series of inlets that are connected via underground pipes. Stormwater is then conveyed to an on site lake for treatment and attenuation prior to discharging off site to the NSLRWCD Canal No. 36. The proposed lake will provide water quality treatment and attenuation prior to discharging off site.

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	391	23/30
****Proposed Zoning/FLU**	492	29/37
***Change in Demand**	Trips 102	Trips 6/7
Impact to Capacity	De Minimis	

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: 73	
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	Phase 1	73	4.883	2024	2025
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

From: Vovsi, Eman M.
To: Patricia Sesta
Subject: RE: 1910 S Jenkins Road
Date: Monday, November 28, 2022 12:21:06 PM
Attachments: image001.png
Template_102.pdf

Completed; no cultural resources detected

From: Patricia Sesta <patriciasesta@edc-inc.com>
Sent: Monday, November 28, 2022 12:12 PM
To: FMSFILE <FMSFILE@dos.myflorida.com>
Cc: Vovsi, Eman M. <Eman.Vovsi@DOS.MyFlorida.com>; Brad Currie <bradcurrie@edc-inc.com>
Subject: 1910 S Jenkins Road

EMAIL RECEIVED FROM EXTERNAL SOURCE

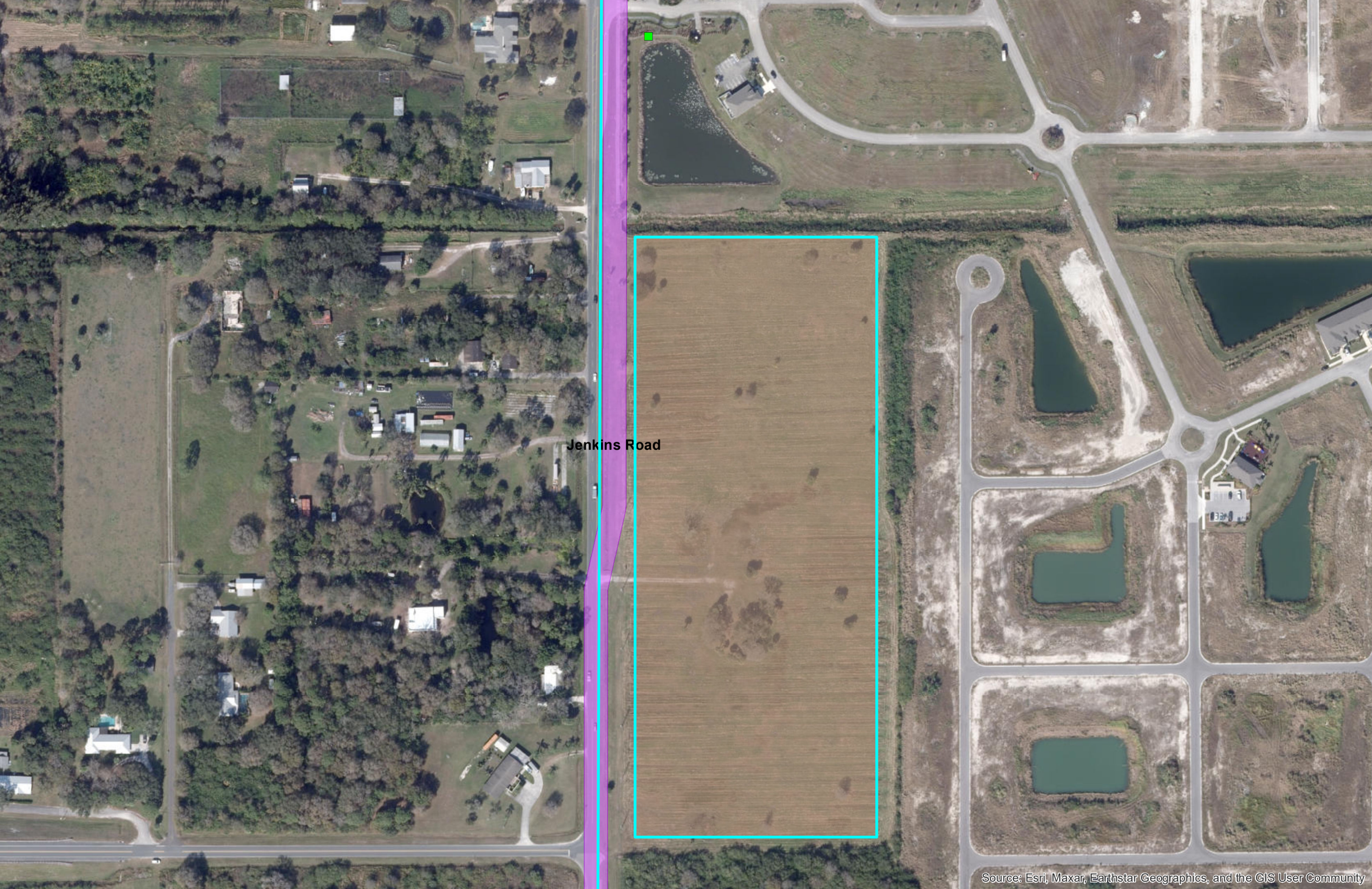
The attachments/links in this message have been scanned by Proofpoint.

Good afternoon,

I'm looking for any State Historical records on the attached property. Please find the completed request form and project boundary. Please forward at your earliest convenience.

Thank you.

Patricia "Trish" Sesta
Planner | Planning Division
ENGINEERS SURVEYORS ENVIRONMENTAL
10250 SW Village Parkway - Suite 201
Port Saint Lucie, Florida 34987
O: 772.462.2455 X 125
patriciasesta@edc-Inc.com | www.EDC-Inc.com


Jenkins Road
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Resurrection Life FLUMA

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: February 3rd, 2023 and March 5th, 2023

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Ryan Altizer **TITLE:** Senior Planner

SIGNATURE: Ryan Altizer **DATE:** 3/8/2023

ST. LUCIE NEWS TRIBUNE
ATTN: Display Advertising

Run Once: Friday, February 3rd, 2023

NO LESS THAN 2 COLUMNS WIDE BY 10 INCHES LONG. HEADLINE SHALL BE IN A TYPE NO SMALLER THAT 18 POINT. DO NOT PLACE IN THAT PORTION OF THE NEWSPAPER WHERE LEGAL NOTICES AND CLASSIFIED ADS APPEAR.

Send Proof of Publication to: Fort Pierce Planning Department and Alicia Rosenthal, Planning and Development Organizer

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PUBLIC NOTICE
CITY OF FORT PIERCE
LOCAL PLANNING AGENCY

NOTICE IS HEREBY GIVEN, pursuant to Sections 163.3174(4)(a) and 163.3184(a), F.S., the Planning Board, as the Local Planning Agency, of the City of Fort Pierce will hold a public hearing on Monday, February 13th, 2023, at 2:00 P.M., in the City Hall Commission Chambers, 100 N. U.S. 1, Fort Pierce, Florida. The public hearing will be on an application submitted by the representative, Engineering Design & Construction, Inc, for a Future Land Use Map Amendment of 4.883 acres of one (1) parcel of land to change the future land use designations from Medium Density Residential (RM) to High Density Residential (RH). Said parcel is generally located at or near 1910 S. Jenkins Road, Fort Pierce.

The legal description of the parcels are as follows:

PARCEL ID: 2418-322-0001-000-5

18 35 40 W 1/2 OF NW 1/4 OF SW 1/4-LESS W 40 FT FOR RD R/W AND LESS N 44.5 FT FOR NSLWMD CANAL NO 36 R/W- (17.43 AC) (OR 3444-922: 3458-167)

Display Map of Subject Property
****Insert Map Here ****

Interested parties may appear at the Local Planning Agency meeting and be heard with respect to the proposed amendment. A copy of the proposed amendment will be made available for inspection by the public at the City of Fort Pierce Planning Department, City Hall, 100 North US Highway 1.

Any person seeking to appeal the decision of the Local Planning Agency of the City of Fort Pierce, Florida, as to the foregoing, is advised that a record of the proceedings is required in any such appeal, and any such person may need to ensure 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.

Dated this 3rd day of February 2023.

Frank Creyaufmiller, Chairman
Local Planning Agency

City of Fort Pierce, Florida

Ryan Altizer, Senior Planner

ST. LUCIE NEWS TRIBUNE

ATTN: DISPLAY ADVERTISING

Re: Planning- Future Land Use Map Amendment

RUN ONCE: Sunday, March 5, 2023

NO LESS THAN 2 COLUMNS WIDE BY 10 INCHES LONG. HEADLINE SHALL BE IN A TYPE NO SMALLER THAT 18 POINT. DO NOT PLACE IN THAT PORTION OF THE NEWSPAPER WHERE LEGAL NOTICES AND CLASSIFIED ADS APPEAR

Send Proof of Publication to: Linda W. Cox, City Clerk, lcox@cityoffortpierce.com

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CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Monday, March 20, 2023 at 5:05 p.m. and Monday, April 3, 2023 at 5:05 p.m., hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 23-022 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THE PROPERTY GENERALLY LOCATED AT OR NEAR 1910 S. JENKINS ROAD, FROM MEDIUM DENSITY RESIDENTIAL, RM, TO HIGH DENSITY RESIDENTIAL, RH**; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2418-322-0001-000-5

Display Map of Subject Property
****Insert Map Here ****

All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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 ENSURE 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: 3.5.2023

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk 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.

3/5/2023

Subscribed and sworn to before on the 5th of March 2023

Notary, State of WI, County of Brown
My commission expires: 1-7-25

PUBLICATION COST: $315.00
AD NO: GCI1028019
CUSTOMER NO: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE FUTURE LAND USE AMENDMENT NOTICE OF PUBLIC HEARING

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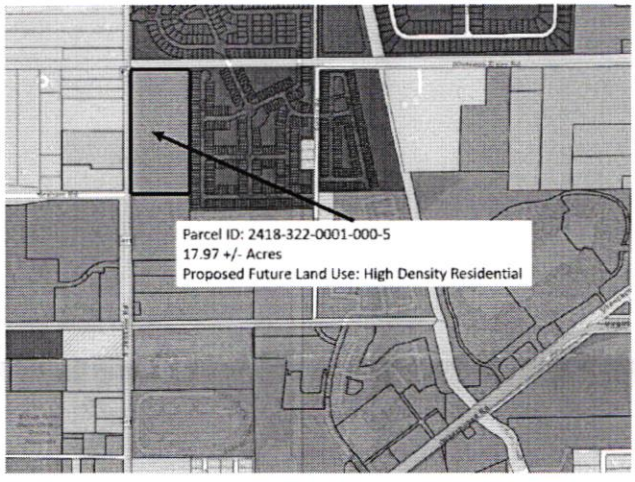
Subject Property: Parcel ID: 2418-322-0001-000-5

Display Map of Subject Property



All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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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: 3.5.2023

TR-GCI1028019-01

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 03/20/2023

Re: Orange Avenue Resurfacing Lighting Maintenance Memorandum of Agreement (FDOT)

Submitted For: Selena Griffett, Project Engineer, Engineering

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SUBJECT:

Resolution 23-R26 Authorizing the State of Florida Department of Transportation (FDOT) District Four Lighting Maintenance Memorandum of Agreement for Orange Avenue (S.R. 68) from North 32nd Street to US 1 (S.R. 5)

SUMMARY:

The Florida Department of Transportation will be resurfacing Orange Avenue (S.R. 68) in Fort Pierce from N 32nd Street to west of US 1 (S.R. 5). Included in this project is the replacement and addition of existing street lighting.

This Agreement (attached) will supersede a portion of the Original Lighting Maintenance Memorandum of Agreement dated May 5, 2005 (attached).

RECOMMENDATION:

Recommend approval of the Lighting Maintenance Memorandum of Agreement, recommend signing the Agreement and the Resolution.

ALTERNATIVES:

Do not sign the Agreement.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

John Andrews
City Attorney's Office

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 22/23
Account: N/A
Amount: N/A

OTHER INFORMATION:

Any financial impacts would be future maintenance needs.

Attachments

Resolution
New Agreement 2023
Existing Lighting Agreement 2005

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/10/2023 07:53 AM

Form Started By: Selena Griffett
Started On: 03/08/2023 03:08 PM
Final Approval Date: 03/10/2023

RESOLUTION NO. 23-

A RESOLUTION AUTHORIZING THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA TO ENTER INTO A LIGHTING MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR JOINT RIGHT OF WAY MIANTENANCE OF STATE ROAD 68/ORANGE AVENUE FROM NORTH 32ND STREET TO US HIGHWAY 1 AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Department of Transportation has jurisdiction over State Road 68 (Orange Avenue) as part of the State Highway System; and

WHEREAS, the Department seeks to install and have maintained by the City of Fort Pierce certain highway improvements within the right of way of State Road 68 (Orange Avenue) from North 32nd Street to US Highway 1; and

WHEREAS, the Department and the City mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

1. That the City of Fort Pierce shall enter into said agreement with the Department of Transportation of the State of Florida.

2. That a copy of said agreement shall be attached to this resolution.

3. That the Mayor, City Clerk, and City Attorney are hereby authorized to execute said agreement on behalf of the City of Fort Pierce.

4. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2023

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form and Correctness:

_____
Tanya M. Earley, Esq.
City Attorney

SECTION NO.: 94070000
FM No.(s): 446169-1-52-01
COUNTY: St. Lucie
S.R. No.: 68

FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR (4)
LIGHTING MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this date _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component **AGENCY** of the State of Florida, hereinafter called the **DEPARTMENT**, and **City of Fort Pierce**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road (S.R.) 68 beginning from Mile Post (M.P.) 19.754 to M.P. 21.669 and

WHEREAS, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway **IMPROVEMENTS**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR 68 beginning from M.P. 19.754 to M.P. 21.669 (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under Project Number **446169-1-52-01** to include decorative lighting; hereinafter called **IMPROVEMENTS** installed along SR 68 M.P. 19.754 to M.P. 21.669; and

WHEREAS, the Project involves the scope of work as described within **Exhibit A** (**Project Location**, **Description and Aerial**) and **Exhibit B** (**Construction Plans**), which will benefit the **AGENCY**; and

WHEREAS the parties hereto mutually recognize the need for entering into an **AGREEMENT** designation and setting forth the responsibilities of each party; and

WHEREAS the **AGENCY** by Resolution Number _____ entered this date _____, attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

A. The **DEPARTMENT** shall construct under Project Number **446169-1-52-01** the **IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B** that will benefit the **AGENCY**.

B. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.

C. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.

The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the project.

3. MAINTENANCE OF FACILITIES

A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **446169-1-52-01** within the limits of construction. Maintenance by the **AGENCY** will include but not limited to inspection, repair, restoration, replacement, coating and general maintenance of all decorative or non-standard features within the limits of construction. This includes Project Number **446169-1-52-01** for decorative light poles, installed along SR 68, from M.P. 19.754 to M.P. 21.669

This maintenance provision will apply to all existing decorative or non-standard lights already installed within the limits of the **AGENCY**.

1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.

2) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.

3) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn-out parts of the **IMPROVEMENTS**. The **AGENCY**'s responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair, coating replacement, and replacement due to normal wear and tear, named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.

4) The **AGENCY** shall perform all activities necessary to keep the **IMPROVEMENTS** fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power, and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the **IMPROVEMENTS** (including the poles and all other component parts installed as part of the **IMPROVEMENTS**), and locating (both vertically and horizontally) the **IMPROVEMENTS**, as may be necessary.

5) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking relating to the maintenance obligation I function or **AGREEMENT** termination.

6) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C (Maintenance Plan Requirements).**

7) The **AGENCY** shall be responsible to maintain the light pole structures and electrical components. The **AGENCY** shall replace the structure if destroyed in an accident by third parties. The **DEPARTMENT** expressly assigns its rights, interests and privileges pertaining to said **IMPROVEMENTS'** damage to the **AGENCY,** so **AGENCY** can pursue all claims and causes of actions against the third parties responsible for the damage. The **DEPARTMENT** will assist the **AGENCY** as necessary and will confirm **AGENCY'S** authorization to pursue recovery. The **AGENCY** will be responsible for all attorneys' fees and costs incurred in its recovery activities. The **AGENCY** shall not file suit in the name of the **DEPARTMENT**.

B. The **AGENCY** shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY'S** failure to comply with all ADA Laws existing and as may be amended. Costs and expenses shall include the costs to make the facility ADA compliant, Attorney's fees and costs and any judgments. Adjacent sidewalk areas shall be accessible at all times. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.

C. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the **DEPARTMENT** within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this

project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.

D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.

E. Any work impacting traffic flow along SR 68 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **CITY OF FORT PIERCE, CITY MANAGER**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the citied deficiency or deficiencies. It said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.

2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.

3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the

DEPARTMENT. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.

4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its Contractor's personnel, all the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document subject to the following conditions:

1) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.

2) The **AGENCY** shall procure a permit and/ or Construction **AGREEMENT** from the **DEPARTMENT**, as appropriate.

3) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

4) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** regarding any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

7. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under anyone (1) of the following conditions:

1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.

2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119,

Florida Statutes, and made or received by the **AGENCY** in conjunction with this **AGREEMENT**.

3) By the Department with a six (6) month written notice.

8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

9. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

1) **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.

2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.

3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

1) Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and

2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Local Funded Agreement(s) and State Highway Lighting Maintenance and Compensation Agreement(s) signed between the parties, as amended, as to all other **IMPROVEMENTS** not specifically mentioned in this Agreement. The streetlights installed under this project will be compensated as streetlights under the State Highway Lighting Maintenance and Compensation Agreement. If the **DEPARTMENT** and **AGENCY** fail to agree on the annual lump sum amount to be paid under the State Highway Lighting Maintenance and Compensation Agreement, this Agreement shall supersede that Agreement and the **AGENCY** agrees to maintain the lights solely under this Agreement.

12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and

value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

14. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail, the **OWNER** agrees to waive forum and venue and that the **DEPARTMENT** shall determine the forum and venue in which any dispute under this **AGREEMENT** is decided.

16. NOTICES

All notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421If to the

AGENCY:
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950
Attention: City Manager

17. LIST OF EXHIBITS
Exhibit A: Project Location, Description and Aerial
Exhibit B: Lighting Plans
Exhibit C: Maintenance Plan Requirements

SECTION NO.:	**94070000**
FM No.(s):	**446169-1-52-01**
COUNTY:	**St. Lucie**
S.R. No.:	**68**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

AGENCY:

City Of Fort Pierce, a municipal
Corporation of the State of Florida:

By: _____ Date: _____
City Manager / Mayor

Print Name: _____

ATTEST:

By: _____ Date: _____
Clerk

Print Name: _____

Approved as to Form:

By: _____ Date: _____
City Attorney

Print Name: _____

SECTION NO.: **94070000**
FM No.(s): **446169-1-52-01**
COUNTY: **St. Lucie**
S.R. No.: **68**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Director of Operations

Print Name: Paul A. Lampley

Date: _____

Approval as to Form:

Sign: _____
District General Counsel

Print Name: _____

Date: _____

SECTION NO.: **94070000**
FM No.(s): **446169-1-52-01**
COUNTY: **St. Lucie**
S.R. No.: **68**

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

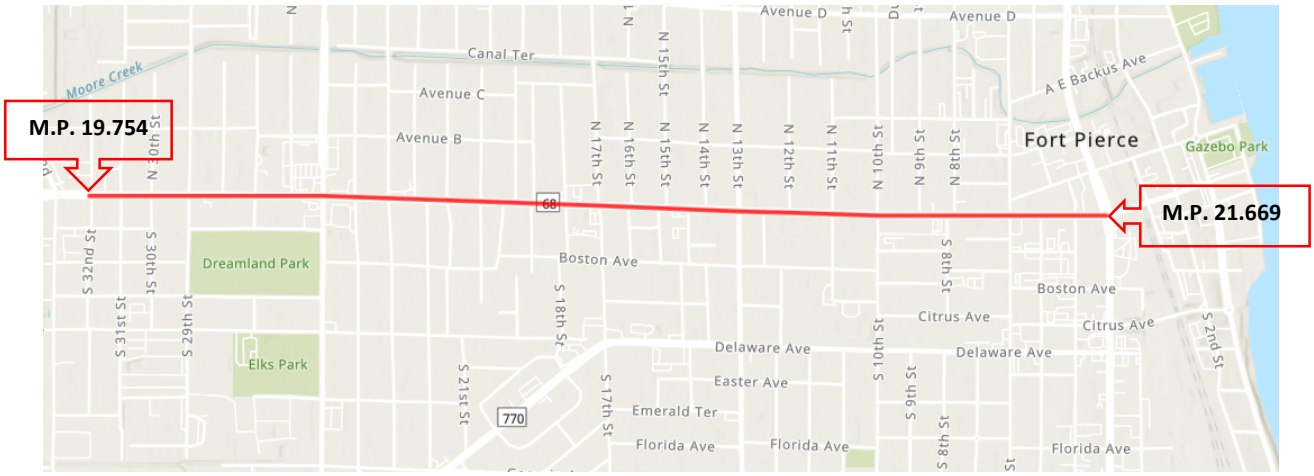
I. Location:

The **IMPROVEMENTS** associated with this **AGREEMENT** are located in the City of Fort Pierce, in St. Lucie County, Florida along State Road 68, section 94070000, beginning M.P. 19.754 to M.P. 21.669

II. Description of Work:

Project Number **446169-1-52-01** to include decorative light.
It will be the responsibility of the **AGENCY** to maintain the **IMPROVEMENTS** described in this **AGREEMENT**.

III. Aerial



SECTION NO.: **94070000**
FM No.(s): **446169-1-52-01**
COUNTY: **St. Lucie**
S.R. No.: **68**

EXHIBIT B

LIGHTING PLANS

Lighting Plans prepared by Christopher W. Tillit, P.E. and Soheila Sadough, P.E., dated February 16, 2023, as approved by the **DEPARTMENT**.

