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

CITY COMMISSION AGENDA

Regular Meeting - Tuesday, September 5, 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 -** Reverend Bernard Sheffield with St. Julian of Norwich Old Catholic Parish

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

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

6. **PROCLAMATIONS**

   a. Constitution Week

   b. Childhood Cancer

   c. Treasure Coast Day of Prayer

7. **LETTERS TO COMMISSION**

   a. Email from Jennifer Martin-Sorrentino, Co-Founder of Rescue Rebels by Cash 4 Canines, expressing her gratitude for Summer Rulapaugh, the Animal Shelter Operations Manager, going over and way beyond for Kai, the German Shepherd they rescued.

b. Davida Margolin sent an email that expresses deep gratitude for the operation of Fort Pierce Animal Adoption Center and Summer Rulapaugh, the shelter's Operations Manager.

c. Pete Sweeney sent an email in appreciation of Kev Freeman's leadership of the Planning Department as Director, and for the time, help, and guidance provided by the Planning Team members.

d. Vincent Clow left a voice message complimenting Code Enforcement Officer Larry Stephens for his exceptional customer service in resolving an issue.

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

9. **BUDGET HEARING**

a. Mayor to announce the tentative millage rate which is 6.9; the millage rate exceeds the roll-back rate (6.2244), by 10.85%.

b. Overview of the proposed budget - Johnna Morris, Finance Director

c. **PUBLIC HEARING** -- Tentative Millage Rate and Proposed 2023-24 General Fund Budget for the City of Fort Pierce

d. Consider any proposed amendments to the 2023-24 General Fund Budget

e. Adopt proposed Millage Rate and recompute if necessary. The proposed millage rate is 6.9.

f. Adoption of tentative 2023-24 General Fund Budget.

10. **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.

11. **MISCELLANEOUS REPORTS**

a. City of Fort Pierce Youth Award Recognition Program Presentation

12. **CONSENT AGENDA**

a. Approval of Florida Housing Finance Corporation Local Government Verification of Contribution to support an affordable housing development at 3000 Okeechobee Road by authorizing $460,000 local match funding in the form of a CDBG loan from the City.

b. Approval to award RFP 2023-038 for annual contracted Professional Inspection Services to JPI of Melbourne, Florida in an amount up to $200,000.00 annually.

c. Approval to award RFP 2023-039 for annual contracted Professional Plan Review Services to JPI of Melbourne, Florida in an amount up to $100,000.00 annually.

d. Approval to award Bid #2023-044 Annual Street Resurfacing Contract to the lowest responsible bidder, The Paving Lady, in an amount not to exceed $4,179,259.69 over a three (3) year period.

e. Approval of Travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities Legislative Policy Committee in Orlando, Florida from September 07, 2023 to September 08, 2023 in the amount of $397.48.

13. **PUBLIC HEARINGS**

a. Quasi-Judicial Hearing - Review and approval of an application for a Final Plat, submitted by Property Owner(s), Audubon Development, Inc., and Applicant, Bradley J. Currie, Vice President of Engineering Design & Construction, Inc., to subdivide approximately 0.76 acres of land (more or less) into 10 platted lots including one (1) private access tract, and associated easements and buffers for the residential subdivision of Villas at Kings Landing located at or near 125 A. E. Backus Avenue in Fort Pierce, FL. The property is currently zoned Planned Development (PD) with a Future Land Use of Central Business District (CBD).

Parcel Control Number: 2410-503-0012-010-9.

b. Legislative Hearing - Ordinance 23-010 review and adoption of a Future Land Use Map Amendment of four (4) parcels of land to change the future land use designations from St. Lucie County designations of Residential High (RH), Residential Medium (RM), and General Commercial (CG) to City designations of Medium Density Residential (RM) (+/- 58.84 Acres) and Mixed-Use Development (MXD) (+/- 21.84 Acres), generally located north of Orange Avenue and west of N 41st Street, Millcreek. Parcel ID's: 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, 2407-221-0001-000-1 and 2407-211-0001-000-0. SECOND READING

c. Legislative Hearing - Ordinance 23-048 amending the Mayor and Commission annual salaries. SECOND READING

d. Legislative Hearing - Ordinance 23-051 amending Chapter 22, Article X Short Term and Vacation Rental Regulations to amend responsible person requirements and other minor revisions . FIRST READING

e. Legislative Hearing - Ordinance 23-052: Review and approval of an ordinance extending the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near approximately Avenue Q in Fort Pierce, Florida. The parcel ID is 2405-501-0131-000-4. FIRST READING