LIGHTING PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
13	L-1	KEY SHEET
14	L-1A	SIGNATURE SHEET
15	L-2	GENERAL NOTES
16	L-3	LIGHTING LEGEND
17	L-4	LIGHTING DATA TABLE
18 - 24	L-5 thru L-11	LIGHTING PLAN
25	L-12	SERVICE POINT DETAILS
26	L-13	LIGHT POLE DETAIL

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STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 446169-1-52-01

(FEDERAL FUNDS)

ST LUCIE COUNTY (94070)

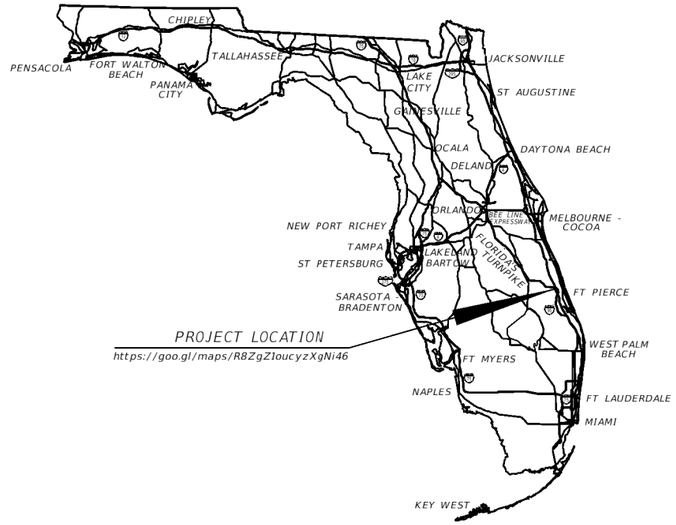
STATE ROAD NO. 68 (ORANGE AVENUE)

RRR FROM N 32ND ST TO WEST OF SR-5/US-1

LIGHTING PLANS

INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
L-1	KEY SHEET
L-1A	SIGNATURE SHEET
L-2	GENERAL NOTES
L-3	LIGHTING LEGEND
L-4	LIGHTING DATA TABLE
L-5 - L-11	LIGHTING PLAN
L-12	SERVICE POINT DETAILS
L-13	LIGHT POLE DETAIL
L-14	FOUNDATION DETAIL



LIGHTING PLANS
ENGINEER OF RECORD:

CHRISTOPHER W. TILLIT, P.E.
P.E. NO.: 73059
PREMIERE LIGHTING & TRAFFIC, INC.
2555 NW 102ND AVENUE, SUITE 214
DORAL, FL 33172
CONTRACT NO.: CA982
VENDOR NO.: F825327360

FDOT PROJECT MANAGER:

LESLIE WETHERELL, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T4652	24	L-1

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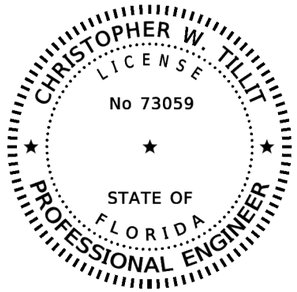


THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

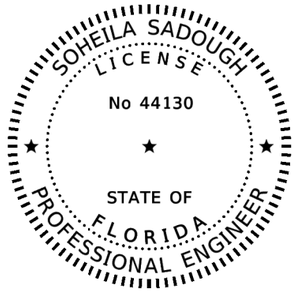
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PREMIERE LIGHTING & TRAFFIC, INC.
2555 NW 102ND AVENUE, SUITE 214
DORAL, FL 33172
CHRISTOPHER W. TILLIT, P.E. NO. 73059

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004. F.A.C.

LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
L-1	KEY SHEET
L-1A	SIGNATURE SHEET
L-2	GENERAL NOTES
L-3	LIGHTING LEGEND
L-4	LIGHTING DATA TABLE
L-5 - L-11	LIGHTING PLAN
L-12	SERVICE POINT DETAILS
L-13	LIGHT POLE DETAIL



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ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ASA CONSULTANTS, INC.
510 SHOTGUN ROAD, SUITE 402
SUNRISE, FL 33326
SOHEILA SADOUGH, P.E. NO. 44130

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004. F.A.C.

STRUCTURES PLANS

SHEET NO.	SHEET DESCRIPTION
L-1A	SIGNATURE SHEET
L-14	FOUNDATION DETAIL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

CHISTOPHER W. TILLIT, P.E.
P.E. LICENSE NUMBER 73059
PREMIERE LIGHTING & TRAFFIC, INC.
2555 NW 102ND AVENUE, SUITE 214
DORAL, FL. 33172

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 68	ST LUCIE	446169-1-52-01

SIGNATURE SHEET

SHEET NO.

L-1A

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GENERAL NOTES

1. PRIOR TO ANY EQUIPMENT ORDER, SUBMIT FOR REVIEW AND APPROVAL, THE EQUIPMENT SPECIFICATIONS OR DESIGN AND SHOP DRAWINGS FOR MATERIAL PROPOSED FOR THE PROJECT, WHICH SHALL INCLUDE BUT NOT LIMITED TO:

   A) LUMINAIRE AND LUMINAIRE PHOTOMETRICS. SUBMITTAL SHALL INCLUDE A COMPUTER PRINTOUT SHOWING HORIZONTAL FOOT-CANDLE LEVELS TO BE OBTAINED USING THE SUBMITTED LUMINARIES ON THE PROJECT.
   B) CONDUCTORS, CONDUIT, GROUND RODS, JUNCTION BOXES, AND PULL BOXES.
   C) FUSES, FUSE HOLDERS, SURGE PROTECTION DEVICES (SPD), POLE CABLE DISTRIBUTION SYSTEM (PCDS), PANELBOARDS, CIRCUIT BREAKERS, CONTACTORS, TERMINAL BLOCKS, PHOTO CELLS, CONTROL TRANSFORMERS, AND ENCLOSURES.
   D) LIGHT POLES, INCLUDING ARMS.
   E) FOUNDATIONS.
   F) COPIES OF ALL WARRANTIES FROM THE MANUFACTURER.

2. THE LIGHTING MAINTAINING AGENCY IS THE CITY OF FORT PIERCE AND FORT PIERCE UTILITIES AUTHORITY (FPUA). ALL SALVAGEABLE LIGHTING EQUIPMENT SHALL BE DELIVERED TO THE CITY OF FORT PIERCE. DELIVERY OF ALL SALVAGEABLE LIGHTING EQUIPMENT SHALL BE COORDINATED WITH THE CITY OF FORT PIERCE AND FORT PIERCE UTILITIES AUTHORITY (FPUA).

3. POLE POSITIONS AND CONDUIT ROUTING MAY BE ADJUSTED, AS APPROVED BY THE ENGINEER, TO PREVENT CONFLICTS WITH UTILITIES, EXISTING TREES AND PALMS, INTELLIGENT TRANSPORTATION SYSTEM DEVICES AND FIBER, AND DRAINAGE STRUCTURES NOT INDICATED.

4. EXISTING LIGHTING SHALL BE MAINTAINED AND REMAIN IN SERVICE UNTIL PROPOSED LIGHTING IS OPERATIONAL AND IN SERVICE.

5. THE CONTRACTOR MUST COMPLY WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) 14 CFR PART. 77 (77.7), FOR ANY POTENTIAL TEMPORARY STRUCTURE THAT COULD NEGATIVELY AFFECT THE SAFETY OF AIR NAVIGATION.

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	CHRISTOPHER W. TILLIT, P.E. LICENSE NUMBER 73059 PREMIERE LIGHTING & TRAFFIC, INC 2555 NW 102ND AVENUE, SUITE 214 DORAL, FLORIDA 33172	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-2
					SR 68	ST LUCIE	446169-1-52-01		

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LEGEND

- RETROFIT EXISTING FDOT LIGHT POLE WITH LED LUMINAIRE DESIGNED FOR 9470 LUMENS, 70 WATTS, TYPE III DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 240V OPERATIONS. LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING POLE ASSEMBLY. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE ATB0_P203_R3_3K.IES.
- RETROFIT EXISTING FDOT LIGHT POLE WITH LED LUMINAIRE DESIGNED FOR 9672 LUMENS, 70 WATTS, TYPE IV DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 240V OPERATIONS. LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING POLE ASSEMBLY. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE ATB0_P203_R4_3K.IES.
- RETROFIT EXISTING FDOT LIGHT POLE WITH LED LUMINAIRE DESIGNED FOR 18158 LUMENS, 124 WATTS, TYPE IV DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 240V OPERATIONS. LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING POLE ASSEMBLY. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE ATB0_P304_R4_3K.IES.
- RETROFIT EXISTING FDOT LIGHT POLE WITH LED LUMINAIRE DESIGNED FOR 32758 LUMENS, 233 WATTS, TYPE IV DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 240V OPERATIONS. LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING POLE ASSEMBLY. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE ATB2_P603_R3_3K.IES.
- RETROFIT EXISTING FDOT MAST ARM MOUNTED LIGHT FIXTURE WITH LED LUMINAIRE DESIGNED FOR 32758 LUMENS, 233 WATTS, TYPE III DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 120V OPERATIONS. LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING POLE ASSEMBLY. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE ATB2_P603_R3_3K.IES.
- RETROFIT EXISTING FDOT LIGHT IN MAST ARM WITH LED LUMINAIRE DESIGNED FOR 19719 LUMENS, 145 WATTS, TYPE II DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 240V OPERATIONS. LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING POLE ASSEMBLY. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE ATB0_P305_R2_3K.IES.
- LIGHT POLE COMPLETE WITH LED LUMINAIRE DESIGNED FOR 9470 LUMENS, 70 WATTS, TYPE III DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 240V OPERATIONS. POLE, ARM, AND LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING LIGHT POLES IN SR 68 CORRIDOR. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE ATB0_P203_R3_3K.IES.
- LIGHT POLE COMPLETE WITH LED LUMINAIRE DESIGNED FOR 18158 LUMENS, 124 WATTS, TYPE IV DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONROL RECEPTACLE WITH CHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 240V OPERATIONS. POLE, ARM, AND LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING LIGHT POLES IN SR 68 CORRIDOR. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE ATB0_P304_R4_3K.IES.
- LIGHT POLE COMPLETE WITH LED LUMINAIRE DESIGNED FOR 11489 LUMENS, 88 WATTS, TYPE III DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 240V OPERATIONS. POLE, ARM, AND LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING LIGHT POLES IN SR 68 CORRIDOR. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE ATB0_P204_R3_3K.IES.
- LIGHT POLE COMPLETE WITH LED LUMINAIRE DESIGNED FOR 19719 LUMENS, 145 WATTS, TYPE II DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 240V OPERATIONS. LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING POLE ASSEMBLY. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE ATB0_P305_R2_3K.IES.
- LIGHT POLE COMPLETE WITH LED LUMINAIRE DESIGNED FOR 26609 LUMENS, 196 WATTS, TYPE II DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 240V OPERATIONS. POLE, ARM, AND LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING LIGHT POLES IN SR 68 CORRIDOR. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE ATB2_P602_R2_3K.IES.
- DECORATIVE POLE-TOP LIGHT POLE COMPLETE WITH LED LUMINAIRE DESIGNED FOR 3,831 LUMENS, 45.6 WATTS, TYPE II DISTRIBUTION, 3000K CCT, 7-PIN PHOTOCONROL RECEPTACLE WITH CHORTING CAP (NO PHOTOCELL REQUIRED), AND WIRED FOR 240V OPERATIONS. POLE, AND LUMINAIRE SHALL BE VERDI GREEN COLOR TO MATCH EXISTING LIGHT POLES IN SR 68 CORRIDOR. LUMINAIRE BASIS OF DESIGN IS PHOTOMETRIC IES FILE A880SRLED-12L40T3-MDLO14-BLOC.IES.
- EXISTING FDOT POST-TOP DECORATIVE LIGHT POLE TO REMAIN.
- EXISTING FDOT POST-TOP DECORATIVE LIGHT POLE TO BE REMOVED.
- EXISTING FDOT MAST ARM MOUNTED LED LUMINAIRE TO REMAIN
- EXISTING LED LUMINAIRE ON FPL POWER POLE TO REMAIN.
- EXISTING FDOT CONVENTIONAL COBRAHEAD LIGHT POLE TO REMAIN.
- 2" SCHEDULE 40 HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT (UNDERPAVEMENT, DIRECTIONAL BORE, OR OPEN TRENCH) WITH THREE RHW-2/XLP CONDUCTORS INSIDE THE CONDUIT: ONE WITH BLACK INSULATION, ONE WITH RED INSULATION, AND ONE WITH GREEN INSULATION.
- EXISTING CIRCUIT CONDUCTORS AND CONDUIT TO REMAIN.
- EXISTING CIRCUIT CONDUCTORS TO BE REMOVED. EXISTING CONDUIT TO BE ABANDONED.
- PROPOSED PULL BOX.
- EXISTING PULL BOX TO BE REPLACED WITH PROPOSED PULL BOX. WHERE PROPOSED PULL BOX REPLACES EXISTING PULL BOX AT EXISTING POLE TO REMAIN, IT SHALL BE REPLACED AT THE SAME LOCATION AND THE EXISTING CONDUIT BETWEEN THE POLE FOUNDATION AND THE PULL BOX SHALL REMAIN.
- EXISTING PULL BOX TO REMAIN.

SIGNALIZED INTERSECTION LIGHTING DESIGN CRITERIA
(LIGHTING RETROFIT)

ILUMINATION LEVEL AVERAGE F.C.	ILUMINATION UNIFORMITY RATIOS (H.F.C. AND V.F.C.)
AVG :1.0 MIN-1.5 STD (H.F.C.) AVG :1.0 MIN-1.5 STD (V.F.C.)	AVG/MIN: 4:1 OR LESS MAX/MIN: 10:1 OR LESS
WIND SPEED: 160 MPH	

MIDBLOCK CROSSWALK LIGHTING DESIGN CRITERIA
(MEDIUM & HIGH AMBIENT LUMINANCE)

ILUMINATION LEVEL AVERAGE F.C.	ILUMINATION UNIFORMITY RATIOS (H.F.C. AND V.F.C.)
2.3 (V.F.C.)	N/A
WIND SPEED: 160 MPH	

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
CHRISTOPHER W. TILLIT, P.E.
LICENSE NUMBER 73059
PREMIERE LIGHTING & TRAFFIC, INC
2555 NW 102ND AVENUE, SUITE 214
DORAL, FLORIDA 33172

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 68	ST LUCIE	446169-1-52-01

LIGHTING LEGEND

SHEET NO. L-3

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LIGHTING DATA TABLE

POLE NO.	CIRCUIT	STATION	POLE OFFSET/SETBACK	MOUNTING HEIGHT	ARM CONFIGURATION	ARM LENGTH	LUMINAIRE WATTAGE	FOUNDATION	PAY ITEM
1	A-5	1074+43	EXIST. (LT)	EXIST.	COBRAHEAD	EXIST.	70	EXIST.	715-11-211
2	A-6	1075+21	EXIST. (RT)	EXIST.	COBRAHEAD	EXIST.	70	EXIST.	715-11-211
3	A2-1	1075+41	BOSW (74.22' RT)	30'	COBRAHEAD	12'	70	CYLINDRICAL	715-61-142
4	A2-1	1076+07	EXIST. (LT)	EXIST.	COBRAHEAD	EXIST.	233	EXIST.	715-11-211
5	A-5	1076+29	EXIST. (LT)	EXIST.	COBRAHEAD	EXIST.	70	EXIST.	715-11-211
6	A-6	1076+83	EXIST. (RT)	EXIST.	COBRAHEAD	EXIST.	70	EXIST.	715-11-211
7	B-4	1102+53	EXIST. (RT)	EXIST.	COBRAHEAD	EXIST.	70	EXIST.	715-11-211
8	B-3	1102+73	EXIST. (LT)	EXIST.	COBRAHEAD	EXIST.	70	EXIST.	715-11-211
9	B-3	1102+93	BOSW (89.20' LT)	30'	COBRAHEAD	12'	88	CYLINDRICAL	715-61-142
10	B-4	1103+05	BOSW (53.07' RT)	30'	COBRAHEAD	12'	88	CYLINDRICAL	715-61-142
11	B-3	1103+64	EXIST. (LT)	EXIST.	COBRAHEAD	EXIST.	70	EXIST.	715-11-211
12	B-4	1103+69	EXIST. (RT)	EXIST.	COBRAHEAD	EXIST.	70	EXIST.	715-11-211
13	B-5	1116+01	EXIST. (LT)	EXIST.	COBRAHEAD	EXIST.	70	EXIST.	715-11-211
14	B-6	1116+22	EXIST. (RT)	EXIST.	COBRAHEAD	EXIST.	70	EXIST.	715-11-211
15	C-2	1117+02	BOSW (137.90' LT)	30'	COBRAHEAD	12'	196	CYLINDRICAL	715-61-142
16	C-1	1117+11	BOSW (53.37' RT)	30'	COBRAHEAD	12'	124	CYLINDRICAL	715-61-142
17	C-2	1117+28	EXIST. (LT)	EXIST.	COBRAHEAD	EXIST.	70	EXIST.	715-11-211
18	C-1	1117+74	BOSW (29.94' RT)	30'	COBRAHEAD	12'	70	CYLINDRICAL	715-61-142
19	C-1	1129+10	EXIST. (RT)	EXIST.	COBRAHEAD	EXIST.	145	EXIST.	715-11-211
20	C-2	1130+25	EXIST. (LT)	EXIST.	COBRAHEAD	EXIST.	124	EXIST.	715-11-211
21	C-1	1131+56	EXIST. (RT)	EXIST.	COBRAHEAD	EXIST.	124	EXIST.	715-11-211
22	C-1	1137+11	EXIST. (RT)	EXIST.	COBRAHEAD	EXIST.	145	EXIST.	715-11-211
23	C-2	1137+87	BOSW (23.07' LT)	30'	COBRAHEAD	12'	145	CYLINDRICAL	715-61-142
24	C-4	1143+16	BOSW (21.18' RT)	15'	POLE-TOP	N/A	45.6	CYLINDRICAL	715-516-115
25	C-3	1143+30	BOSW (69.67' LT)	30'	COBRAHEAD	12'	124	CYLINDRICAL	715-61-142
26	C-4	1144+01	BOSW (43.43' RT)	15'	POLE-TOP	N/A	45.6	CYLINDRICAL	715-516-115
27	C-4	1150+47	41.10' RT	30'	COBRAHEAD	12'	70	CYLINDRICAL	715-61-142
28	SIGNAL	1150+56	EXIST.(LT)	EXIST.	SIGNAL POLE	EXIST.	233	EXIST.	715-11-211
29	C-3	1150+81	20.46' (LT)	15'	POLE-TOP	N/A	45.6	CYLINDRICAL	715-516-115

BOSW = BACK OF SIDEWALK.
@BL68 ALIGNMENT FOR ALL LIGHT POLE

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
CHRISTOPHER W. TILLIT, P.E.
LICENSE NUMBER 73059
PREMIERE LIGHTING & TRAFFIC, INC
2555 NW 102ND AVENUE, SUITE 214
DORAL, FLORIDA 33172

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 68	ST LUCIE	446169-1-52-01

LIGHTING DATA TABLE

SHEET NO.
L-4

REPLACE EXIST. PULL BOXES
DUE TO SIDEWALK RECONSTRUCTION
AT THE FOLLOWING LOCATIONS:
(NO PLAN COVERAGE):
STA. 1072+93 (34.76' LT): (1 EA)
STA. 1092+72 (34.10' RT): (1 EA)
STA. 1099+39 (37.19' LT): (1 EA)

635-2-11 3 EA

26th ST

BEGIN LIGHTING PLANS
STA. 1072+60.00

STA. 1074+43 (EXIST. LT)
POLE NO. 1 CKT. A-5
REPLACE EXISTING
SOW CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

R/W LINE

R/W LINE

SR 615 / N 25TH ST

R/W LINE

SPLICE

STA. 1076+07 (EXIST. LT)
POLE NO. 4 CKT. A2-1
REPLACE EXISTING
SOW CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

STA. 1076+29 (EXIST. LT)
POLE NO. 5 CKT. A-5
REPLACE EXISTING
SOW CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

R/W LINE

0 10 40
Feet

1073 1074 1075 1076 1077 1078

N89°57'18"E

SR 68 / ORANGE AVE

S88°22'52"E

SR 68 / ORANGE AVE

2#6 (A2-1)
1#6 GND
630-2-12
1 RUN @ 110 LF

POT STA. 1077+33

R/W LINE

R/W LINE

STA. 1075+21 (EXIST. RT)
POLE NO. 2 CKT. A-6
REPLACE EXISTING
SOW CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

2#6 (A2-1)
1#6 GND
630-2-12
1 RUN @ 70 LF

SR 615 / S 25TH ST

2#6 (A2-1)
1#6 GND
630-2-12
1 RUN @ 25 LF

STA. 1076+83 (EXIST. RT)
POLE NO. 6 CKT. A-6
REPLACE EXISTING
SOW CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

STA. 1075+41 (74.22' RT)
POLE NO. 3 CKT. A2-1

R/W LINE

R/W LINE

27th ST

EXIST. LOAD CENTER "A"
120/240V, 1 PHASE, 3W
PER FPID No.
411441-1-52-01
(TO REMAIN).

1069

SR 68 / ORANGE AVE

AVENUE B

EXIST. LOAD CENTER "A2"
120V, 1 PHASE, 3W
PER FPID No.
413846-1-52-01
(TO REMAIN).

16

SR 615 / 25th ST

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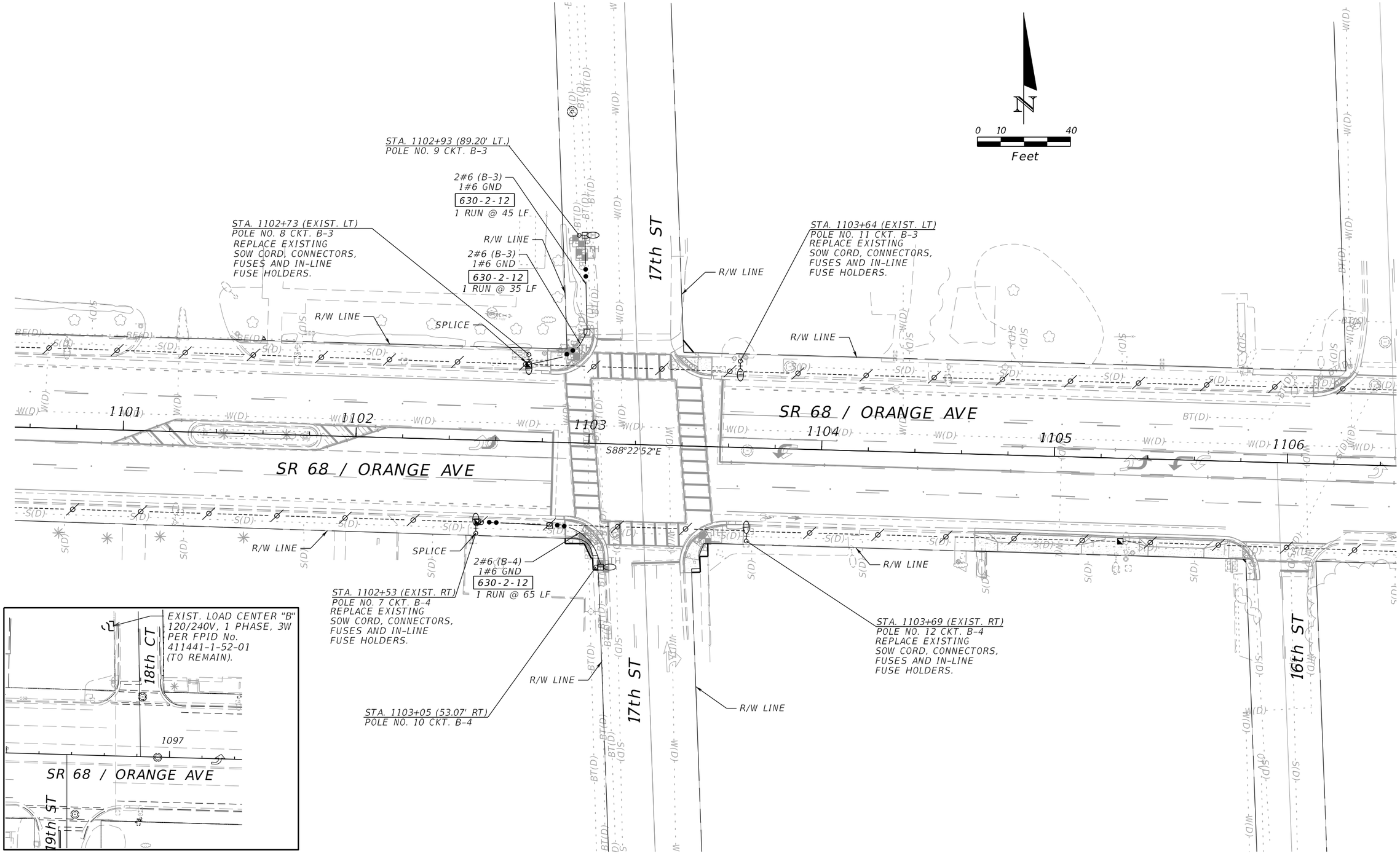
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	CHRISTOPHER W. TILLIT, P.E. LICENSE NUMBER 73059 PREMIERE LIGHTING & TRAFFIC, INC 2555 NW 102ND AVENUE, SUITE 214 DORAL, FLORIDA 33172	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-5
					SR 68	ST LUCIE	446169-1-52-01		



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

CHRISTOPHER W. TILLIT, P.E.
LICENSE NUMBER 73059
PREMIERE LIGHTING & TRAFFIC, INC
2555 NW 102ND AVENUE, SUITE 214
DORAL, FLORIDA 33172

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 68	ST LUCIE	446169-1-52-01

LIGHTING PLAN

SHEET NO. L-6

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N

0 10 40

Feet

STA. 1117+02 (137.90' LT.)
POLE NO. 15 CKT. C-2

R/W LINE

2#6 (C-2)
1#6 GND
630-2-12
1 RUN @ 110 LF

R/W LINE

13th ST

2#6 (C-2)
1#6 GND
630-2-12
1 RUN @ 25 LF

STA. 1117+28 (EXIST. LT)
POLE NO. 17 CKT. C-2
REPLACE EXISTING
SOW CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

SPLICE

R/W LINE

STA. 1116+01 (EXIST. LT)
POLE NO. 13 CKT. B-5
REPLACE EXISTING
SOW CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

R/W LINE

1114 1115 1116 1117 1118 1119

S88°22'52"E

SR 68 / ORANGE AVE

SR 68 / ORANGE AVE

R/W LINE

2#6 (C-1)
1#6 GND
630-2-12
1 RUN @ 45 LF

R/W LINE

2#6 (C-1)
1#6 GND
630-2-12
1 RUN @ 90 LF

SPLICE. REPLACE
EXISTING SOW
CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

ALMA CT

STA. 1117+74 (29.94' RT)
POLE NO. 18 CKT. C-1

EXIST. TREE TO
BE TRIMMED OR
REMOVED

2#6 (C-1)
1#6 GND
630-2-12
1 RUN @ 30 LF

2#6 (C-1)
1#6 GND
630-2-12
1 RUN @ 25 LF

STA. 1117+11 (53.37' RT)
POLE NO. 16 CKT. C-1

R/W LINE

R/W LINE

13th ST

STA. 1116+22 (EXIST. RT)
POLE NO. 14 CKT. B-6
REPLACE EXISTING
SOW CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

R/W LINE

EXIST. LOAD CENTER "B"
120/240V, 1 PHASE, 3W
PER FPID No.
411441-1-52-01
(TO REMAIN).

18th CT

1097

SR 68 / ORANGE AVE

19th ST

EXIST. LOAD CENTER "C"
120/240V, 1 PHASE, 3W
(TO REMAIN).

8th ST

1138

SR 68 / ORANGE AVE

8th ST

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

CHRISTOPHER W. TILLIT, P.E.
LICENSE NUMBER 73059
PREMIERE LIGHTING & TRAFFIC, INC
2555 NW 102ND AVENUE, SUITE 214
DORAL, FLORIDA 33172

20

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 68	ST LUCIE	446169-1-52-01

LIGHTING PLAN

SHEET NO.

L-7

REPLACE EXIST. PULL BOXES
DUE TO SIDEWALK RECONSTRUCTION
AT THE FOLLOWING LOCATIONS:
(NO PLAN COVERAGE):
STA. 1121+63 (23.14' LT): (1 EA)
STA. 1122+16 (23.82' LT): (1 EA)
STA. 1125+89 (28.80' RT): (1 EA)
STA. 1126+38 (23.69' LT): (1 EA)
STA. 1126+41 (28.91' RT): (1 EA)
STA. 1134+44 (22.81' LT): (1 EA)
STA. 1135+07 (20.63' LT): (1 EA)
STA. 1137+75 (28.03' RT): (1 EA)
STA. 1137+91 (24.11' LT): (1 EA)
STA. 1138+48 (23.43' LT): (1 EA)

635-2-11 10 EA

N

0 10 40
Feet

STA. 1130+25 (EXIST. LT)
POLE NO. 20 CKT. C-2
REPLACE EXISTING
SOW CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

R/W LINE

10th ST

128 1129 1130 1131 1132 1133

S88°22'52"E

S89°55'30"E

SR 68 / ORANGE AVE

POT STA. +64.07

STA. 1129+10 (EXIST. RT)
POLE NO. 19 CKT. C-1
REPLACE EXISTING
SOW CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

STA. 1131+56 (31.01' RT.)
POLE NO. 21 CKT. C-1
REPLACE EXISTING
SOW CORD, CONNECTORS,
FUSES AND IN-LINE
FUSE HOLDERS.

EXIST. LOAD CENTER "C"
120/240V, 1 PHASE, 3W
(TO REMAIN).

8th ST

1138

SR 68 / ORANGE AVE

8th ST

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	CHRISTOPHER W. TILLIT, P.E. LICENSE NUMBER 73059 PREMIERE LIGHTING & TRAFFIC, INC 2555 NW 102ND AVENUE, SUITE 214 DORAL, FLORIDA 33172	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-8
					SR 68	ST LUCIE	446169-1-52-01		

21

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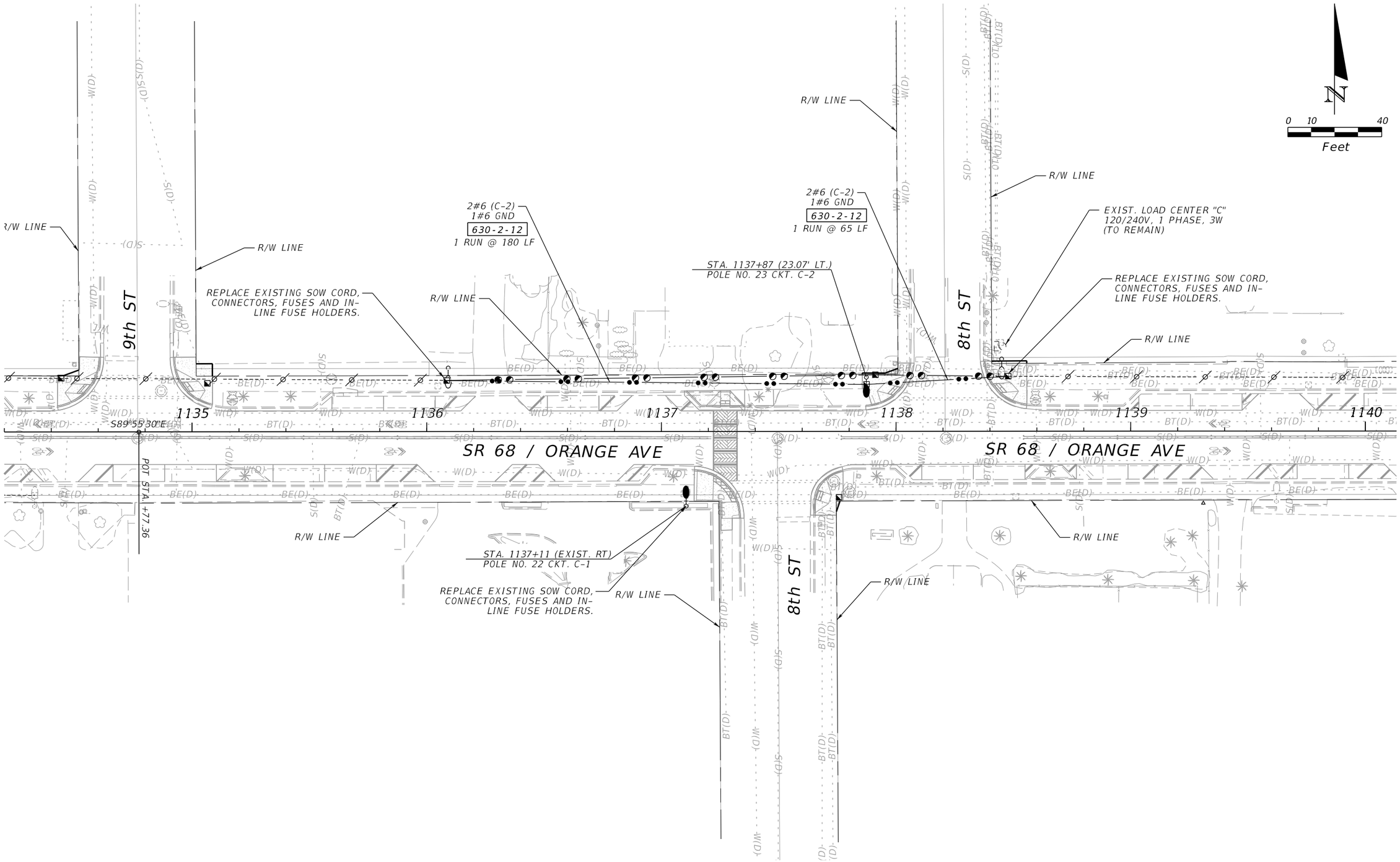

REVISIONS					STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LIGHTING PLAN	
				22	SR 68	ST LUCIE	446169-1-52-01		L-9

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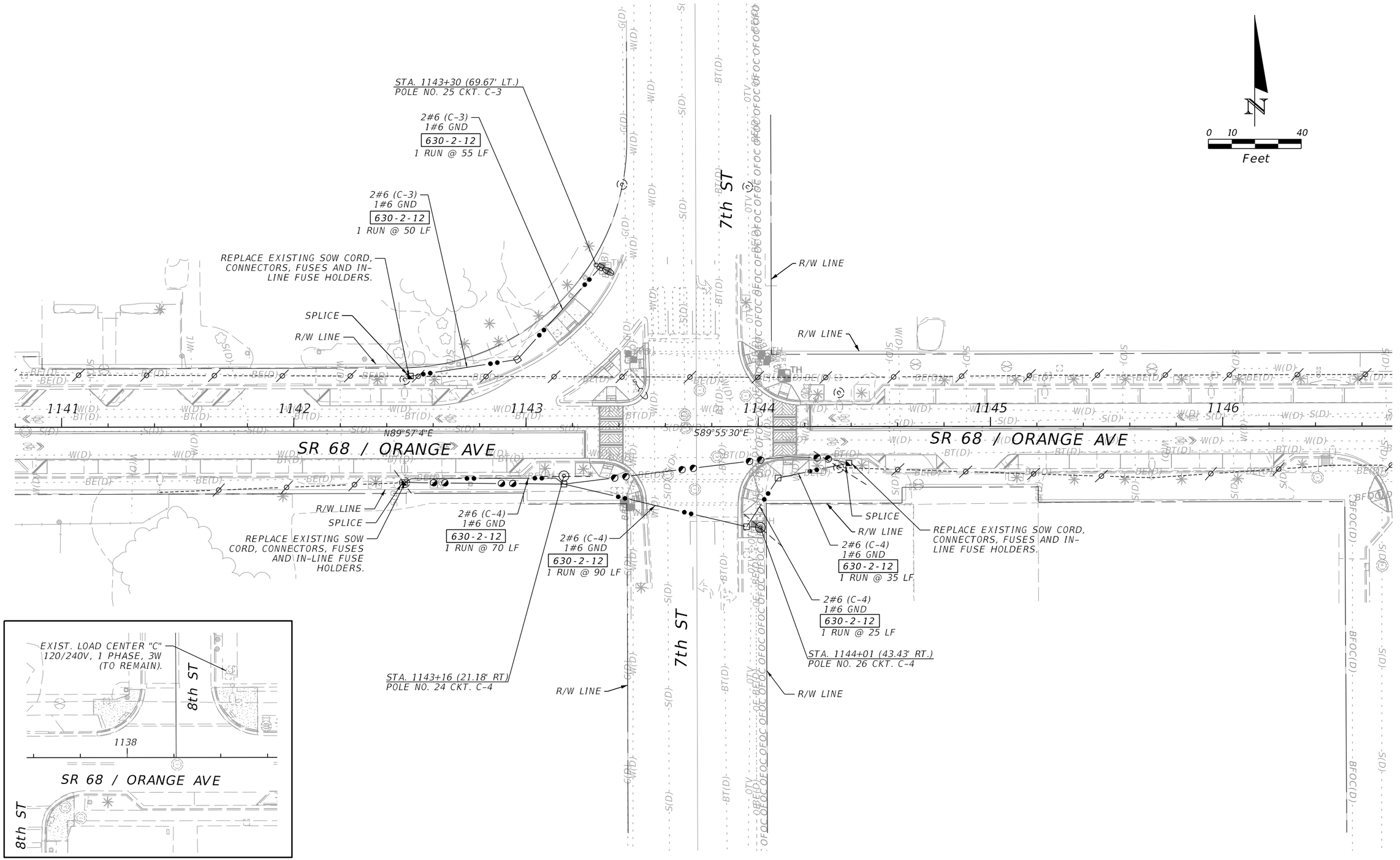

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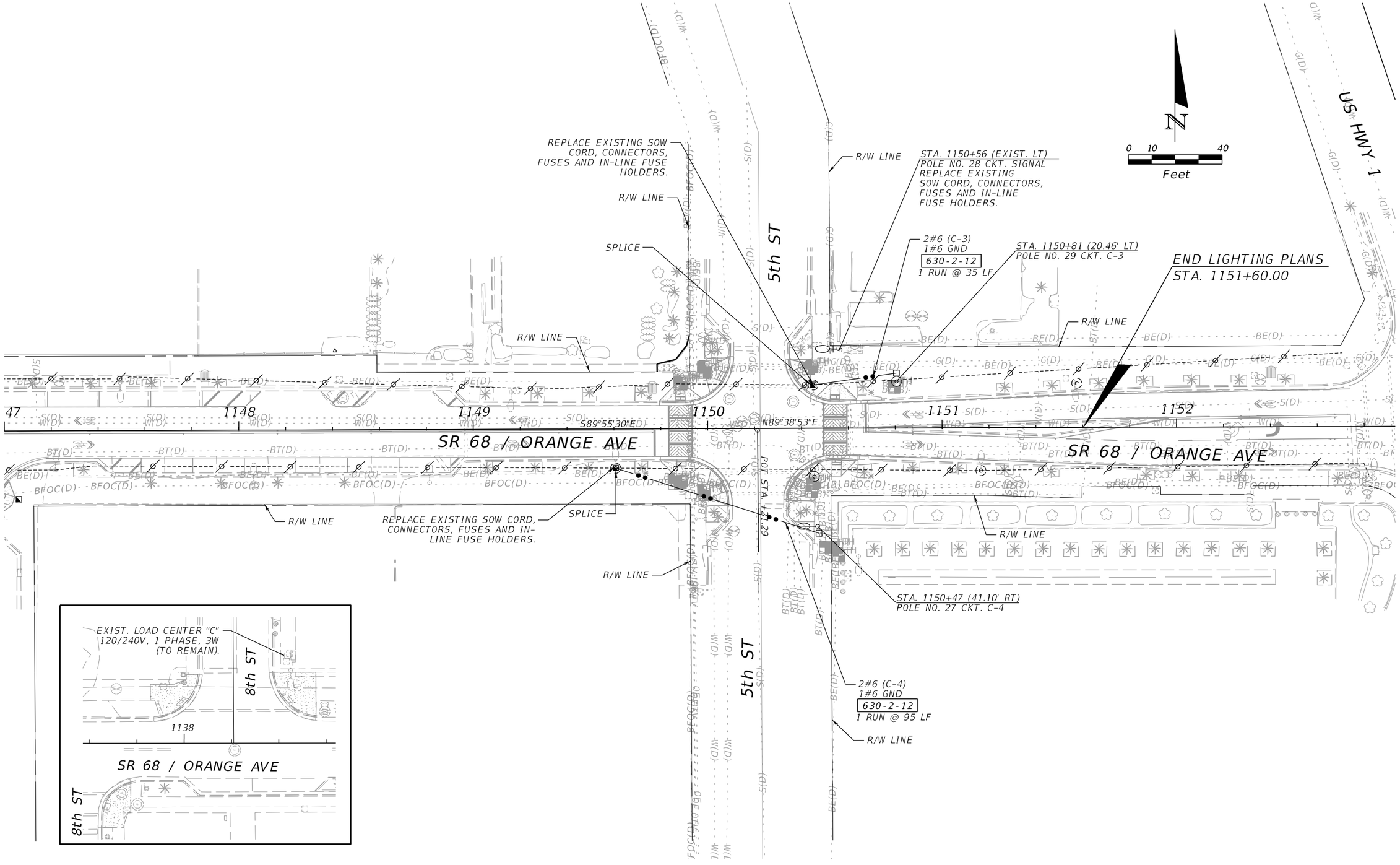
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	CHRISTOPHER W. TILLIT, P.E. LICENSE NUMBER 73059 PREMIERE LIGHTING & TRAFFIC, INC 2555 NW 102ND AVENUE, SUITE 214 DORAL, FLORIDA 33172	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LIGHTING PLAN	L-10
					SR 68	ST LUCIE	446169-1-52-01		



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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	CHRISTOPHER W. TILLIT, P.E. LICENSE NUMBER 73059 PREMIERE LIGHTING & TRAFFIC, INC 2555 NW 102ND AVENUE, SUITE 214 DORAL, FLORIDA 33172	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-11
					SR 68	ST LUCIE	446169-1-52-01		

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EXIST. LOAD CENTER "A"

120/240V, SINGLE PHASE, 3W

2P-150A MAIN CIRCUIT BREAKER

(PER FPID NO. 411441-1-52-01)

CKT NO.	EXIST LOAD (B)	PROP LOAD (B)	EXIST. CIRCUIT BREAKER
A-1	7.18	7.18	2P-30A
A-2	7.18	7.18	2P-30A
A-3	12.92	12.92	2P-30A
A-4	12.92	12.92	2P-30A
A-5	12.92	10.69	2P-30A
A-6	12.92	10.69	2P-30A
A-7	5.74	5.74	2P-30A
A-8	5.74	5.74	2P-30A
SPARE			2P-30A
SPARE			2P-30A
SPACE			
SPACE			
SPACE			
SPACE			
SPACE			

CONTINUOUS LOAD =	17.534	KVA
25% CONT. LOAD =	4.38	KVA
TOTAL LOAD =	21.92	KVA
	91.33	A

NOTE: NEW TOTAL LOAD DOES NOT EXCEED EXISTING LOAD.

EXIST. LOAD CENTER "B"

120/240V, SINGLE PHASE, 3W

2P-150A MAIN CIRCUIT BREAKER

(PER FPID NO. 411441-1-52-01)

CKT NO.	EXIST LOAD (B)	PROP LOAD (B)	EXIST. CIRCUIT BREAKER
B-1	11.48	11.48	2P-30A
B-2	15.79	15.79	2P-30A
B-3	15.79	13.97	2P-30A
B-4	11.48	9.67	2P-30A
B-5	7.18	6.06	2P-30A
B-6	5.74	4.63	2P-30A
SPARE			2P-30A
SPARE			2P-30A
SPACE			
SPACE			
SPACE			
SPACE			
SPACE			

CONTINUOUS LOAD =	14.784	KVA
25% CONT. LOAD =	3.70	KVA
TOTAL LOAD =	18.48	KVA
	77.00	A

NOTE: NEW TOTAL LOAD DOES NOT EXCEED EXISTING LOAD.