14. **CITY COMMISSION**

a. Resolution 23-R47 Order and appeal of Special Magistrate Order on Case No. 96-6085 Code Enforcement Lien for property located at 909 N 13th Street.

b. Resolution 23-R48 approving the adoption of the amended Solid Waste Administrative Guidelines and the schedule of fees for the collection and disposal of garbage and trash.

c. Resolution 23-R49 appointing _____ to the Planning Board as Commissioner Curtis Johnson Jr.'s appointee.

15. **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.

16. **COMMENTS FROM THE CITY MANAGER**

a. Reports

17. **COMMENTS FROM THE COMMISSION**

18. **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 Meeting & Budget Hearing - 5:05 pm **5. a.**

Meeting Date: 09/05/2023

Re: Minutes of 08.21.2023

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from August 21, 2023 Regular Meeting

Attachments

08.21.2023 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 08/30/2023 10:43 AM

Final Approval Date: 08/30/2023

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, AUGUST 21, 2023.

1. CALL TO ORDER

Mayor Hudson called the August 21, 2023, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Robert Barrett with Word of Faith Christian Academy

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
Interim City Attorney Sara Hedges

5. APPROVAL OF MINUTES

a. Approval of Minutes from the August 07, 2023 Regular Meeting

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the Minutes of the August 7, 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**

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. 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.

No public comments

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approve a Site Plan extension to September 21, 2024 for a Site Plan and Conditional Use with New Construction, together with three conditions, submitted by Property Owner Representative, Engineering, Design, & Construction Inc, to construct and operate a development that will contain office/flex space and RV storage at 2564 S. Kings Highway in Fort Pierce, FL, Parcel ID: 2324-233-0000-000-7.

b. Approval of Fourth Amendment to Agreement for Purchase and Development of Fisherman's Wharf to extend and toll time periods in the Agreement for 12 months.

c. Approval of a Partial Release of Unity of Title for 4145 S US Highway 1 (formerly 504 Tumblin Kling Rd B)

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve 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. Quasi-Judicial Hearing deferred from April 17, 2023 and postponed from June 20, 2023 - Review and approval of an application for a Site Plan (Development and Design Review) and Conditional Use by property owner Love Center Regeneration Ministries and applicant Deborah L. Martohue, Esq. AICP, to construct a 199-foot monopole telecommunication tower located at 3111 Avenue D, more specifically located at Parcel ID: 2408-123-0008-000-2.

Mayor Linda Hudson asked all present to listen carefully to what Interim City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings as they apply to subsequent Quasi-Judicial Hearings tonight. Sara Hedges, Interim 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 – Yes (Site visit, developer, representative, and emails.)
Commissioner Arnold Gaines - Yes (Development team, site visit, residents, and emails.)
Commissioner Curtis Johnson Jr.- Yes (Site visit, development team, and residents.)
Commissioner Jeremiah Johnson – Yes (Residents, development team, and emails.)
Mayor Hudson – Yes (Letters, phone calls, and emails against the project)

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

Staff Presentation:
Ryan Altizer, Senior Planner, presented the review and approval of an application for a Site Plan

RECOMMENDATION:
Staff recommendation is for the City Commission to vote APPROVAL of the proposed Site Plan and Conditional Use with three (3) conditions by staff and the Planning Board.
1) Prior to the issuance of a Building Permit approval, a gopher tortoise survey needs to be conducted.
2) A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certification of Occupancy is approved for the site.
3) The applicant can waive the 5-foot sidewalk connection.

Questions of Staff:
The Commission inquired as to improvements including sidewalks, driveways, zoning designation, conditional use, buffering, regulatory agency involvement, and properties adjacent to the site, Mr. Altizer explained the improvements, access to the parcel, and regulatory agency involvement.

Applicant Questions of Staff:
None

Question of the Applicant:
Deborah Martohue, Martohue Land Use Law, introduced staff and George Davis, Vice President, Telecomm, and provided an update to the community meeting and presentation.

The Commission inquired as to the issues presented at the community meeting, impacts to the airport, the current 4G and 5G technologies present, range, community meeting advertisement the use of the tower. Mr. Davis explained the concerns posed at the meeting, practices in place for the airport, better explained 5G, advertisement for the community meeting, and that the tower will be used by multiple providers.