EXIST. LOAD CENTER "C"

120/240V, SINGLE PHASE, 3W

2P-200A MAIN CIRCUIT BREAKER

CKT NO.	EXIST LOAD (B)	PROP LOAD (B)	EXIST. CIRCUIT BREAKER
SPARE			2P-20A
C-1	9.91	9.88	2P-20A
C-2	6.67	7.66	2P-35A
C-3	7.11	7.90	2P-35A
SPARE			2P-35A
C-4	7.11	7.86	2P-35A

CONTINUOUS LOAD =	7.992	KVA
25% CONT. LOAD =	2.00	KVA
TOTAL LOAD =	9.99	KVA
	41.63	A

EXIST. LOAD CENTER "A2"

120V, SINGLE PHASE, 3W

1P-50A MCB

(PER FPID NO. 413846-1-52-01)

CKT NO.	EXIST LOAD (B)	PROP LOAD (B)	EXIST. CIRCUIT BREAKER
A2-1	13.00	11.47	1P-20A
A2-2	17.33	17.33	1P-30A
SPACE			
SPACE			

CONTINUOUS LOAD =	3.456	KVA
25% CONT. LOAD =	0.86	KVA
TOTAL LOAD =	4.32	KVA
	36.00	A

NOTE: NEW TOTAL LOAD DOES NOT EXCEED EXISTING LOAD.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
CHRISTOPHER W. TILLIT, P.E.
LICENSE NUMBER 73059
PREMIERE LIGHTING & TRAFFIC, INC
2555 NW 102ND AVENUE, SUITE 214
DORAL, FLORIDA 33172

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

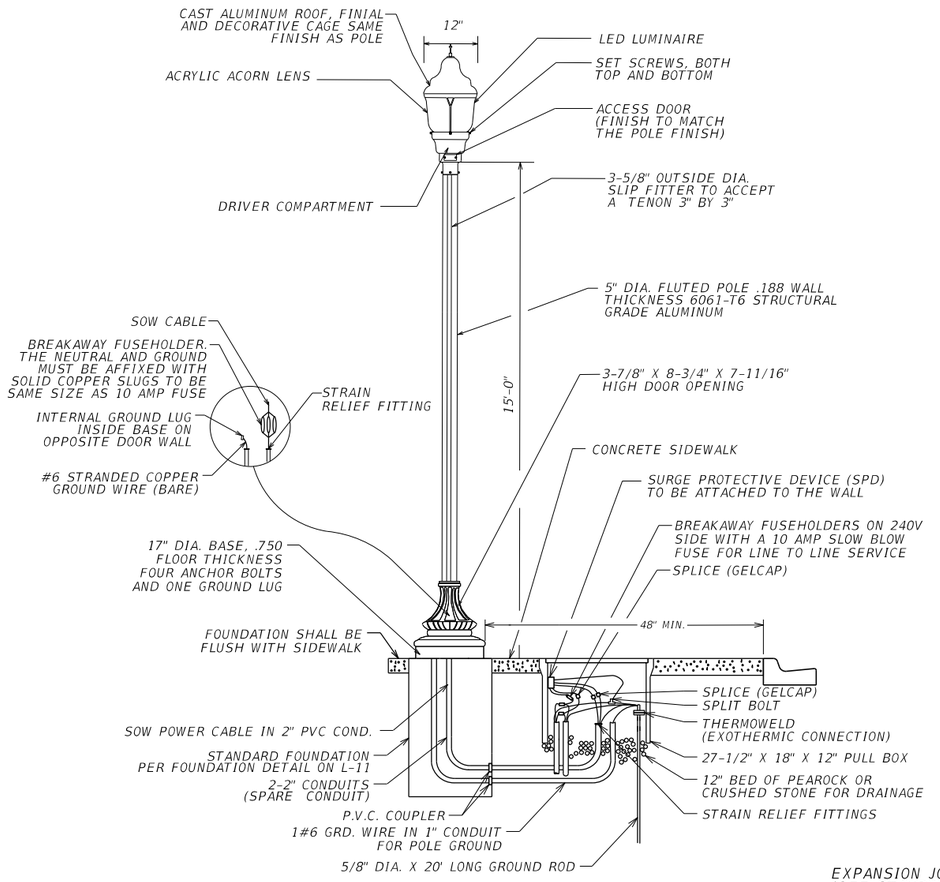
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 68	ST LUCIE	446169-1-52-01

SERVICE POINT DETAILS

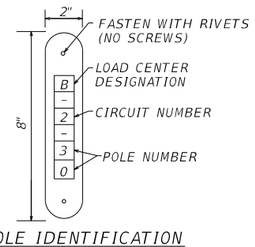
SHEET NO.

L-12

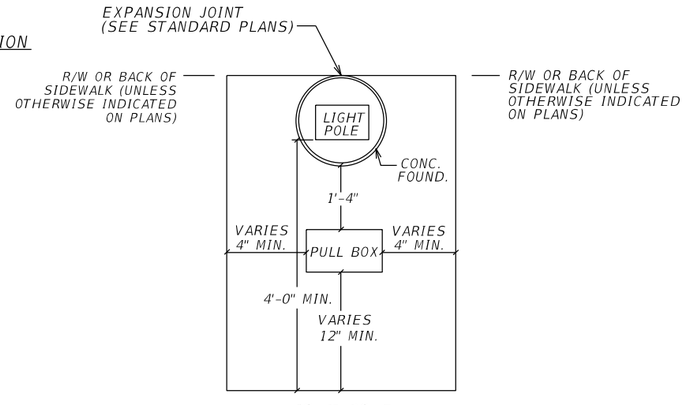
LIGHTING POLE DETAIL
3-WIRE SYSTEM



NEW POLE TOP MOUNTED DETAIL FOR SIDEWALK INSTALLATION
NTS
BID ITEM 715-516-115



POLE IDENTIFICATION TAG DETAIL



LIGHT POLE INSTALLATION DETAIL ON SIDEWALK
(N.T.S)

GENERAL DESCRIPTION

LUMINAIRE

THE LUMINAIRE SHALL BE LED FOR NEW 15 FOOT POLES, TOP MOUNTED, MODERN STYLE, VERDI GREEN COLOR, MATCHING POLE.

POLE

A) POLE SHAFT SHALL BE ROUND TAPERED FLUTED ALUMINUM CONSTRUCTED OF SEAMLESS EXTRUDED TUBE OF .188 WALL THICKNESS 6061-T6 STRUCTURAL GRADE ALUMINUM. POLE SHAFT SHALL BE PROVIDED WITH AN ACCESS HANDHOLE IN LINE WITH DECORATIVE BASE ACCESS DOOR. HANDHOLE SHALL BE 3" X 5" REINFORCED WITH A CAST FRAME. SHAFT SHALL BE 5" DIA. AT THE BASE.

B) POLE BASE SHALL BE A 17" DIA. WITH .750 FLOOR THICKNESS FOUR ANCHOR BOLTS AND ONE GROUND LUG.

C) POLE BASE FLANGE SHALL BE ONE PIECE CAST SOCKET OF ALUMINUM ALLOY D172.2 PER ASTM B26 PERMANENTLY WELDED TO THE SHAFT AND THE DECORATIVE BASE.

D) ALL WELDING SHALL BE INERT GAS SHIELDED METAL ARC METHOD WITH CONSUMABLE ELECTRODE OF 4043 ALUMINUM ALLOY AND IN ACCORDANCE WITH AWS SPECIFICATION DI.2. STRUCTURAL WELDING CODE-ALUMINUM.

E) POLE (INCLUDING BASE AND SHAFT) FITTERS SHALL BE CHEMICALLY CLEANED AND ETCHED IN A MILD BASIC SOLUTION. NEUTRALIZED IN A MILD ACID SOLUTION RINSED IN CLEAR WATER AND ALLOWED TO DRY THOROUGHLY. FINALLY A FINISH COAT OF TGIC POLYESTER THERMOSET POWDER SHALL BE ELECTROSTATICALLY APPLIED, OVEN CURED AT 400 DEGREES F TO MINIMUM DRY FILM THICKNESS OF 2.0 MILS. COLOR SHALL BE VERDI GREEN TEXTURED FINISH.

F) POLE DESIGN AND COLOR SHALL MATCH EXISTING TOP MOUNTED LIGHT POLE ALONG PROJECT.

POLE CABLE DISTRIBUTION SYSTEM SHALL BE ASSEMBLED BY FACTORY AND BE A UL SUBMERSIBLE SYSTEM.

SHOP DRAWINGS

PROVIDE SIGNED AND SEALED STRUCTURAL PLANS AND CALCULATIONS FOR THE ENTIRE DECORATIVE LIGHTING SYSTEM, INCLUDING THE CONNECTIONS AND FOUNDATION DESIGN (LUMINAIRE-TO-ARM, ARM-TO-UPRIGHT, AND UPRIGHT-TO-FOUNDATION CONNECTIONS). PROVIDE PLANS AND CALCULATIONS SIGNED AND SEALED BY A FLORIDA-LICENSED PROFESSIONAL ENGINEER WHICH DEMONSTRATE THAT THE DECORATIVE LIGHT POLE ASSEMBLIES HAVE BEEN DESIGNED IN ACCORDANCE WITH THE LATEST VERSION OF AASHTO LRFDLTS AS MODIFIED BY THE PROVISIONS OF THE FDOT STRUCTURES MANUAL VOLUME 3.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
CHRISTOPHER W. TILLIT, P.E.
LICENSE NUMBER 73059
PREMIERE LIGHTING & TRAFFIC, INC
2555 NW 102ND AVENUE, SUITE 214
DORAL, FLORIDA 33172

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 68	ST LUCIE	446169-1-52-01

LIGHT POLE DETAIL

SHEET NO.
L-13

2/15/2023 6:53:27 PM premi
W:\FDOT\4461691520\Lighting\LIDTLT01.dgn

NOTE TO REVIEWER: STRUCTURAL EOR TO PROVIDE FOUNDATION DETAIL.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			FOUNDATION DETAIL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	SOHEILA SADOUGH, P.E. P.E. LICENSE NUMBER 44130 ASA CONSULTANTS, INC. 510 SHOTGUN ROAD, SUITE 402 SUNRISE, FL. 33326	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-14
					SR 68	ST LUCIE	446169-1-52-01		

2/15/2023 6:53:27 PM preni
W:\FDOT\446169152O1\Lighting\SPOTLT01.dgn

SECTION NO.: **94070000**
FM No.(s): **446169-1-52-01**
COUNTY: **St. Lucie**
S.R. No.: **68**

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.

2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.

3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair

2. The location of the repair

3. The nature of the repair

4. The materials to be used for the repair

5. The methods to be used for the repair

Interoffice Memorandum

FROM THE OFFICE OF THE

City Engineer

TO: **Sandy Steele, City Clerk**

FROM: Hector P. Arias, P.E., City Engineer

SUBJECT: **SR 68 - Angle Road to 13th Street**
Executed Lighting Agreement

DATE: May 10, 2005

Attached for you files is the executed Roadway Lighting System Maintenance Agreement.

TST/HPA/tst

Attachment

Florida Department of Transportation

JEB BUSH
GOVERNOR

JOSE ABREU
SECRETARY

May 5, 2005

Mr. Hector Arias
City Engineer
City of Fort Pierce
City Hall
100 North US 1 – PO Box 1480
Ft. Pierce, FL 34954-1480

RECEIVED
[illegible]
CITY OF FT. PIERCE
ENGINEERING DEPARTMENT

Dear Mr. Arias:

Re: EXECUTED LIGHTING AGREEMENT

State Road No.:	68 (Orange Avenue)
State Project No.:	N/A
Financial Project No.:	411441-1-52-01
F.A.P. No.:	N/A
County:	St. Lucie
Description:	SR 68 (Orange Avenue) Angle Road to 13th Street

Enclosed is an originally executed Roadway Lighting System Maintenance Agreement for your use and file.

As you know the City of Ft. Pierce is responsible for energy costs and maintenance once the system is accepted from the DOT Contractor.

Thank you for your cooperation in this matter.

Sincerely,

Anne V. Endsley
Utility Coordinator

AVE:bss
Enclosure

cc: Bernard Freeman, Design; Chris Jackson, Project Manager; Asem Al-Turk, Operations Engineer; Pete Nissen, District Maintenance Engineer; Bill Hester, FPL; Bonnie Swierski; Robert Gomez, Washington Group International; File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ROADWAY LIGHTING SYSTEM MAINTENANCE AGREEMENT

Form No. 710-010-52
Utilities
10/04

Financial Project ID: 411441-1-52-01	**Federal Project ID: N/A**
County: St. Lucie	**State Road No.: 68**
District Document No:	
Utility Agency/Owner (UAO): City of Ft. Pierce	

THIS AGREEMENT, entered into this 5th day of May, year of 2005, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**@ and **City of Ft. Pierce**, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, there exists or is about to be installed on the state highway system a lighting system more particularly described in Exhibit A attached hereto, and by this reference made a part hereof, hereinafter referred to as the Roadway Lighting System; and;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of the Roadway Lighting System

a. The **MAINTAINING AGENCY** shall, at its sole cost and expense, maintain the Roadway Lighting System throughout its expected useful life.

b. In maintaining the Roadway Lighting System, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Roadway Lighting System fully and properly functioning at all times for its normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Roadway Lighting System (including the poles and any and all other component parts installed as part of the Roadway Lighting System), and the locating of facilities as may be necessary.

c. All maintenance shall be in accordance with the provisions of the following:

(1) Roadway and Roadside Maintenance Procedure, Topic No. 850-000-015;

(2) Manual of Uniform Traffic Control Devices and Safe Procedures for Streets and Highway Construction; and

(3) All other applicable local, state or Federal laws, rules resolution, or ordinances and **FDOT** procedures.

2. Operating Costs

In addition to the costs of maintaining the Roadway Lighting System, the **MAINTAINING AGENCY** shall be responsible for all costs of operating the Roadway Lighting System, including, but not limited to, all costs of electrical power consumed by the Roadway Lighting System and all other electrical charges.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed and costs expended pursuant to this Agreement. The records shall be kept in such format as is approved by the **FDOT**. All such records shall be deemed to be public records subject to the provisions of Chapter 119, Florida Statutes.

4. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

a. Pursue a claim for damages suffered by the **FDOT** or the public.

b. Suspend the issuance of further permits to the **MAINTAINING AGENCY** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.

c. Pursue any other remedies legally available.

d. Perform any work with its own forces or through contractors and seek repayment for the cost thereof from the **MAINTAINING AGENCY**.

e. Require the **MAINTAINING AGENCY** to remove the Roadway Lighting System at the **MAINTAINING AGENCY's** sole cost and expense.

5. Indemnification

FOR GOVERNMENT MAINTAINING AGENCY:

To the extent provided by law, the **MAINTAINING AGENCY** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **MAINTAINING AGENCY**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **MAINTAINING AGENCY**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **MAINTAINING AGENCY** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **MAINTAINING AGENCY**. The **MAINTAINING AGENCY** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **MAINTAINING AGENCY** in the defense of the claim or to require the **MAINTAINING AGENCY** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **MAINTAINING AGENCY** of a claim shall not release the **MAINTAINING AGENCY** from any of the requirements of this section. The **FDOT** and the **MAINTAINING AGENCY** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT MAINTAINING AGENCY:

The **MAINTAINING AGENCY** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **MAINTAINING AGENCY**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **MAINTAINING AGENCY**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **MAINTAINING AGENCY's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **MAINTAINING AGENCY** of the **FDOT's** notice of claim for indemnification to the **MAINTAINING AGENCY**. The notice of claim for indemnification shall be served by certified mail. The **MAINTAINING AGENCY's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **MAINTAINING AGENCY's** inability to evaluate liability or because the **MAINTAINING AGENCY** evaluates liability and determines the **MAINTAINING AGENCY** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **MAINTAINING AGENCY**. The **MAINTAINING AGENCY** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **MAINTAINING AGENCY** of a claim shall not release the **MAINTAINING AGENCY** of the above duty to defend.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

a. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **MAINTAINING AGENCY** and the **FDOT** may have entered into joint agreements for Utility Work to be performed by **FDOT's** highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of **FDOT** manuals, policies, and procedures will be provided to the **MAINTAINING AGENCY** upon request.

b. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.

c. Time is of the essence in the performance of all obligations under this Agreement.

d. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five

business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **MAINTAINING AGENCY**:
Mr. Hector P. Arias, PE, City Engineer, 772-460-2200, (fax: 772-460-6847)
100 North US 1, PO Box 1480
Fort Pierce, FL 34954

If to the **FDOT**
Mr. Asem Al-Turk, PE, Ft Pierce Operations Engineer, 772-465-7396 (fax: 772-498-7120)
3601 Oleander Avenue
Fort Pierce, FL 34982-1456

e. **PUBLIC ENTITY CRIME INFORMATION STATEMENT**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

f. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

☑ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.

☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

ROADWAY LIGHTING SYSTEM MAINTENANCE AGREEMENT

Form No. 710-010-52
Utilities
10/04

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY DATE: 4-13-05

BY: (Signature) _____

(Typed Name: _____) Robert J. Benton, III, Mayor

APPROVED AS TO FORM AND CORRECTNESS

_____ 4/6/05
City Attorney

Recommend Approval by the District Utility Office DATE: 4/29/05

BY: (Signature) _____

(Typed Name: _____)

FDOT Legal Review

BY: (Signature) _____ DATE: 5/2/2005

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ DATE: 5/3/2005

(Typed Name: _____) Roseilyn Quiroz

(Typed Title: _____) Director of Transportation Support

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ DATE: _____

(Typed Name: _____)

(Typed Title: _____)

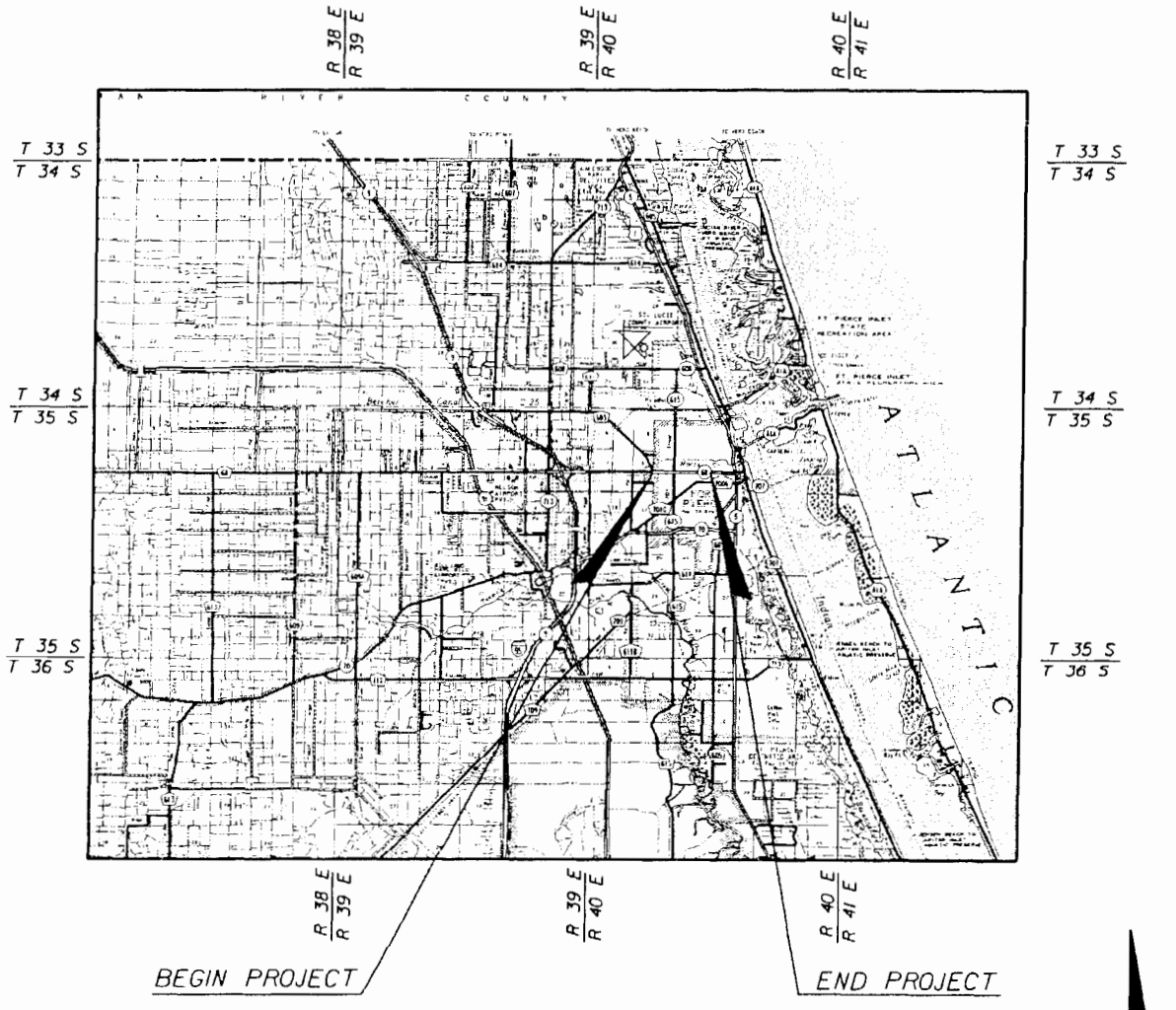
FM NO.(s):	**411441-1-52-01**
COUNTY:	**St. Lucie**
S.R. NO.:	**68**

EXHIBIT A

I. PROJECT LOCATION:

State Road 68 from Angle Road Street (M.P. 19.614) to 13th Street (M.P. 20.816)
Located in the City of Fort Pierce, St. Lucie County

II. PROJECT LOCATION MAP:



LOCATION MAP

SR 68

FM NO.(s): **411441-1-52-01**
COUNTY: **St. Lucie**
S.R. NO.: **68**

EXHIBIT B

PROJECT PLANS

The Department agrees to install the Project with a contractor in accordance with the plans and specifications attached hereto and incorporated herein.

The proposed lighting improvements include the replacement of the existing lighting system with a new system supplied by underground conduits. The 101 proposed new poles will be painted verde green and are located as shown in the plans.

Please see attached plans prepared by McMahon Associates, Inc. as a subconsultant to Washington Group International, Inc.

Dated: 3/21/05.

RESOLUTION NO. 05-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING EXECUTION OF A **HIGHWAY LIGHTING AGREEMENT** WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE ADJUSTMENT, RELOCATION AND/OR INSTALLATION OF A CERTAIN LIGHTING SYSTEM WITHIN THE RIGHT-OF-WAY LIMITS OF STATE ROAD 68/ORANGE AVENUE FROM ANGLE ROAD TO 13TH STREET, 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 State of Florida Department of Transportation has located and proposes to construct or reconstruct a part of a Highway Lighting System located on State Road 68 Orange Avenue; and

WHEREAS, the State of Florida Department of Transportation having requested the City of Fort Pierce, Florida to execute and deliver to the State of Florida Department of Transportation a Roadway Lighting System Maintenance Agreement, providing for joint responsibilities of the Department and the City, and said request having been duly considered.

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 shall enter into said agreement with the Department of Transportation of the State of Florida.

2. That a copy of said agreement shall be attached to this resolution.

3. That the Mayor, City Clerk and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

4. This Resolution be forwarded to the State of Florida Department of Transportation at Tallahassee, Florida.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 18th day of April, 2005.

MAYOR COMMISSIONER

ATTEST:

CITY CLERK

(CITY SEAL)

STATE OF FLORIDA
ST. LUCIE COUNTY
CITY OF FORT PIERCE

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE.

CITY CLERK

BY _____
DEPUTY CLERK

DATE 4-19-05
(CITY SEAL)

City Commission Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 03/20/2023

Re: Request approval of Florida Shared-Use Nonmotorized Trail Grant Agreement for the Highwaymen Trail Gap Segment

---

SUBJECT:

Resolution 23-R27 approving contract agreement between Florida Department of Transportation and the City of Fort Pierce for the construction of a concrete trail, as a segment of the Florida SUN Trail, along the edge of the Indian Hills Golf Course beginning at Indian Hills Drive and ending at Georgia Avenue which has been fully funded through the grant.

SUMMARY:

This agreement and supporting resolution, is for the construction of a concrete path along the edge of the Indian Hills Golf Course to ultimately be part of the East Coast Greenways Trail System. The agreement is a result of a grant application made by St. Lucie County and funded 100% by FDOT for a total of $1,200,000, through the Shared-Use Nonmotorized Trail Network Agreement (SUN Trail).

Construction will provide a 12' wide concrete path from Indian Hills Drive running north to Georgia Avenue. The length of the proposed section is approximately 1.4 miles.

RECOMMENDATION:

Engineering recommends approval of contract

ALTERNATIVES:

Reject agreement and forfeit funds.

RESPONSIBLE STAFF:

City Engineer

COORDINATED WITH:

Golf Course Manager

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	2023
Account:	N/A
Amount:	N/A
FISCAL IMPACT:	

Grant amount for construction totals $1,200,000. Funds are 100% provided by FDOT - Florida Shared-Use Nonmotorized Trail Grant Agreement.

Attachments

Construction Contract
Resolution
Design Plans

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/14/2023 10:17 AM
Finance Department	Johnna Morris	03/14/2023 10:17 AM
City Manager	Nick Mimms	03/15/2023 10:45 AM
Form Started By: John Andrews		Started On: 03/06/2023 04:02 PM
Final Approval Date: 03/15/2023		

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Financial Project No:440034-2-54-01	**Contract No. _____**	**Vendor No.: VF596000322013**	**CSFA No. and Title:** 55.038 Florida Shared-Use Nonmotorized (SUN) Trail Network Program

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation, ("Department"), and City of Fort Pierce, 100 North U.S. 1, Fort Pierce, FL 34950, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.

B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.

C. The purpose of this Agreement is to provide for the Department's participation in the SUN Trail network from IndianHills Drive to Georgia Avenue shared use path project, as further described in **Exhibit "A", Scope of Services** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.

D. The Recipient by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof as **Exhibit "E"**, **Recipient Resolution**, authorizes the proper officials 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. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 1, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the _____ day of

_____N/A_____, 20____ or within _____ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. **Project Cost:**

    a. The estimated total cost of the Project is $1,200,000. This amount is based upon the schedule of funding in **Exhibit "B", Method of Compensation**. The schedule of funding may be modified by mutual agreement of the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $1,200,000 and as more fully described in **Exhibit "B", Method of Compensation**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. **Compensation and Payment:**

    a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Scope of Services in **Exhibit "A**", and as set forth in the Method of Compensation in **Exhibit "B"**.

b. The Recipient 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 Project, identified as Financial Project Number 440034-2-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.

c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.

g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient 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.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. 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 years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient'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.

i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has 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 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 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by November 1, 2023, the Department may, at its discretion, terminate this Agreement.

c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.

d. In the event the cost of the Project is greater than $1,200,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.

e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds,

including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. 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 who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.

c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, _____N/A_____, at (___) ___-_____ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.

f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should

indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

__ WIBET HAY, OFFICE OF MODAL DEVELOPMENT
__ 3400 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33309
PHONE:_____954-777-4573
FAX: _____ 954-677-7892
EMAIL: ___WIBET.HAY@DOT.STATE.FL.US

RECIPIENT:

__JACK ANDREWS, PE, CITY ENGINEER
__CITY OF FORT PIERCE
__100 NORTH U.S. 1
__FORT PIERCE, FL 34950
PHONE: ____772-467-3773
FAX: _____772-460-6847
EMAIL: ___JANDREWS@CITY-FTPIERCE.COM

b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

> "To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's 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 the contractor/consultant

and persons employed or utilized by the contractor/consultant in the 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 State of Florida and the Recipient's sovereign immunity."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with

the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

j. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. 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.

k. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

l. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

m. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

a. Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.

b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

Exhibit A: Scope of Services
Exhibit B: Method of Compensation
Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audi Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction
Exhibit G: Maintenance Memorandum of Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT: CITY OF FORT PIERCE	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By:_____	By:_____
Name: Linda Hudson	Name:
Title: Mayor	Title:
	Title:
	Legal Review:
	_____

EXHIBIT A
SCOPE OF SERVICES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Agreement between the State of Florida, Department of Transportation and the City of Fort Pierce.

Project Description: Design of the recommended alternative shared use path along the SUN Trail network from Indian Hills Drive to Georgia Avenue per the Historic Highwayman Trail Gap Final Feasibility Study.

The following special requirements and conditions shall apply:

- Submittal of Design Plans
- Monthly or quarterly progress reports
- FDOT Design Manual, Chapter 224 Shared Use Paths
- Florida Statute Section 339.81
- Allocation of TLWR funds will not include the development of amenities associated with trail projects, including but not limited to the following elements: Benches, trail furniture or seating areas; Bicycle racks, air stations or lockers; Buildings, restrooms, wayside structures or overlooks, shelters or picnic pavilions; Kiosks (regulatory and safety signage permitted); Landscaping (trail stabilization permitted); Litter or recycle receptacles, and doggie bag dispensers; Parking areas or trailheads; Playgrounds, fitness equipment or structures; Promotional, marketing or educational materials; Sculptures, fountains or art; and Water fountains, splash zones, water features, spigots, showers, or irrigation equipment.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT B

Method of Compensation

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
440034-2-54-01	STTF	22/23	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	$1,200,000	5

Total Award	$1,200,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID#_____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20___.

By: _____
Name: _____
Title: _____

_____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM
CSFA Number:	55.038
***Award Amount:**	$1,200,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. 23-R___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT'S PARTICIPATION IN THE CONSTRUCTION OF THE SHARED USE PATH ALONG THE SUN TRAIL NETWORK FROM **INDIAN HILLS DRIVE TO GEORGIA AVENUE** PER THE HISTORIC HIGHWAYMAN TRAIL GAP FINAL FEASIBILITY STUDY/DESIGN 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, this Agreement is in the interest of both the City of Fort Pierce and the Florida Department of Transportation enabling the Department's participation in the construction of the recommended shared use path along the SUN Trail network;

WHEREAS, the Florida Department of Transportation will provide funding for the construction, determining it would be more practical, expeditious, and economical for the City of Fort Pierce to perform the project.

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 Florida Shared-Use Nonmotorized Trail Network Agreement with the Florida Department of Transportation for the mutual benefits to be derived form joint participation on the project

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 ___ day of _____, 2023.

_____
LINDA HUDSON, MAYOR

Attest:

_____
LINDA COX, CITY CLERK

(CITY SEAL)

Approved as to Form and Correctness:

_____
TANYA EARLY, CITY ATTORNEY

CONSTRUCTION PLANS *FOR*
HIGHWAYMAN TRAIL - MULTI-USE PATH

FORT PIERCE, FLORIDA

HIGHWAYMAN TRAIL - MULTI-USE PATH 26OCTOBER2022 20-427

LOCATION MAP

VICINITY MAP

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	SUMMARY OF PAY ITEMS
3	GENERAL NOTES
4	OVERALL PLAN & KEY SHEET
5	PAVING GRADING & DRAINAGE PLAN
6	PAVING GRADING & DRAINAGE PLAN
7	PAVING GRADING & DRAINAGE PLAN
8	PAVING GRADING & DRAINAGE PLAN
9	PAVING GRADING & DRAINAGE PLAN
10	PAVING GRADING & DRAINAGE PLAN
11	PAVING GRADING & DRAINAGE PLAN
12	PAVING GRADING & DRAINAGE PLAN
13	PAVING GRADING & DRAINAGE PLAN
14	PAVING GRADING & DRAINAGE PLAN
15	PAVING GRADING & DRAINAGE PLAN
16	PAVING GRADING & DRAINAGE PLAN
17	PGD DETAILS

ENGINEERS & SURVEYORS
• www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-340-4990
• 772-462-2455

R.J. KENNEDY, P.E. (DATE)
#56218
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

Z:\EDC-2020\20-427 - City of Fort Pierce - Highwayman Trail\ENGINEERING\AutoCAD\DWGs\20-427 Highwayman Trail R6.dwg

HIGHWAYMAN TRAIL - MUTLI-USE PATH

PROJECT: Highwayman Trail
CLIENT: City of Fort Pierce
Monday, January 23, 2023

OPINION OF PROBABLE CONSTRUCTION COSTS

		DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT PRICE	PROJECT COST
		EARTHWORK/ROADWAY/FENCING				
1		MOBILIZATION	LS	1		$ -
2		SILT FENCE INSTALLATION	LF	14,434		$ -
3	0110 4 10	REMOVAL OF EXISTING CONCRETE/ASPHALT	SY	852		$ -
4	0110 1 1	CLEARING AND GRUBBING	AC	3		$ -
5	0160 4	TYPE B STABILIZATION	SY	8,934		$ -
6	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	9,315		$ -
7	0522 1	4" CONCRETE SIDEWALK (CART PATH)	SY	165		$ -
8	0120 6	EMBANKMENT	CY	6,765		$ -
9	400	CONC. CLASS II, RETAINING WALL (STRUCTURAL ENGINEER REQUIRED FOR PROPER ESTIMATE)	CY	250		$ -
10	0519 78	BOLLARDS	EA	12		$ -
11		RELOCATION OF ROPE FENCE (WOOD 4X4 @ $18.00 EA, 1/2 " WHITE ROPE @ $17/LF) 737 LF TOTAL	LS	1		$ -
12		MULTI-USE PEDESTRIAN BRIDGE (ESTIMATED PRICE FROM LOCAL CONTRACTORS)	LS	1		$ -
		SUBTOTAL				**$ -**
		DRAINAGE				
13	430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	29		$ -
14	430175115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15" S/CD	LF	8		$ -
15	0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	1		$ -
16	430991	MITERED END SECT, REPLACE SLAB	EA	1		$ -
		SUBTOTAL				**$ -**
		SIGNAGE				
17	0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	5		$ -
		SUBTOTAL				**$ -**
		STRIPING				
18	0711 14123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	LF	125.00		$ -
19	0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	60.00		$ -
		SUBTOTAL				**$ -**
		LANDSCAPE/IRRIGATION				
20	0570 1 2	PERFORMANCE TURF, SOD	SY	13,142		$ -
		SUBTOTAL				**$ -**
		LIGHTING/POWER				
21	102109	GUY WIRE FOR WOOD OR CONCRETE POLE, FURN	EA	4		$ -

ENGINEERS & SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
• 772-462-2455
• www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 6935
L.B. CERTIFICATE OF AUTHORIZATION 8008

DRF DESIGNED BY
DRF DRAWN BY
20-427 highwayman trail ut1.dwg FILENAME
2-SUMMARY OF PAY ITEMS LAYOUT
AS SHOWN SCALE
20CCTOBER2022 DATE
REVISION COMMENTS
DATE #

HIGHWAYMAN TRAIL - MULTI-USE PATH
SUMMARY OF PAY ITEMS
FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

20-427

GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE REFERENCING THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

2. ALL DRAINAGE INFRASTRUCTURE IS TO REMAIN UNLESS OTHERWISE NOTED.

3. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.

4. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

5. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY SELENA GRIFFETT WITH THE CITY OF FORT PIERCE, WITHOUT DELAY, BY TELEPHONE (772) 567-3780.

6. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW IN TWO BUSINESS DAYS (OR 10 DAYS IF ON THE JOB SITE)

COMPANY	CONTACT	TEL. NO.
FPUA WATER/WASTEWATER	LUGEY DAWSON	(772) 466-3428
FPUA ELECTRIC	CRAIG CRAWFORD	(772) 466-6757
FPUA GAS	CRAIG CRAWFORD	(772) 466-6757
AT&T	LUKE FOLKERTS	(407) 496-6041
COMCAST CABLE	XFINITY	(800) 432-4770
FPL	TRACY STERN	(800) 858-9554

7. THE CONTRACTOR SHALL FURNISH THE ENGINEER, PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, HAY, STRAW AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.

8. ALL SYNTHETIC BALES AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT AND WHEN APPROVED BY THE NPDES INSPECTOR.

9. IF DEWATERING PERMIT IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR WILL BE REQUIRED TO OBTAIN A DEWATERING PERMIT OR WATER USE PERMIT AND ALLOW TIME FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND/OR FDEP TO REVIEW AND APPROVE THE PERMIT PRIOR TO THE CONSTRUCTION START DATE.

10. WORK HOURS ARE FROM 7:00 AM TO 5:00 PM MONDAY-FRIDAY. WORK WILL NOT BE ALLOWED ON WEEKENDS OR HOLIDAYS OBSERVED BY THE CITY OF FORT PIERCE. THE CONTRACTORS MUST RECEIVE WRITTEN PERMISSION FROM THE CITY AND PROVIDE AN APPROVED MOT PLAN BEFORE ANY LANE CLOSURES OCCUR. ANY PROPOSED LANE CLOSURES MUST BE COORDINATED WITH THE CITY OF FORT PIERCE.

11. ALL CURB RAMPS, DETECTABLE WARNINGS, HANDRAILS, DBI STEEL GRATES, SIDEWALKS, CONNECTIONS TO DRIVEWAYS, RAMP LANDINGS, ETC., ALL ARE TO BE IN COMPLIANCE WITH CURRENT AND FEDERAL ADA STANDARDS. ALSO, ADHERENCE TO ADA GUIDELINES REGARDING WHEELCHAIR ACCESSIBILITY. THE MAXIMUM CROSS SLOPE ON ALL SIDEWALKS IS 2% MAXIMUM SIDEWALK LONGITUDINAL SLOPE IS 5%.

12. THE CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT, AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION. ANY OFF-SITE STORAGE AREA REQUIRED BY THE CONTRACTOR WILL REQUIRE THE INDIVIDUAL PROPERTY OWNER'S WRITTEN APPROVAL, AS WELL AS THE CITY OF FORT PIERCE PROJECT MANAGERS APPROVAL (SELENA GRIFFETT, (772) 467-3780). A COPY OF THE APPROVAL MUST BE FORWARDED TO THE CITY OF FORT PIERCE.

13. EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLANS OR AS DIRECTED BY THE PROJECT ENGINEER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

14. THE CONTRACTORS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.

15. SIDEWALK MUST BE FREE OF OVERHEAD OBSTRUCTIONS PER SECTION 4.4.2 OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG.)

16. CONCRETE SIDEWALK IS TO MEET THE REQUIREMENTS OF SECTION 522 OF THE FDOT STANDARD SPECIFICATIONS.

17. EXISTING MAILBOXES THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS ARE TO BE RELOCATED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT INDEX 110-200. IF RELOCATED, MUST BE COORDINATED WITH POSTMASTER GENERAL.

18. CONTRACTOR SHALL USE EXTREME CAUTION AND COMPLY WITH ALL APPLICABLE OSHA REGULATIONS WHEN WORKING IN THE VACINITY OF OVERHEAD AND UNDERGROUND UTILITY LINES.

19. WHEN ENCOUNTERING OR EXPOSING ANY ABNORMAL CONDITION INDICATING THE PRESENCE OF A HAZARDOUS OR TOXIC WASTE, OR CONTAMINANTS, CEASE OPERATIONS IMMEDIATELY IN THE VICINITY AND NOTIFY THE CITY PROJECT MANAGER AT (772) 467-3780. THE PRESENCE OF TANKS OR BARRELS; DISCOLORED EARTH, METAL, WOOD, GROUND WATER. ETC.; VISIBLE FUMES; ABNORMAL ODORS; EXCESSIVELY HOT EARTH; SMOKE; OR OTHER CONDITIONS THAT APPEAR ABNORMAL MAY INDICATE HAZARDOUS OR TOXIC WASTES OR CONTAMINANTS AND MUST BE TREATED WITH EXTREME CAUTION. MAKE EVERY EFFORT TO MINIMIZE THE SPREAD OF CONTAMINATION INTO UNCONTAMINATED AREAS. IMMEDIATELY PROVIDE FOR THE HEALTH AND SAFETY OF ALL WORKERS AT THE JOB SITE AND MAKE PROVISION NECESSARY FOR THE HEALTH AND SAFETY OF THE PUBLIC THAT MAY BE EXPOSED TO ANY POTENTIALLY HAZARDOUS CONDITIONS. PROVISIONS SHALL MEET ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS OR CODES COVERING HAZARDOUS CONDITIONS AND WILL BE IN A MANNER COMMENSURATE WITH THE GRAVITY OF THE CONDITIONS. THE CITY ENGINEER AND/OR CONTRACTOR WILL COORDINATE AND MOBILIZE A QUALIFIED CONTAMINATION ASSESSMENT/REMEDIATION (CAR) CONTRACTOR. QUALIFICATIONS OF SUCH CAR CONTRACTOR SHALL INCLUDE, BUT NOT BE LIMITED TO: EXPERIENCE AND PERSONNEL TO PREPARE CONTAMINATION ASSESSMENT PLANS, CONDUCT CONTAMINATION ASSESSMENTS, PREPARE SITE ASSESSMENT REPORTS, REMEDIATION PLANS, IMPLEMENT REMEDIAL ACTION PLANS, RISK BASED CORRECTIVE ACTIONS, STORAGE TANKS SYSTEM REMOVAL, HIGHWAY SPILL RESPONSE AS WELL AS EXPERIENCE WITH INFRASTRUCTURE/CONSTRUCTION ACTIVITIES WITHIN (POTENTIALLY) CONTAMINATED AREAS SPECIFIC TO TRANSPORTATION SYSTEMS. ALL THE WORK PERFORMED BY THE CAR CONTRACTOR SHALL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING WORKER SAFETY AND ENVIRONMENTAL REGULATIONS. THIS IS TO INCLUDE OCCUPATIONAL EXPOSURE TO CONTAMINATED COILS, GROUNDWATER, WASTES AND ATMOSPHERE DURING THE CONSTRUCTION OF ALL FEATURES INCLUDED IN THE CONSTRUCTION PLAN. IN ADDITION, THE CAR CONTRACTOR MUST BE STAFFED WITH FLORIDA LICENSED TECHNICAL PROFESSIONALS (GEOLOGISTS AND ENGINEERS) WHO WILL BE INVOLVED WITH THE PROJECT AND KNOWLEDGEABLE OF THE WORK ACTIVITIES CONDUCTED WITHIN THE IDENTIFIED CONTAMINATED AREAS AND WHO WOULD SIGN AND SEAL PROJECT REPORTS AS REQUIRED FOR SUBMITTAL TO THE APPROPRIATE ENVIRONMENTAL REGULATORY AGENCIES. THE CITY ENGINEER WILL IMMEDIATELY NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT IV CONTAMINATION IMPACT COORDINATOR (DCIC) AT (954) 777-4286 AFTER ENCOUNTERING THE UNIDENTIFIED AREAS OF CONTAMINATION. PRELIMINARY INVESTIGATION BY THE CAR CONTRACTOR WILL DETERMINE THE COURSE OF ACTION NECESSARY FOR SITE SECURITY AND THE STEPS NECESSARY UNDER APPLICABLE LAWS, RULES AND REGULATIONS FOR ADDITIONAL ASSESSMENT AND/OR REMEDIATION WORK TO RESOLVE THE CONTAMINATION ISSUE.

20. EXISTING TREES TO REMAIN MUST BE PROTECTED IN ACCORDANCE WITH FDOT INDEX #542.

21. ALL AREAS DESIGNATED FOR PAVEMENT REMOVAL SHALL BE SAW-CUT AT THE LIMITS OF REMOVAL ADJACENT TO EXISTING PAVEMENT WHICH IS TO REMAIN.

22. GOVERNING SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" DATED 2022-2023.

23. CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS DATED 2022-2023.

24. EXISTING SECTION CORNERS AND ¼ 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 A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA. THE SURVEYOR AND MAPPER SHALL FILE UPDATED CERTIFIED CORNER RECORDS WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.

25. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.

26. ALL EXISTING DRAINAGE STRUCTURES WITHIN THE LIMITS OF CONSTRUCTION SHALL REMAIN UNLESS OTHERWISE NOTED. ALL STRUCTURES IDENTIFIED TO BE REMOVED SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR.

27. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THE CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN THAT NOW EXISTS.

28. ITEMS IN CONFLICT WITH CONSTRUCTION SUCH AS EXISTING DRAINAGE STRUCTURES, AND EXCESS EXCAVATIONS ARE TO BE REMOVED BY CONTRACTOR AND DISPOSED OF IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE AT THE CONTRACTOR'S EXPENSE UNLESS THE ITEMS ARE TO BE REUSED ON THE PROJECT.

29. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES, UNDERGROUND UTILITIES, OR NEAR CANAL BANKS.

30. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATELY ONLY; THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES AFTER IDENTIFICATION OF CONFLICT BY CONTRACTOR. CONTRACTOR SHALL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.

31. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556 OF FLORIDA STATUTES, UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY.

32. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.

33. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WIT THE APPLICABLE FDOT INDEX NUMBERS (102-XXX SERIES) AND THESE DOCUMENTS; THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S. DEPARTMENT OF TRANSPORTATION, FHWA), SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTILLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.

34. EROSION CONTROL MEASURES SHALL BE TAKEN BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION):

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 EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION).
C. ALL DAMAGED WORK SHALL BE RESTORED AT NO COST TO THE CITY.

35. ALL THERMOPLASTIC PAVEMENT STRIPING IS MEASURED FROM CENTER OF STRIPE TO CENTER OF STRIPE.

36. ALL WORK, INCLUDING HARMONIZATION, SHALL BE COMPLETED FROM AND WITHIN EXISTING CITY RIGHT-OF-WAY.

37. WHEN ENCOUNTERING OR EXPOSING ANY ABNORMAL CONDITION INDICATING THE PRESENCE OF A HAZARDOUS OR TOXIC WASTE, OR CONTAMINANTS, CEASE OPERATIONS IMMEDIATELY IN THE VICINITY AND NOTIFY THE CITY PROJECT MANAGER AT (772) 467-3780. THE PRESENCE OF TANKS OR BARRELS; DISCOLORED EARTH, METAL, WOOD, GROUND WATER. ETC.; VISIBLE FUMES; ABNORMAL ODORS; EXCESSIVELY HOT EARTH; SMOKE; OR OTHER CONDITIONS THAT APPEAR ABNORMAL MAY INDICATE HAZARDOUS OR TOXIC WASTES OR CONTAMINANTS AND MUST BE TREATED WITH EXTREME CAUTION.

38. MAKE EVERY EFFORT TO MINIMIZE THE SPREAD OF CONTAMINATION INTO UNCONTAMINATED AREAS. IMMEDIATELY PROVIDE FOR THE HEALTH AND SAFETY OF ALL WORKERS AT THE JOB SITE AND MAKE PROVISION NECESSARY FOR THE HEALTH AND SAFETY OF THE PUBLIC THAT MAY BE EXPOSED TO ANY POTENTIALLY HAZARDOUS CONDITIONS. PROVISIONS SHALL MEET ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS OR CODES COVERING HAZARDOUS CONDITIONS AND WILL BE IN A MANNER COMMENSURATE WITH THE GRAVITY OF THE CONDITIONS.