Ms. Martohue commented on the location of current towers, health concerns, and service for all sociodemographic, studies on towers, and conditional use standards.

Commissioner Jeremiah Johnson inquired as to the generator fuel source, containment, fencing, and improvements. Mr. Davis stated that it is propane and battery backup, the site is contained, and the equipment is fenced.

Ms.Martohue explained that because the site is unmanned the standards are different, buffering is addressed and if any additional elements are needed they will commit to them. In addition, explained emission concerns and that the property owner may make improvements are development continues.

Mr. Davis explained that they are willing to make improvements, even if they are temporary as the property owner plans for new development.

Mayor Hudson opened the public hearing.

Ionis Jefferson - No information was provided to the Housing Authority as she is confirmed as a board member.

Mario Wilcox - Against

Doretha Hair-Truesdell – Against and received no notification of the community meeting held.

Pearl Liverpool – Against due to proximity.

Harry Shaw - Against due to proximity.

Rosalyn Laney- Against due to proximity.

Marjorie Harrell - Against does not believe it is wanted by the community.

Tangela Palmer – Did not receive notice and is against due to proximity.

Katora Chino - Against due to proximity.

Applicant Response:
Ms.Martohue responded to the publics comments and concerns.

Staff Comments:
None

Mayor Hudson closed the public hearing.

The Commission discussed community involvement in the decision, thanked the community for coming out tonight, zoning classification, and commented on the requirement for competent substantial evidence.

Motion was made by Commissioner Broderick to approve the Site Plan with three conditions.

Motion failed due to lack of second.

Mayor Hudson inquired of Interim City Attorney Sara Hedges the process required for a denial.

Ms. Hedges clarified the requirements.
Commissioner Jeremiah commented on the denial requirements and requested a discussion of the denial.

Commissioner Gaines requested clarification on the voting requirements.

The Commission discussed competent substantial evidence, code requirements, and laws that must be followed.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve the application for Site Plan and Conditional Use.

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

b. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development and Design Review) by applicant Ravi Alur with Aspire Engineering to construct a 4,930 square-feet automated carwash with self-service vacuums at 5340 S. US Highway 1, more specifically at Parcel Control Number: 3403-433-0008-000-2.

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, Senior Planner, presented the review and approval of an application for a Site Plan.

RECOMMENDATION:
Staff recommends APPROVAL with one (1) condition:
A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certification of Occupancy is approved for the Site.

Questions of Staff:
Commissioner Jeremiah Johnson inquired as to the location on US 1.

Applicant questions of Staff:
Patricia Ortiz, on behalf of the applicant, Ravi Alur with Aspire Engineering, had no questions of staff.

Question of the Applicant:
Commissioner Curtis Johnson requested clarification on access to the facility.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve the application for Site Plan with (1) one condition.

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

Passed

c. Legislative Hearing - Ordinance 23-012 review and adoption of a Future Land Use Map Amendment of five (5) parcels of land to change the future land use designations from St. Lucie County designations of Residential Urban (RU) and Commercial (COM) to City designations of High Density Residential (RH) (+/- 80.3 Acres) and General Commercial (CG) (+/- 4.5 Acres).- West Orange located at Orange Avenue and N. Jenkins Road (5 parcels.) Parcel ID's: 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, 2407-221-0001-000-1 and 2407-211-0001-000-0. SECOND READING

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

ORDINANCE NO. 23-012
AN ORDINANCE OF THE CITY OF FORT PIERCE AMENDING THE FUTURE LAND USE MAP DESIGNATIONS OF THE CITY'S COMPREHENSIVE PLAN IN RESPECT OF PROPERTY GENERALLY LOCATED AT OR NEAT THE SOUTHEAST CORNER OF N JENKINS ROAD AND FLOYD JOHNSON ROAD IN FORT PIERCE FLORIDA BEING APPROXIMATELY MORE OR LESS 84.8 ACRES; THEREBY AMENDING THE FUTURE LAND USE DESIGNATIONS OF APPROXIMATELY 80.3 acres OF THE SUBJECT PROPERTY FROM ST. LUCIE DESIGNATIONS OF RESIDENTIAL URBAN AND COMMERCIAL TO CITY OF FORT PIERCE DESIGNATION OF HIGH DENSITY RESIDENTIAL, AND AMENDING THE FUTURE LAND USE DESIGNATIONS OF APPROXIMATELY 4.5 ACRES OF THE SUBJECT PROPERTY FROM ST.