39. THE CITY ENGINEER AND/OR CONTRACTOR WILL COORDINATE AND MOBILIZE A QUALIFIED CONTAMINATION ASSESSMENT/REMEDIATION (CAR) CONTRACTOR. QUALIFICATIONS OF SUCH CAR CONTRACTOR SHALL INCLUDE, BUT NOT BE LIMITED TO: EXPERIENCE AND PERSONNEL TO PREPARE CONTAMINATION ASSESSMENT PLANS, CONDUCT CONTAMINATION ASSESSMENTS, PREPARE SITE ASSESSMENT REPORTS, REMEDIATION PLANS, IMPLEMENT REMEDIAL ACTION PLANS, RISK BASED CORRECTIVE ACTIONS, STORAGE TANKS SYSTEM REMOVAL, HIGHWAY SPILL RESPONSE AS WELL AS EXPERIENCE WITH INFRASTRUCTURE/CONSTRUCTION ACTIVITIES WITHIN (POTENTIALLY) CONTAMINATED AREAS SPECIFIC TO TRANSPORTATION SYSTEMS.

40. ALL THE WORK PERFORMED BY THE CART CONTRACTOR SHALL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING WORKER SAFETY AND ENVIRONMENTAL REGULATIONS. THIS IS TO INCLUDE OCCUPATIONAL EXPOSURE TO CONTAMINATED COILS, GROUNDWATER, WASTES AND ATMOSPHERE DURING THE CONSTRUCTION OF ALL FEATURES INCLUDED IN THE CONSTRUCTION PLAN. IN ADDITION, THE CAR CONTRACTOR MUST BE STAFFED WITH FLORIDA LICENSED TECHNICAL PROFESSIONALS (GEOLOGISTS AND ENGINEERS) WHO WILL BE INVOLVED WITH THE PROJECT AND KNOWLEDGEABLE OF THE WORK ACTIVITIES CONDUCTED WITHIN THE IDENTIFIED CONTAMINATED AREAS AND WHO WOULD SIGN AND SEAL PROJECT REPORTS AS REQUIRED FOR SUBMITTAL TO THE APPROPRIATE ENVIRONMENTAL REGULATORY AGENCIES.

41. THE CITY ENGINEER WILL IMMEDIATELY NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT IV CONTAMINATION IMPACT COORDINATOR (DCIC) AT (954) 777-4286 AFTER ENCOUNTERING THE UNIDENTIFIED AREAS OF CONTAMINATION. PRELIMINARY INVESTIGATION BY THE CAR CONTRACTOR WILL DETERMINE THE COURSE OF ACTION NECESSARY FOR SITE SECURITY AND THE STEPS NECESSARY UNDER APPLICABLE LAWS, RULES AND REGULATIONS FOR ADDITIONAL ASSESSMENT AND/OR REMEDIATION WORK TO RESOLVE THE CONTAMINATION ISSUE.

42. FOLLOWING COMPLETION OF THE PROJECT, THE CAR CONTRACTOR SHALL BE REQUIRED TO PROVIDE COPIES OF ALL REPORTS SUBMITTED TO REGULATORY AGENCIES, WASTE MATERIAL PROFILES, MANIFESTS AND/OR DISPOSAL RECEIPTS FOR THE HANDLING OF ALL CONTAMINATED MEDIA INCLUDING BUT NOT LIMITED TO GROUND WATER, WASTE WATER, SOILS, SOLID WASTES, SLUDGE, HAZARDOUS WASTES, AIR MONITORING RECORDS AD SAMPLE RESULTS FOR ALL MATERIALS TESTED AND ANALYZED TO THE CITY ENGINEER AND THE FDOT DCIC.

ENGINEERS ⊗ SURVEYORS
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SUITE 201
PORT ST. LUCIE, FL 34987
• 772-462-2455
• www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9535
L.B. CERTIFICATE OF AUTHORIZATION 8018

DRF DESIGNED BY
DRF DRAWN BY
DO NOT TYPE OVER PRINTED NAME IN SPACE PROVIDED
3 GENERAL NOTES
FILE NAME
10/7/24 ADDENDUM
ACKNOWLEDGED
DESCRIPTION
DATE

REVISION COMMENTS

HIGHWAYMAN TRAIL - MULTI-USE PATH

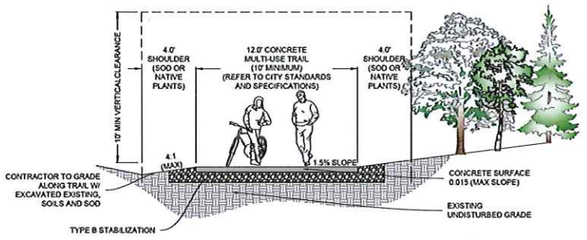
GENERAL NOTES

FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218

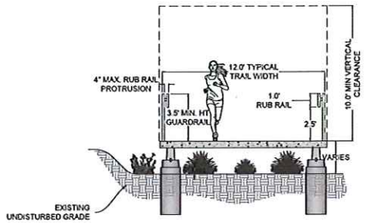
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

20-427



TYPICAL MULTI-USE TRAIL SECTION

SCALE: 1:5



TYPICAL BOARDWALK SECTION

SCALE: 1:5

NOTE:
1. CONTRACTOR AND CITY TO DETERMINE MATERIALS, COLOR, TYPE, ETC.
2. ANY STRUCTURAL CALCULATIONS AND DESIGN INFORMATION ARE THE RESPONSIBILITY OF THE CONTRACTOR.

(IN FEET)
1 inch = 200 ft.

TYPICAL BRIDGE SECTION

TYPICAL BRIDGE SECTION

TYPICAL BRIDGE SECTION

S. 3RD STREET

PARKWAY DRIVE

DULFOOD DRIVE

MOSES ROAD

GEORGIA AVE.

PRIVATE ROAD

HILLS COURT

INDIAN HILLS DRIVE

INDIAN HILLS GOLF COURSE

INDIAN HILLS GOLF COURSE CLUBHOUSE

INDIAN HILLS GOLF COURSE MAINTENANCE BUILDING

FLORIDA EAST COAST RAILWAY

5 6 7 8 9 10 11 12 13 14 15 16

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DMF DESIGNED BY
DMF DRAWN BY
20-427 Tollgate Trail FE.PRJ FILENAME
OVERALL PLANS & KEY SHEET
AS SHOWN SCALE
2/9/2021 DATE

REVISION COMMENTS

DATE

HIGHWAYMAN TRAIL - MULTI-USE PATH

OVERALL PLAN & KEY SHEET

FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218

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• 772-462-2455

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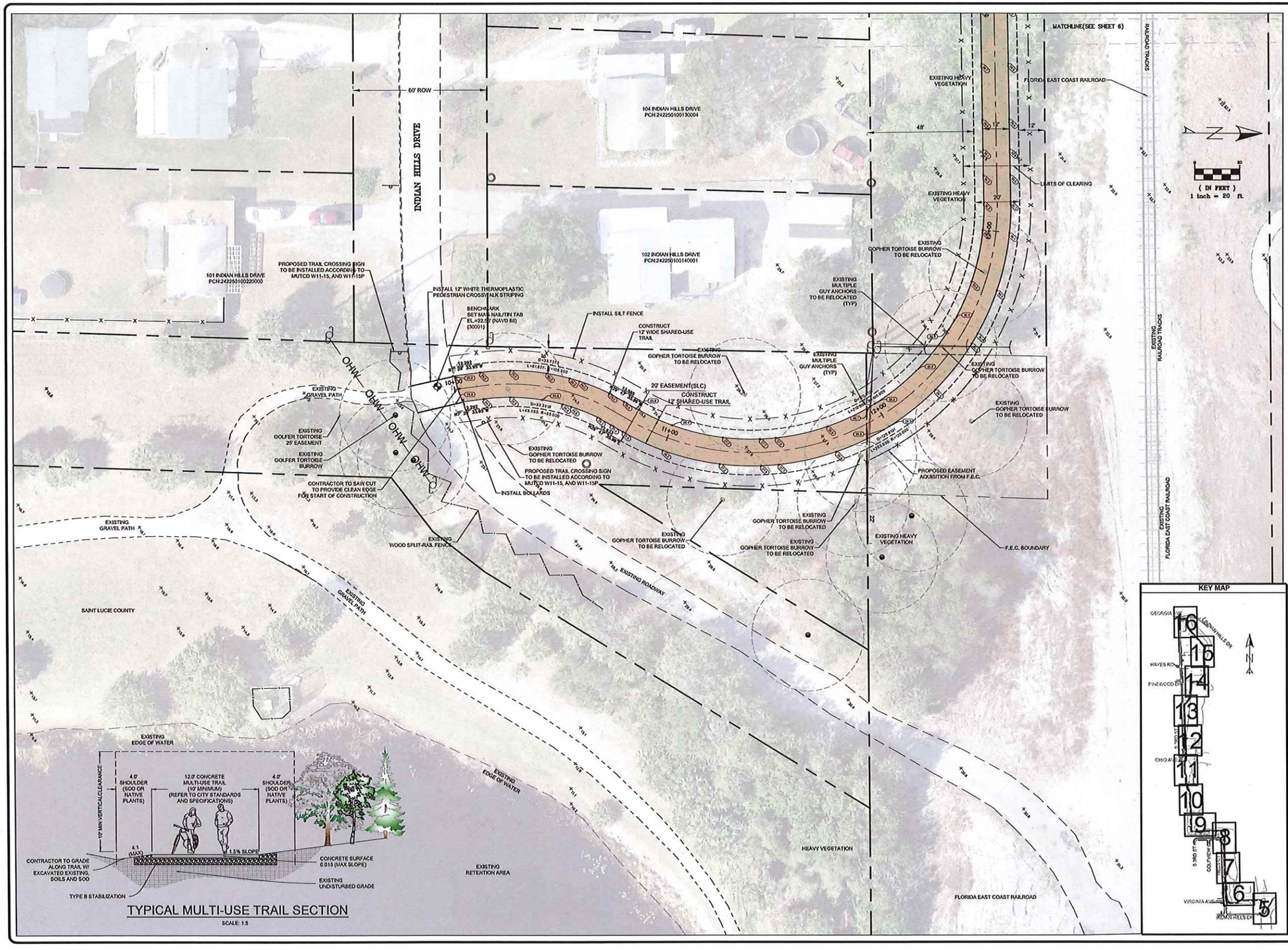

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L.B. CERTIFICATE OF AUTHORIZATION 8059

DRF DESIGNED BY
DRF DRAWN BY
20-427 Highwayman trail & path FILENAME
LATEST
AS SHOWN SCALE
2025/08/18/SSD DATE

REVISIONS PER SFWMD RAI REVIEW COMMENTS
VILLAGE OF INDIAN HILLS
DATE

HIGHWAYMAN TRAIL - MULTI-USE PATH

PAVING GRADING & DRAINAGE PLAN

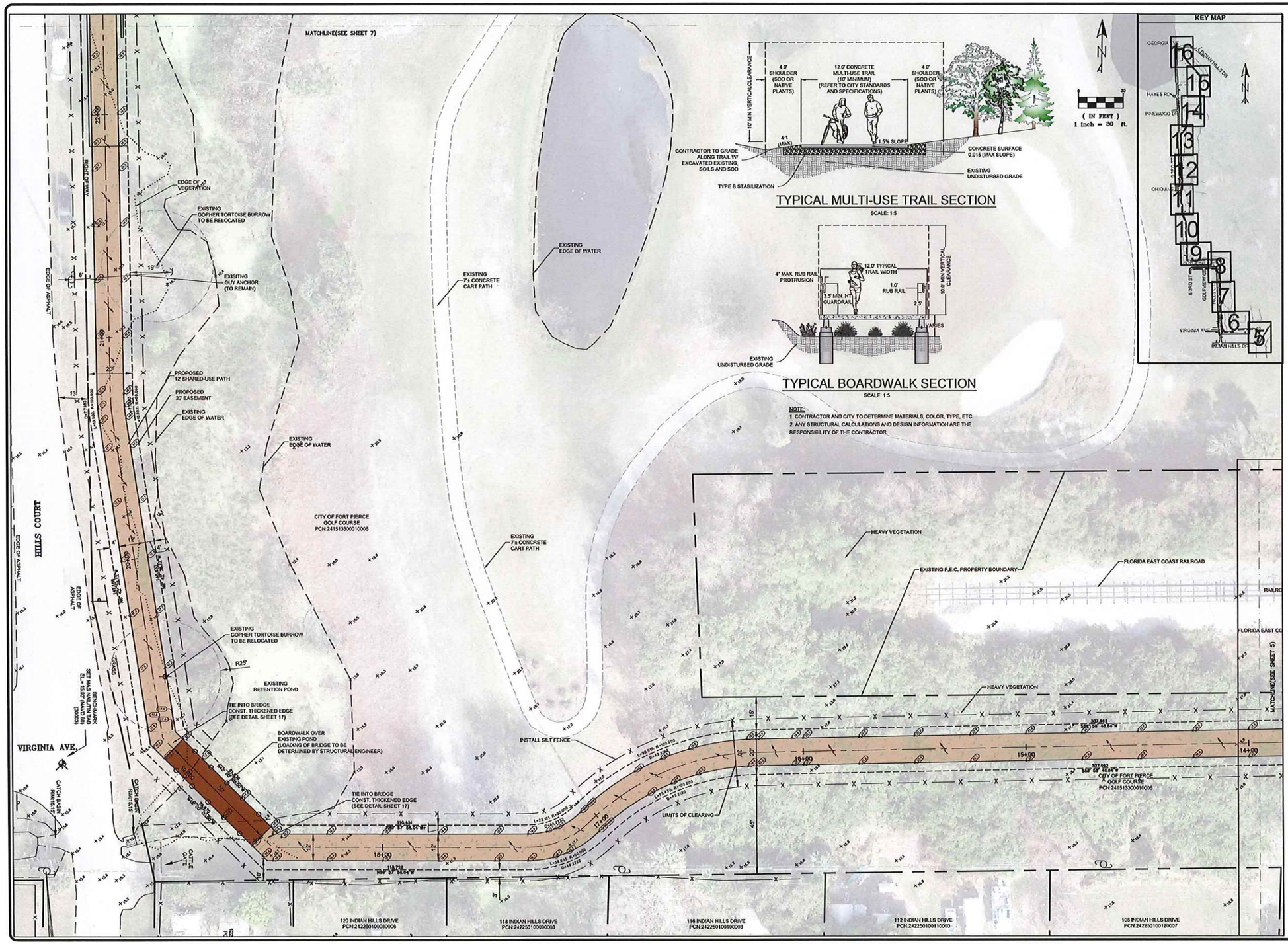
FLORIDA

FORT PIERCE

R.J. KENNEDY, P.E. (DATE)
#56218

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

20-427



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L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY: DRF
DRAWN BY: JJL
CHECKED BY: RJK
FILENAME: 20-427 Signature Set.dwg
LAYOUT: 1
SCALE: AS SHOWN
DATE: 05/07/2025

REVISION COMMENTS

DATE:

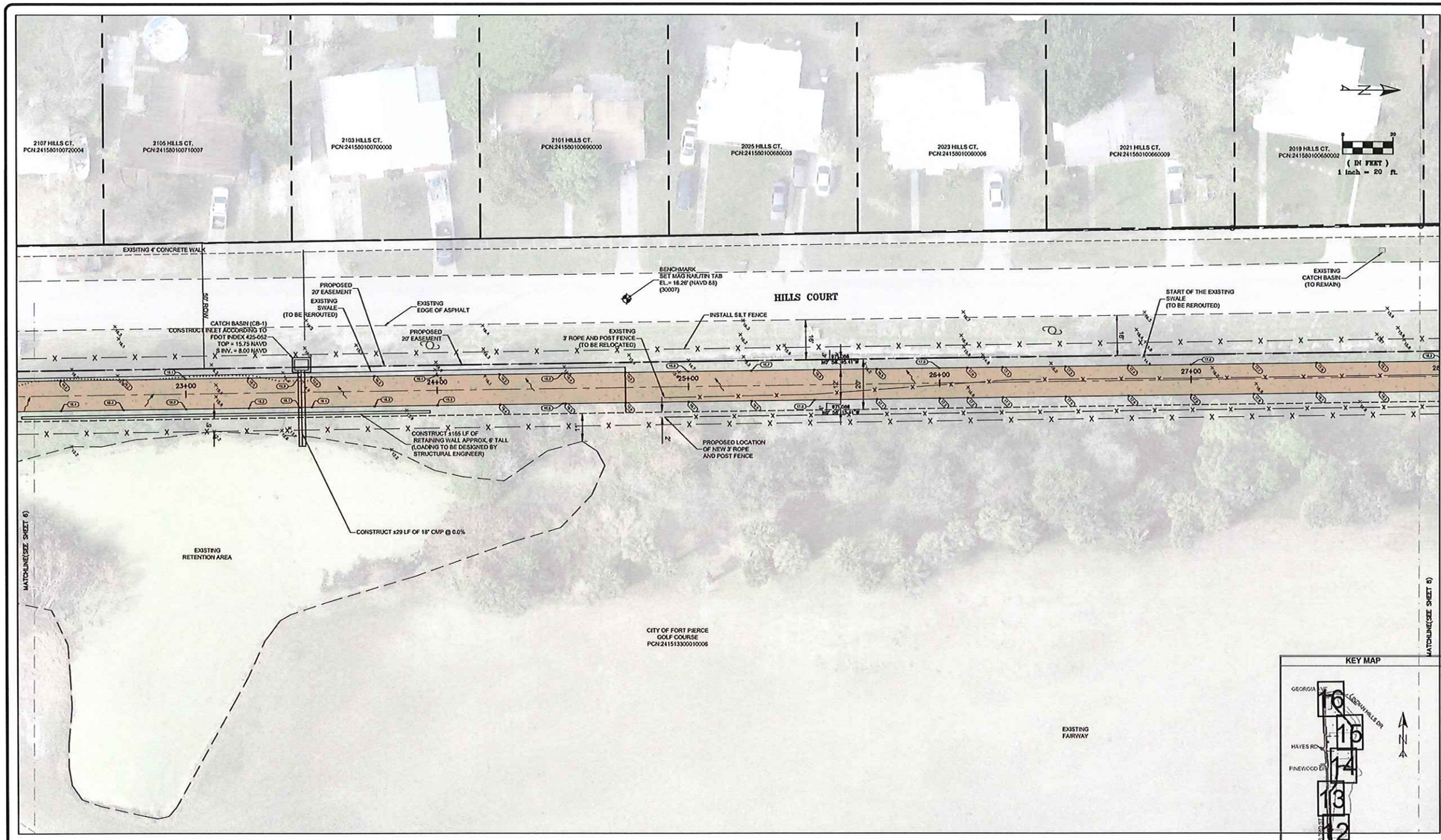
HIGHWAYMAN TRAIL - MULTI-USE PATH

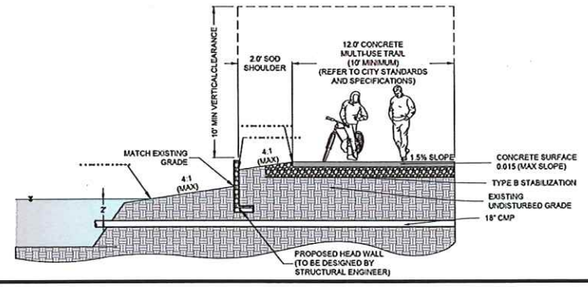
PAVING GRADING & DRAINAGE PLAN

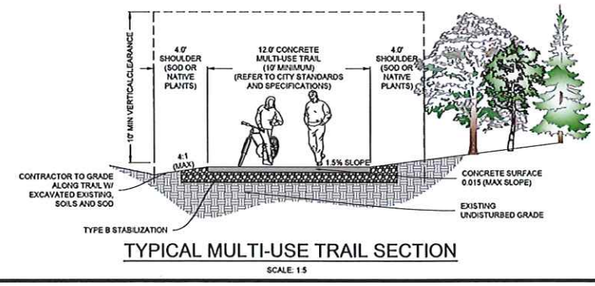
FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

20-427

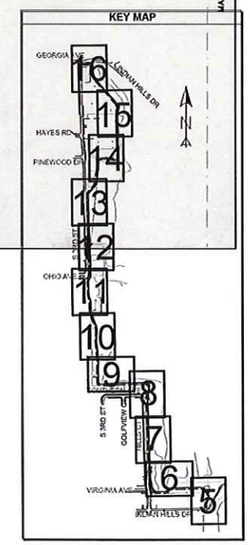






TYPICAL MULTI-USE TRAIL SECTION

SCALE: 1:5



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• www.edc-inc.com
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L.B. CERTIFICATE OF AUTHORIZATION 8058

DRF
DESIGNED BY
DRF
DRAWN BY
20-427 highwayman trail #2.dwg
FILENAME
1"=20'
H/V SET
AS SHOWN
PLOT SCALE
05/07/2025
BOOK/CHECKED
DATE

REVISION COMMENTS

DATE

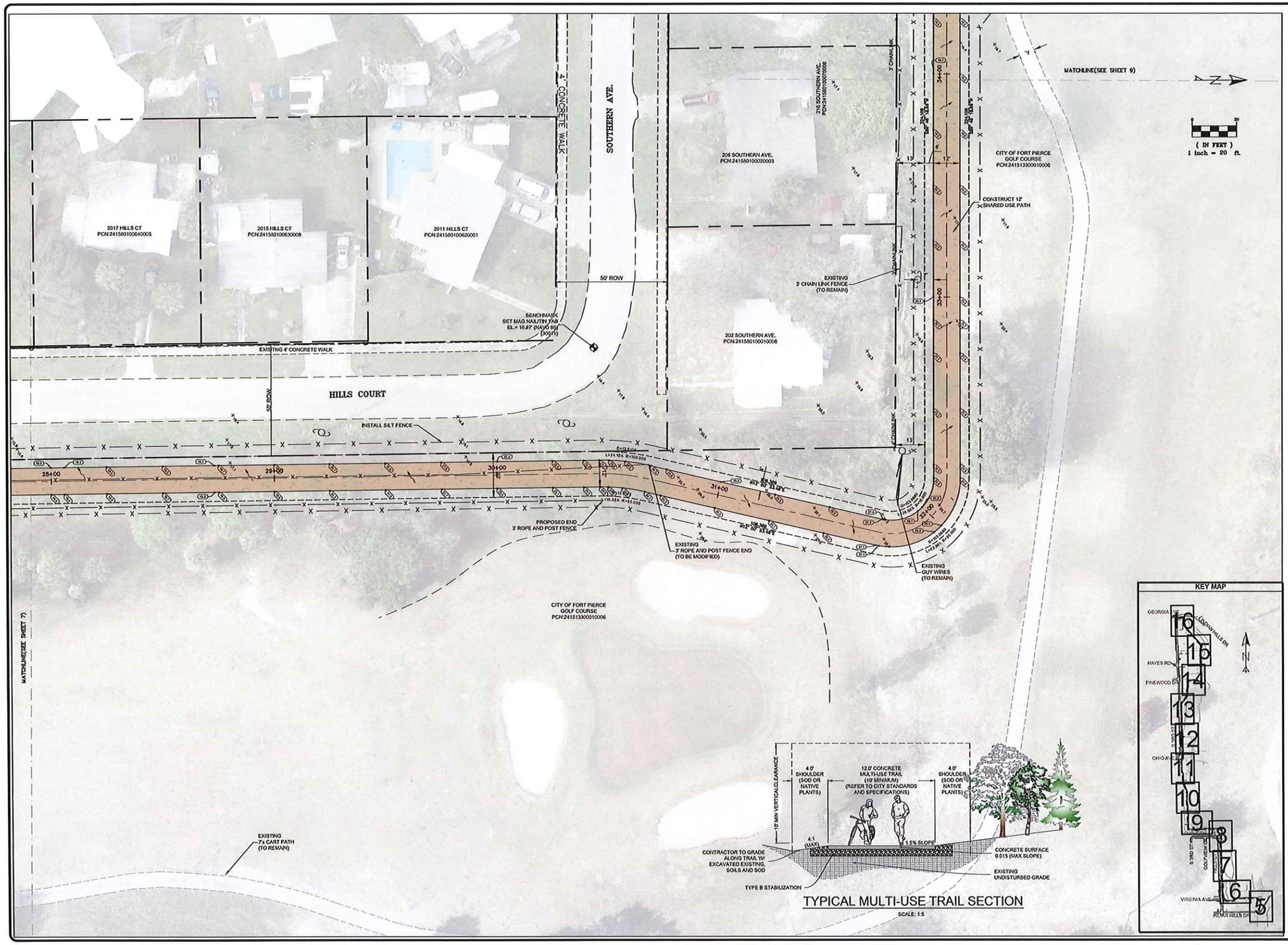
HIGHWAYMAN TRAIL - MULTI-USE PATH

PAVING GRADING & DRAINAGE PLAN

FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

20-427



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SUITE 201
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L.B. CERTIFICATE OF AUTHORIZATION 8059

DSF DESIGNED BY
DMF DRAWN BY
20-427 Tallahassee trail #5.dwg FILENAME
LATCD
AS SHOWN SCALE
2/9/2021 DATE

REVISION COMMENTS

DATE

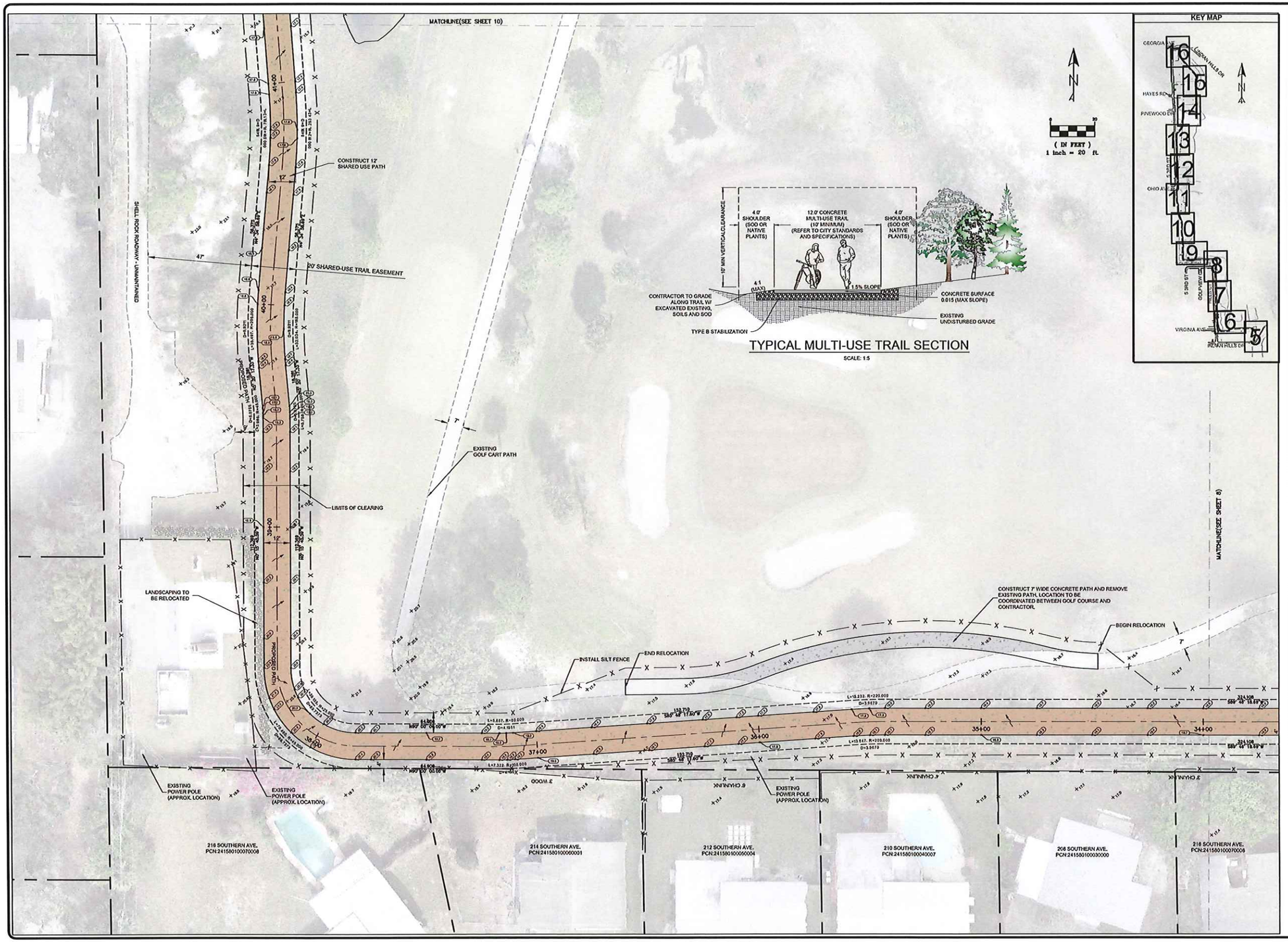
HIGHWAYMAN TRAIL - MULTI-USE PATH

PAVING GRADING & DRAINAGE PLAN

FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

20-427



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F.B.P.E. CERTIFICATE OF AUTHORIZATION 8935
E.B. CERTIFICATE OF AUTHORIZATION 8088

DRF DESIGNED BY
DRF DRAWN BY
20-427 PROJECT NO.
N/A SCALE
LAYOUT
AS SHOWN SCALE
2/9/2021 DATE

REVISION COMMENTS
DATE

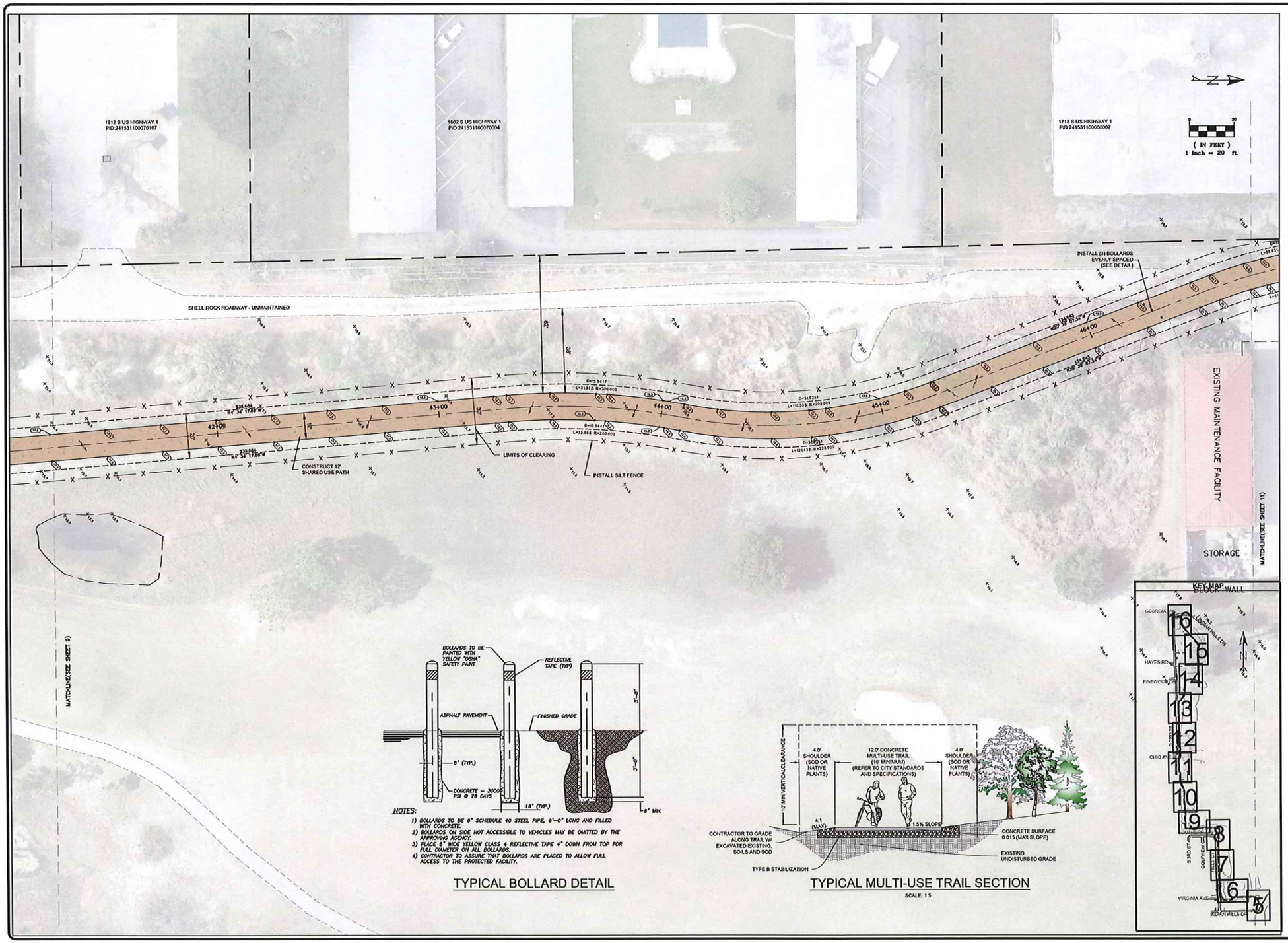
HIGHWAYMAN TRAIL - MULTI-USE PATH

PAVING GRADING & DRAINAGE PLAN

FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

20-427



NOTES:
1) BOLLARDS TO BE 6" SCHEDULE 40 STEEL PIPE, 6'-0" LONG AND FILLED WITH CONCRETE.
2) BOLLARDS ON SIDE NOT ACCESSIBLE TO VEHICLES MAY BE OMITTED BY THE APPROVING AGENCY.
3) PLACE 6" WIDE YELLOW CLASS 4 REFLECTIVE TAPE 4" DOWN FROM TOP FOR FULL DIAMETER ON ALL BOLLARDS.
4) CONTRACTOR TO ASSURE THAT BOLLARDS ARE PLACED TO ALLOW FULL ACCESS TO THE PROTECTED FACILITY.

TYPICAL BOLLARD DETAIL

TYPICAL MULTI-USE TRAIL SECTION
SCALE: 1:5

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F.B.P.E. CERTIFICATE OF AUTHORIZATION 8935
L.B. CERTIFICATE OF AUTHORIZATION 8008

DRF
DESIGNED BY

DRF
DRAWN BY

20-427 Highwayman trail #5.dwg
FILENAME

LATCED
LAYOUT

AS SHOWN
SCALE

20OCT2020
PROJECT#/DSD

DATE

REVISION COMMENTS

DATE

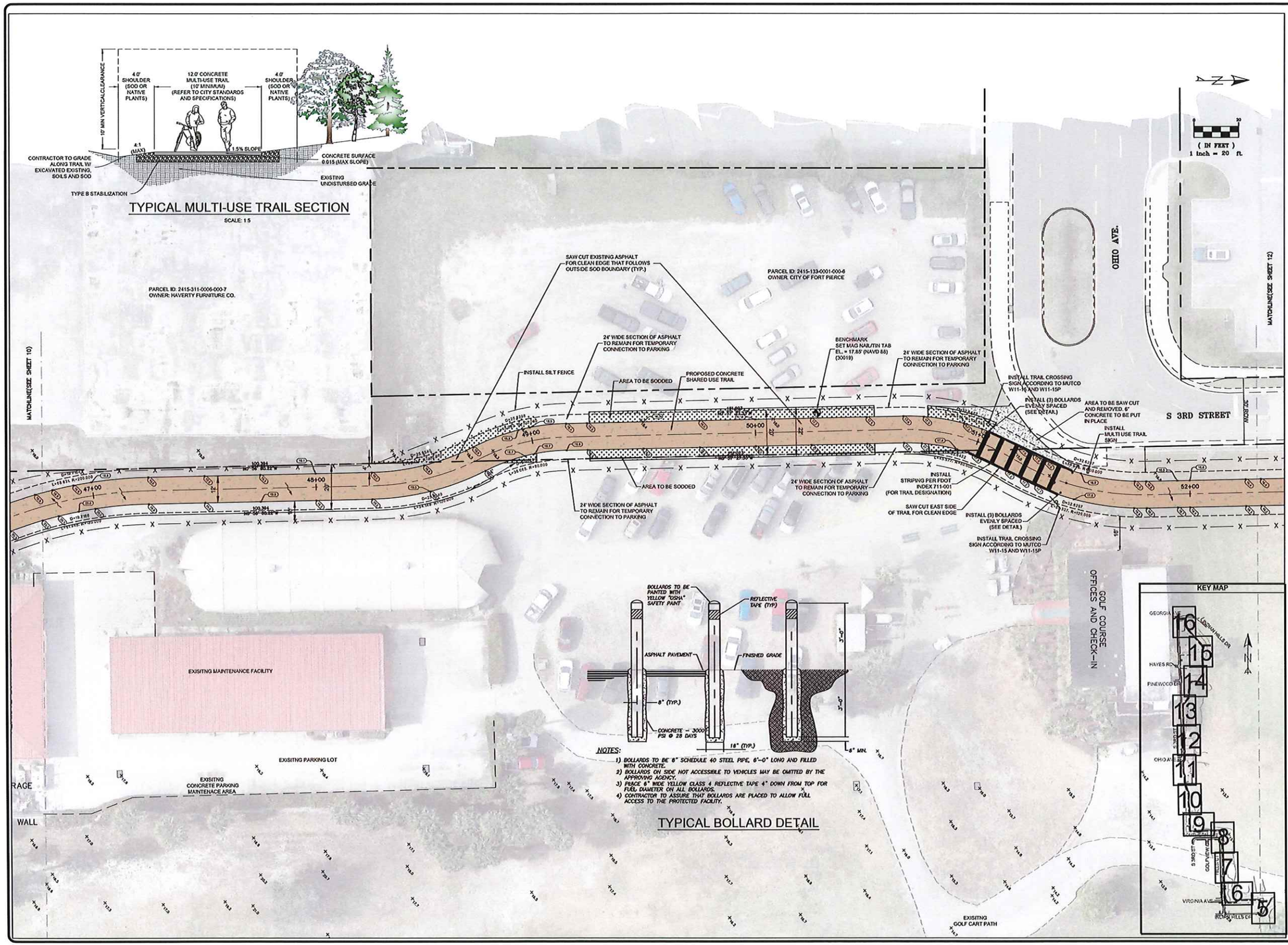
HIGHWAYMAN TRAIL - MULTI-USE PATH

PAVING GRADING & DRAINAGE PLAN

FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

20-427


4.0' SHOULDER (SOD OR NATIVE PLANTS)
12.0' CONCRETE MULTI-USE TRAIL (10' MINIMUM) (REFER TO CITY STANDARDS AND SPECIFICATIONS)
4.0' SHOULDER (SOD OR NATIVE PLANTS)
10' MIN VERTICAL CLEARANCE
4:1 (MAX)
1.5% SLOPE
CONTRACTOR TO GRADE ALONG TRAIL W/ EXCAVATED EXISTING SOILS AND SOD
CONCRETE SURFACE 0.015 (MAX SLOPE)
EXISTING UNDISTURBED GRADE
TYPE B STABILIZATION
TYPICAL MULTI-USE TRAIL SECTION
SCALE: 1:5
PARCEL ID: 2415-311-0006-000-7
OWNER: HAVERTY FURNITURE CO.
SAW CUT EXISTING ASPHALT FOR CLEAN EDGE THAT FOLLOWS OUTSIDE SOD BOUNDARY (TYP.)
PARCEL ID: 2415-133-0001-000-8
OWNER: CITY OF FORT PIERCE
24' WIDE SECTION OF ASPHALT TO REMAIN FOR TEMPORARY CONNECTION TO PARKING
INSTALL SILT FENCE
AREA TO BE SODDED
PROPOSED CONCRETE SHARED USE TRAIL
BENCHMARK SET MAG NAIL/TIN TAB EL. = 17.65' (NAVD 88) (30019)
INSTALL TRAIL CROSSING SIGN ACCORDING TO MUTCO W11-15 AND W11-15P
INSTALL (3) BOLLARDS EVENLY SPACED (SEE DETAIL)
AREA TO BE SAW CUT AND REMOVED & CONCRETE TO BE PUT IN PLACE
INSTALL MULTI USE TRAIL SIGN
INSTALL STRIPING PER FDOT INDEX 711-001 (FOR TRAIL DESIGNATION)
SAW CUT EAST SIDE OF TRAIL FOR CLEAN EDGE
OHIO AVE.
S 3RD STREET
MATCHLINE(SEE SHEET 10)
MATCHLINE(SEE SHEET 12)
EXISITING MAINTENANCE FACILITY
EXISITING PARKING LOT
EXISITING CONCRETE PARKING MAINTENACE AREA
GOLF COURSE OFFICES AND CHECK-IN
EXISITING GOLF CART PATH
BOLLARDS TO BE PAINTED WITH YELLOW "OSHA" SAFETY PAINT
REFLECTIVE TAPE (TYP)
ASPHALT PAVEMENT
FINISHED GRADE
8" (TYP.)
CONCRETE - 3000 PSI @ 28 DAYS
18" (TYP.)
3'-0"
3'-0"
8" MIN.
NOTES:
1) BOLLARDS TO BE 6" SCHEDULE 40 STEEL PIPE, 6'-0" LONG AND FILLED WITH CONCRETE.
2) BOLLARDS ON SIDE NOT ACCESSIBLE TO VEHICLES MAY BE OMITTED BY THE APPROVING AGENCY.
3) PLACE 6" WIDE YELLOW CLASS 4 REFLECTIVE TAPE 4" DOWN FROM TOP FOR FUEL DIAMETER ON ALL BOLLARDS.
4) CONTRACTOR TO ASSURE THAT BOLLARDS ARE PLACED TO ALLOW FULL ACCESS TO THE PROTECTED FACILITY.
TYPICAL BOLLARD DETAIL
KEY MAP
GEORGIA
HAYES RD
PINEWOOD LN
OHIO AVE
VIRGINIA AVE
(IN FEET)
1 inch = 20 ft.
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10250 VILLAGE PARKWAY
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L.B. CERTIFICATE OF AUTHORIZATION 8058
DRF
DESIGNED BY
DRF
DRAWN BY
20-427 highwayman trail (ft.dwg)
FILENAME
1:1 FOOT
HORIZONTAL SCALE
AS SHOWN
VERTICAL SCALE
20OCT20RED2
DATE
REVISION COMMENTS
DATE
HIGHWAYMAN TRAIL - MULTI-USE PATH
PAVING GRADING & DRAINAGE PLAN
FORT PIERCE
FLORIDA
R.J. KENNEDY, P.E. (DATE)
#56218
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455
20-427
11 OF 18

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DRF
DESIGNED BY
DRF
DRAWN BY
20-427 highwayman trail (5 phase)
FILENAME
LATCID
AS SHOWN
SCALE
2025/08/05
DATE

REVISION COMMENTS
DATE

HIGHWAYMAN TRAIL - MULTI-USE PATH

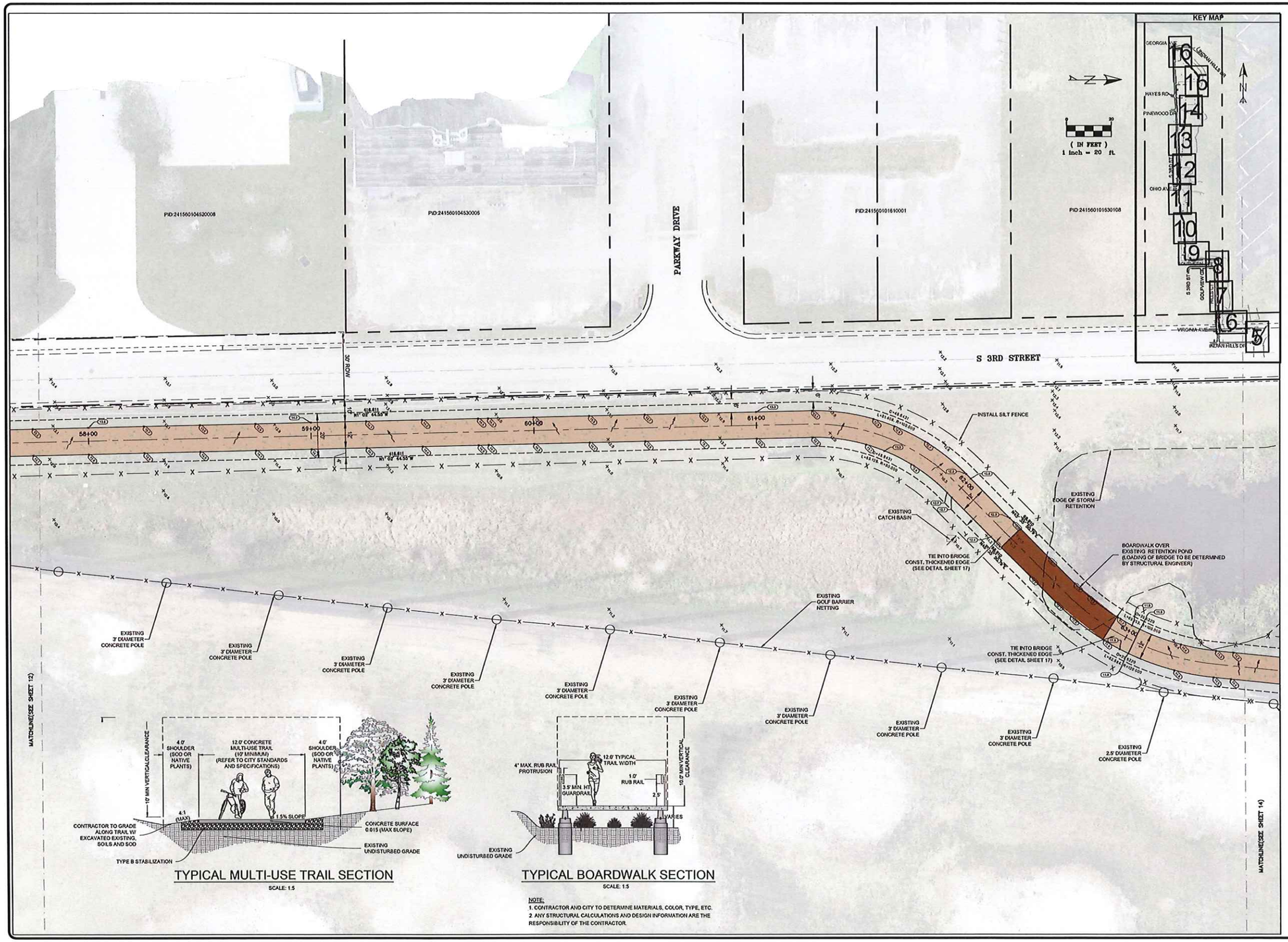
PAVING GRADING & DRAINAGE PLAN

FORT PIERCE
FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

20-427



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L.B. CERTIFICATE OF AUTHORIZATION 8058