LUCIE COUNTY DESIGNATION OF COMMERCIAL TO CITY OF FORT PIERCE DESIGNATION OF GENERAL COMMERCIAL, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTIONS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND FOR OTHER PURPOSES.SECOND READING

Mayor Hudson opened the public hearing.

Brenda Campbell - concerned with traffic.

Joe Campbell – concerned with drainage leading to pest issues.

Mayor Hudson closed the public hearing.

The Commission inquired on the next steps in the process, and how to aid the residents.

Kevin Freeman, Planning Director, explained the process of zoning, annexation, property development, and county traffic planning.

Mr. Mimms commented that he received the complaint and will be communicating with the City and or County for maintenance of the property.

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve Ordinance No. 23-012, to adopt the proposed FLUMA, and authorize the Planning Director to notify the Department of Commerce of the action.

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

Passed

d. Legislative Hearing - Ordinance 23-048 amending the Mayor and Commission annual salaries. FIRST READING

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

ORDINANCE NO. 23-048
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 2, ARTICLE II., DIVISION 1, SEC. 2-19 COMPENSATION OF THE CODE OF ORDINANCES; ESTABLISHING THE COMPENSATION DUE TO MAYOR AND COMMISSIONERS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.FIRST 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. 23-048.

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

Passed

13. CITY COMMISSION

a. ITEM FOR INFORMATION/DISCUSSION ONLY - Staff Notification of an affordable housing project 'Sound Meadows' submitted under the provisions of the 'Live Local Act'.

Kevin Freeman, Planning Director, presented the notification of an affordable housing project 'Sound Meadows' submitted under the provisions of the 'Live Local Act'.

b. Resolution 23-R44 appointing an at-large member to the Keep Fort Pierce Beautiful Committee.

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

RESOLUTION NO. 23-R44
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Gaines - Sarah Oliveros

Commissioner Jeremiah Johnson -Michael Sickenius

Commissioner Broderick - Gus Gutierrez

Commissioner Curtis Johnson - Gus Gutierrez

Mayor Hudson -Sarah Oliveros

Tie-breaking vote:
Commissioner Jeremiah Johnson-Gus Gutierrez

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution No. 23-R44 reappointing Gus Gutierrez to the Keep Fort Pierce Beautiful Advisory Board.

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

Passed

c. Resolution 23-R45 appointing two members to fill at-large seats on the Infrastructure Surtax Advisory Committee.

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

RESOLUTION NO. 23-R45
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Gaines-Anthony Westbury and Steven Haines

Commissioner Jeremiah Jonson-Steven Haines and Anthony Westbury

Commissioner Broderick-Bradford Wheler and Anthony Westbury

Commissioner Curtis Johnson-Anthony Westbury and Timothy Gardenhire

Mayor Hudson-Anthony Westbury and Steven Haines

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Resolution No. 23-R45 reappointing Anthony Westbury and appointing Steven Haines to the Infrastructure Surtax Citizen Oversight Committee.

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

Passed

d. Resolution 23-R46 appointing an at-large member to serve on the Fort Pierce Planning Board.

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

RESOLUTION NO. 23-R4
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Gaines- Nichelle Clemons

Commissioner Jeremiah Johnson-Justine Carter

Commissioner Broderick- Nichelle Clemons

Commissioner Curtis Johnson- Nichelle Clemons

Mayor Hudson- Nichelle Clemons

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve Resolution No. 23-R46 reappointing Nichelle Clemmons to the City Planning Board.

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.

Stephanie Eubanks

15. COMMENTS FROM THE CITY MANAGER

Mr. Mimms – No comments

City Clerk Linda Cox – No comments

Interim City Attorney Sara Hedges – No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Gaines commented on quasi-judicial hearings and the approachability of the Commission.

Ms. Hedges commented that Staff is working on providing training for the Commission and City Boards on quasi-judicial hearings. This training will also be open to the public.

City Clerk Linda Cox will make quasi-judicial information available to the public during the required advertisement.