DRF DESIGNED BY
DRF DRAWN BY
20-427 highwayman trail rd.dwg FILENAME
13 PAGE
1 OF 1 SHEET
AS SHOWN SCALE
20GCT20GRDD DATE

REVISION COMMENTS
DATE

HIGHWAYMAN TRAIL - MULTI-USE PATH

PAVING GRADING & DRAINAGE PLAN

FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218
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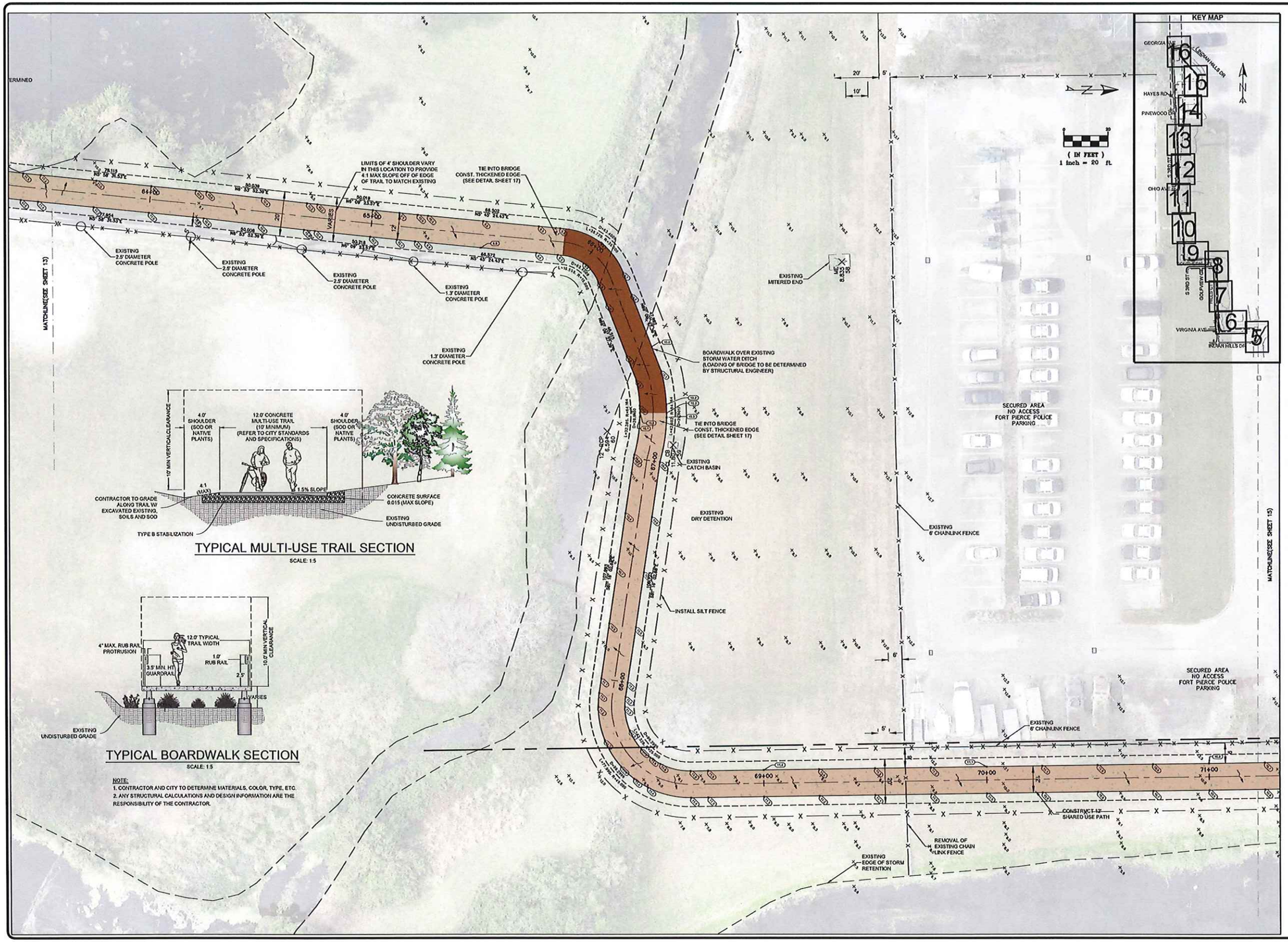
20-427



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L.B. CERTIFICATE OF AUTHORIZATION 8059

DRF DESIGNED BY
DRF DRAWN BY
20-427 Highwayman trail & path FILENAME
LAYOUT1 LAYOUT
AS SHOWN SCALE
2/9/2021 DATE

REVISION COMMENTS

DATE:

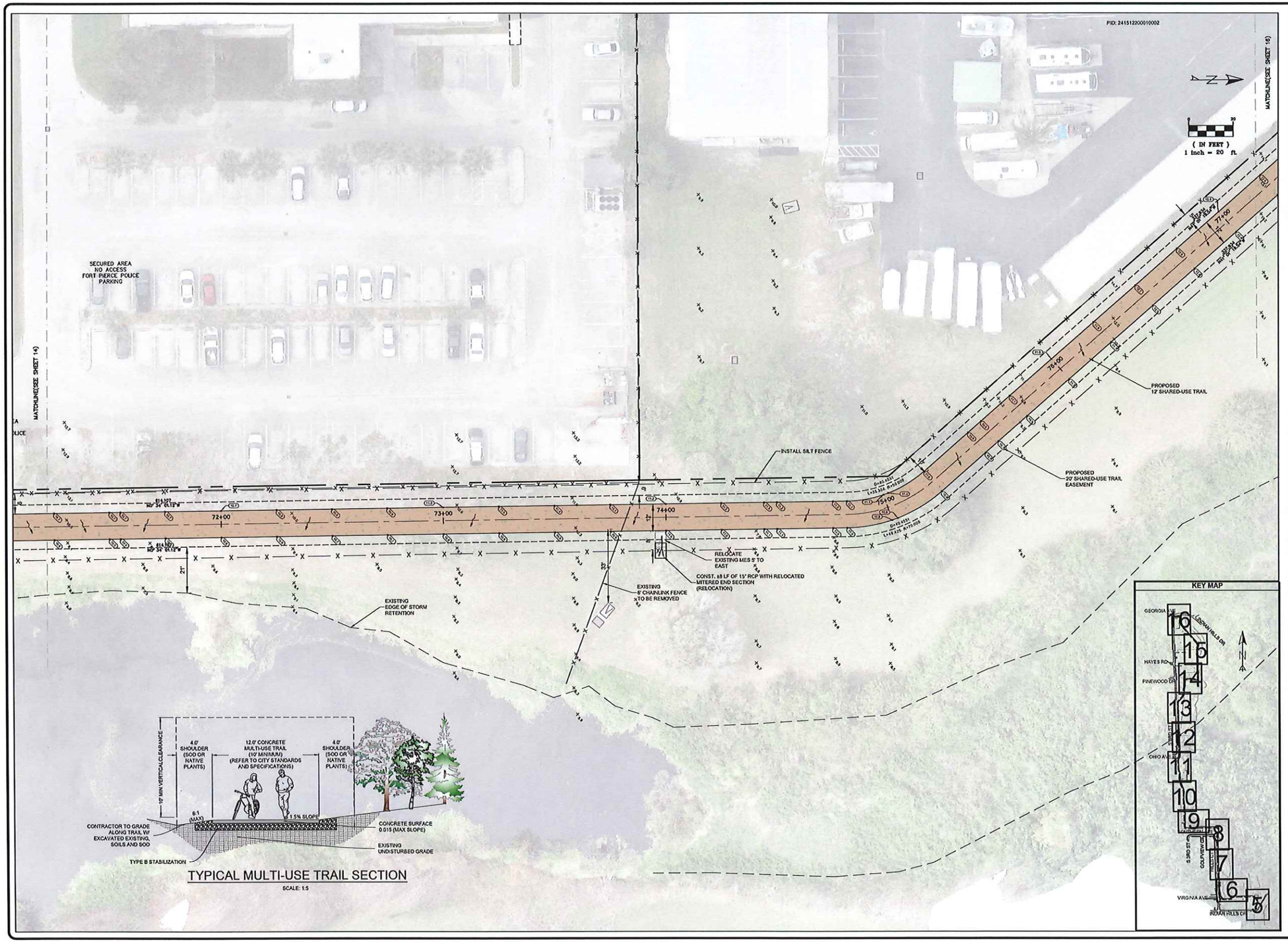
HIGHWAYMAN TRAIL - MULTI-USE PATH

PAVING GRADING & DRAINAGE PLAN

FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

20-427



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L.B. CERTIFICATE OF AUTHORIZATION 8058

DSF DESIGNED BY
DSF DRAWN BY
20-427 REFERENCE FILE NAME
FILE NAME
LAYOUT
AS SHOWN SCALE
2/9/2021 DATE

REVISION COMMENTS
DATE

HIGHWAYMAN TRAIL - MULTI-USE PATH

PAVING GRADING & DRAINAGE PLAN

FORT PIERCE FLORIDA

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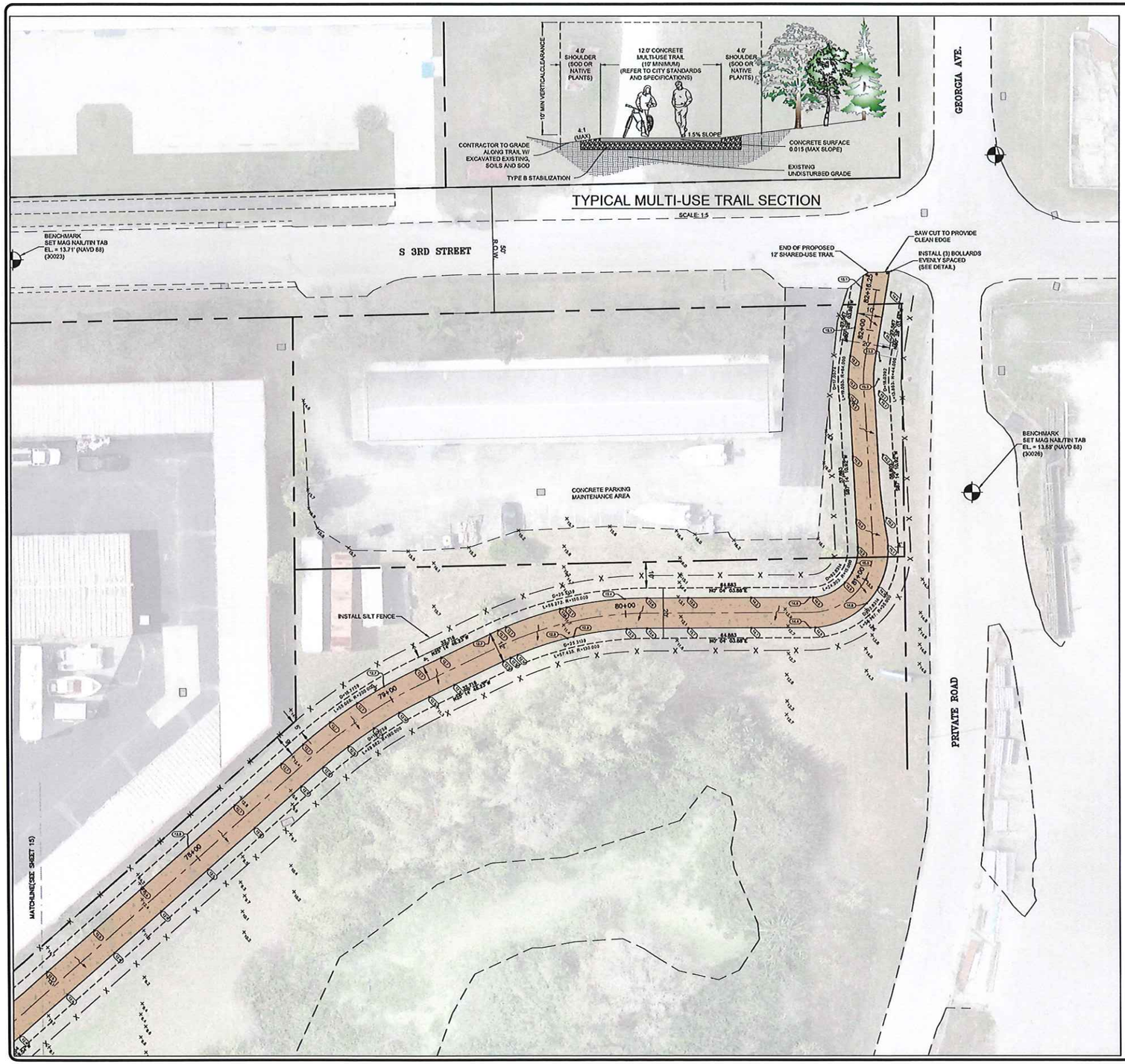
• 772-462-2455

20-427



ENGINEERS & SURVEYORS ENVIRONMENTAL

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SUITE 201
PORT ST. LUCIE, FL 34987
• 772-462-2455
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F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8058

DRF DESIGNED BY | DRF DRAWN BY | 20-427 Highwayman trail at multi FILENAME | AS NOTED SCALE | 3/25/2021 DATE

NO. | DATE | REVISIONS PER RESUBMITTAL REVIEWER COMMENTS

HIGHWAYMAN TRAIL - MULTI-USE PATH

PAVING GRADING & DRAINAGE PLAN

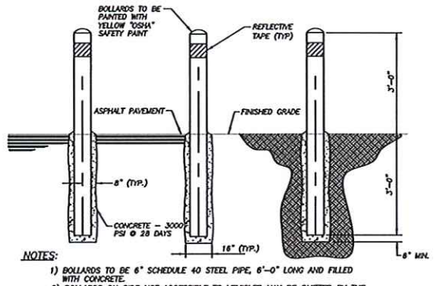
FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

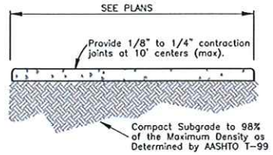
20-427

16 OF 18



NOTES:

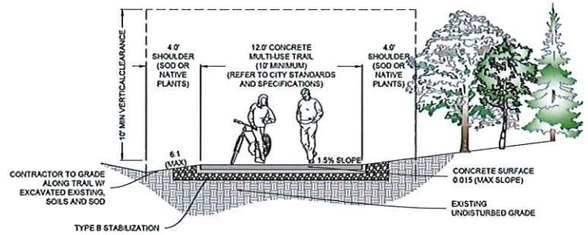
1) BOLLARDS TO BE 6" SCHEDULE 40 STEEL PIPE, 6'-0" LONG AND FILLED WITH CONCRETE.
2) BOLLARDS ON SIDE NOT ACCESSIBLE TO VEHICLES MAY BE OMITTED BY THE APPROVING AGENCY.
3) PLACE 6" WIDE YELLOW CLASS 4 REFLECTIVE TAPE 4" DOWN FROM TOP FOR FULL DIAMETER ON ALL BOLLARDS.
4) CONTRACTOR TO ASSURE THAT BOLLARDS ARE PLACED TO ALLOW FULL ACCESS TO THE PROTECTED FACILITY.



NOTES:

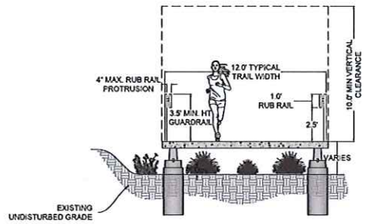
1. Use 3,000 P.S.I. Concrete At 28 Days for sidewalk construction.
2. Sidewalk thickness to be increased to 6" thick at driveway locations.
3. All repairs required during construction shall be removed and replaced 10' minimum to next full joint.

4" THICK PATH DETAIL



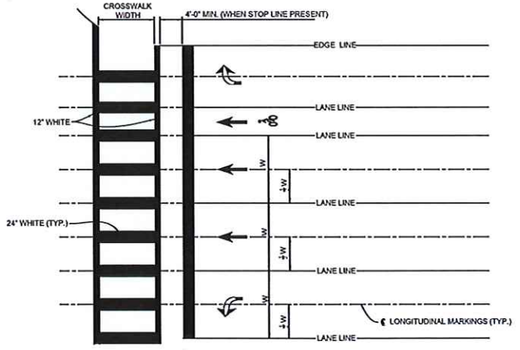
TYPICAL MULTI-USE TRAIL SECTION

SCALE: 1:5



TYPICAL BOARDWALK SECTION

SCALE: 1:5



SPECIAL EMPHASIS CROSSWALK DETAILS

NOTES:

1. FOR CROSSWALK WIDTH, EXCEED WIDTH OF THE ADJACENT SIDEWALK, BUT DO NOT MAKE WIDTH LESS THAN 6' FOR INTERSECTION CROSSWALK AND 10' FOR MIDBLOCK CROSSWALKS. MEASURE WIDTH FROM THE INSIDE OF THE TRANSVERSE CROSSWALK MARKINGS.
2. WHEN THE SPECIAL EMPHASIS CROSSWALK IS NOT PERPENDICULAR TO THE LANE LINES, MAKE THE LONGITUDINAL MARKINGS PARALLEL TO THE LANE LINES.
3. REFER TO INDEX 522-002 WHEN CURB RAMPS ARE PRESENT.

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DMF DESIGNED BY
DMF DRAWN BY
20-427 Highwayman trail at path FILENAME
17 PROJECT NO.
AS SHOWN SCALE
2/9/2021 DATE

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HIGHWAYMAN TRAIL - MULTI-USE PATH

PAVING GRADING & DRAINAGE DETAILS

FORT PIERCE FLORIDA

R.J. KENNEDY, P.E. (DATE)
#56218

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20-427

City Commission Regular Meeting - 5:05 pm **13. c.**

Meeting Date: 03/20/2023

Re:

SUBJECT:

Discussion and direction for Fisherman's Wharf Development.

Attachments

Memo from City Attorney

Form Review

Form Started By: Linda Cox Started On: 03/15/2023 04:25 PM

Final Approval Date: 03/15/2023

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Honorable Mayor and City Commissioners

FROM: Tanya Earley, City Attorney TME

RE: Fisherman's Wharf Deed Restriction

DATE: March 16, 2023

Please see the attached correspondence from the city's representative before the Florida Department of Environmental Protection (DEP), which is the agency charged with reviewing the request to release the deed restriction from the city's parcel at Fisherman's Wharf.

DEP calculates the cost of releasing the deed restriction at $1,980,000. The cost is based on the difference between the appraised value of the property without the deed restriction and the appraised value of the property with the deed restriction.

It is my understanding that DEP will take no further action on the city's pending request to remove the deed restriction without a commitment that $1,980,000 will be paid to the State of Florida at or before the time of closing.

Possible actions by the City Commission include, but are not limited to, the following:

1. Approval of the city's payment of $1,980,000 to the state;
2. Obtaining the developer's agreement to pay $1,980,000 to the state; or
3. Disapproving the expenditure of city funds to release the deed restriction.

The above matters will be addressed at the next scheduled City Commission meeting.

cc: Nicholas C. Mimms, P.E., City Manager
Linda Cox, City Clerk

Tanya Earley

From: Ryan Matthews <Ryan.Matthews@gray-robinson.com>
Sent: Thursday, March 16, 2023 11:52 AM
To: Shyanne Harnage; Nick Mimms; Tanya Earley
Subject: FW: Fort Pierce Appraisal

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Please see the below communication from the department as it relates to the requested deed restriction release for Fisherman's Wharf.

Ryan Matthews
Shareholder

T 850.577.9090
M 850.294.8591
F 850.577.3311

GrayRobinson, P.A. • 301 South Bronough Street, Suite 600, Tallahassee, Florida 32301

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From: Richardson, Brad <Brad.Richardson@FloridaDEP.gov>
Sent: Thursday, March 16, 2023 10:56 AM
To: Ryan Matthews <Ryan.Matthews@gray-robinson.com>
Cc: Reecy, Karen G <Karen.G.Reecy@FloridaDEP.gov>; Stevens, Michele A <Michele.Stevens@FloridaDEP.gov>
Subject: Fort Pierce Appraisal

This message originated outside of GrayRobinson.

Ryan,
Thanks for your voicemail.

The cost of releasing the deed restriction for the 1.5 acres of land, as requested by the City is $1,980,000.

The methodology used to determine this amount was a before-and-after comparison of land values. The value of the property with the restriction was subtracted from the value of the property without the restriction.
Hope this helps. Let me know if you need additional information.
Thanks

Brad Richardson, Chief
Bureau of Public Land Administration
Division of State Lands
3800 Commonwealth Blvd., MS 125

Tallahassee, FL 32399
850-245-2563 (o)
850-519-0244 (c)

To Apply for Release of Reservations Click Here
To Apply for Use of State-Owned Uplands Click Here