Commissioner Curtis Johnson commented on quasi-judicial hearings and the perception of what evidence is to the public, enhanced marketing efforts online, engaging with the Youth Council for their assistance with technology,

Mr. Mimms commented that from a practical standpoint, a video may assist in explaining quasi-judicial hearings.

Commissioner Broderick commented on separating factual information from an emotional response in meetings.

Commissioner Jeremiah Johnson commented on the public notification process and suggested the agenda be posted weeks in advance.

Mayor Hudson commented on the idea of changing the date the agenda is published.

Ms. Cox commented that early agenda publication could add thirty days to the development application process.

Commissioner Broderick commented on the Planning Board agenda publication process.

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 8:57 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Meeting & Budget Hearing - 5:05 pm **6. a.**

Meeting Date: 09/05/2023

Re: Constitution Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Constitution Week

Attachments

Constitution Week

Form Review

Form Started By: Latoya Ransom Started On: 07/27/2023 09:33 AM

Final Approval Date: 07/27/2023

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, The Constitution of the United States of America ensures the rights of every American and provides the framework for the administration of our Country; and

WHEREAS, September 17, 2023, marks the 236th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th – 23rd as Constitution Week.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of September 17 through September 23, 2023, as:

Constitution Week

and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 5th day of September 2023.

MAYOR/COMMISSIONER

City Commission Meeting & Budget Hearing - 5:05 pm **6. b.**

Meeting Date: 09/05/2023

Re: Childhood Cancer

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Childhood Cancer

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Childhood Cancer

Form Review

Form Started By: Latoya Ransom Started On: 08/14/2023 12:30 PM

Final Approval Date: 08/14/2023

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, City of Fort Pierce would like to recognize the month of September as National Childhood Cancer Awareness Month to honor those children whose lives have been irrevocably impacted by this terrible illness, and to strengthen the nation search for a cure; and

WHEREAS, each year tens of thousands of children face the battle of cancer with incredible bravery and inspiring hope; and

WHEREAS, while progress against some childhood cancer has been made, cure rate for many forms of Childhood Cancer remain less than 50% with the incidence of Childhood Cancers increasing at a more rapid rate than any other groups; and Gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

WHEREAS, this disease not only affects the child diagnosed with cancer, but also their entire support network of devoted parents, loved ones and friends; and

WHEREAS, the City of Fort Pierce recognizes the devastating impact that this disease has on members of our community and the importance of increased research on Childhood Cancer; and

WHEREAS, this month we recognize that these burdens are shared by countless dedicated healthcare professionals, organizations, charities, and parent advocacy groups which support patients and families by offering advice, encouragement, hope and financial assistance, and work tirelessly to lift the spirts of children suffering from cancer.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of September as:

CHILDHOOD CANCER AWARENESS MONTH

in the City of Fort Pierce and encourage our citizens to join with their communities to support cancer patients, survivors, their families, and caregivers; to remember the lives of those we have lost; and encourage those who are working to improve survival rates and treatments.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 5th day of September 2023.

MAYOR/COMMISSIONER

City Commission Meeting & Budget Hearing - 5:05 pm **6. c.**

Meeting Date: 09/05/2023

Re: Treasure Coast Day of Prayer

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Treasure Coast Day of Prayer

Attachments

Treasure Coast Day of Prayer

Form Review

Form Started By: Latoya Ransom Started On: 08/11/2023 09:40 AM

Final Approval Date: 08/11/2023

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, A National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775, and the United States Congress in 1952 approved as a Joint Resolution "That the President shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation at churches and other houses of worship, in groups and as individuals; and

WHEREAS, the Treasure Coast Christian Alliance is an organization of people from every walk of life, from different denominations and cultures, joining together in prayer for various gatherings and dinners; and

WHEREAS, the Treasure Coast Christian Alliance seeks to unite business, civic and ministry leaders together in one accord to serve the people of the Treasure Coast; and

WHEREAS, the Treasure Coast Christian Alliance is establishing the Treasure Coast Day of Prayer to be held on the 4th Thursday in September; and

WHEREAS, leaders and residents of the Treasure Coast are invited to join in prayer, if they so choose, seeking divine guidance, strength, protection and comfort from God.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim September 28, 2023 as:

Treasure Coast Day of Prayer

and encourage all residents of all faiths to celebrate the day in the way in which they find most profoundly meaningful in their connection to the God we worship and serve.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 5th day of September, 2023.

MAYOR/COMMISSIONER

City Commission Meeting & Budget Hearing - 5:05 pm **7. a.**

Meeting Date: 09/05/2023

Re: Email from J. Martin-Sorrentino

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Jennifer Martin-Sorrentino, Co-Founder of Rescue Rebels by Cash 4 Canines, expressing her gratitude for Summer Rulapaugh, the Animal Shelter Operations Manager, going over and way beyond for Kai, the German Shepherd they rescued.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/25/2023 03:17 PM

Form Started By: Jennifer Robinson Started On: 08/25/2023 01:11 PM

Final Approval Date: 08/25/2023

From: Rescue Rebels <rescue.rebels@yahoo.com>
Sent: Tuesday, August 15, 2023 9:47 PM
To: Linda Hudson <LHudson@cityoffortpierce.com>; Nick Mimms <nmimms@cityoffortpierce.com>; Jeremiah Johnson <jjohnson@cityoffortpierce.com>; tperona@cityoffortpierce.com <tperona@cityoffortpierce.com>; Curtis Johnson <cjohnson@cityoffortpierce.com>; Peggy Arraiz <parraiz@cityoffortpierce.com>; Summer Rulapaugh <srulapaugh@cityoffortpierce.com>
Subject: Summer / Kai

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 Evening,

I am with Rescue Rebels by Cash 4 Canines and we are the rescue that took Kai in under our wings. We watched him from the beginning and just knew that this was a dog that one day would thrive and so deserved the second chance that he has been given.

I cannot begin to express my gratitude for Summer and all that she made possible for Kai. She went over and way beyond and ultimately Kai has a second chance at a happily ever after because of Summer and your shelter. I want to commend you all for doing what I wish so many more could. Shelters are scary for dogs and even more so for German Shepherd's, if more were given the opportunity to be worked with so many more could and would have the opportunity that Kai now does.

Thank you for all that you have done. Kai has a wonderful life ahead all because someone cared enough to go that extra mile.

Warmest Regards,

Jennifer Martin-Sorrentino
Co-Founder
Rescue Rebels by Cash 4 Canines
Cash 4 Canines,Inc.
Non Profit 501c3 Organization
http://www.rescuerebels.org
Like us on Facebook
www.facebook.com/cash4canines/

Sent from Yahoo Mail. Get the app

City Commission Meeting & Budget Hearing - 5:05 pm **7. b.**

Meeting Date: 09/05/2023

Re: Email from Davida Margolin

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Davida Margolin sent an email that expresses deep gratitude for the operation of Fort Pierce Animal Adoption Center and Summer Rulapaugh, the shelter's Operations Manager.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/25/2023 03:17 PM

Form Started By: Jennifer Robinson Started On: 08/25/2023 01:21 PM

Final Approval Date: 08/25/2023

From: Davida <davida.margolin@gmail.com>
Sent: Wednesday, August 16, 2023 10:40 AM
To: Nick Mimms <nmimms@cityoffortpierce.com>; Jeremiah Johnson <jjohnson@cityoffortpierce.com>; Tperona@cityoffortpierce.com <Tperona@cityoffortpierce.com>; Curtis Johnson <cjohnson@cityoffortpierce.com>; Linda Hudson <LHudson@cityoffortpierce.com>; Peggy Arraiz <parraiz@cityoffortpierce.com>
Subject: Many Thanks

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. .

Dear City of Fort Pierce,

I am writing once again to express my deep gratitude for the support the city has shown to the shelter on Savannah Ave, and the manager there, Summer Rulapaugh (I do not know her exact title but, it should be, in my opinion, the highest title someone can achieve there). I am delighted to see Summer implement methods that are "outside the box" in order to salvage redeemable dogs who have been failed by others prior, and have suffered consequences through no fault of their own.

I think the community sees the local shelter as a place where animals benefit and are treated with grace by caring staff. The word "shelter" gives that impression. Somewhere along the way many shelters changed their names to Animal Control, which tends to mean a whole new way of thinking of things, often at the expense of the animal. Yes, I am dancing around the issue but we all know that I mean ridiculous requirements and expectations of pets/strays who have been faced with horrific circumstances and yet are expected to act unscathed. Anything short of some bar set is met with that animal facing euthanasia without so much as a moment to unwind and reveal true colors. For some animals it just means a modicum of kindness and healing begins almost immediately, others take time and considerable efforts.

When the locale learns that their local shelter is suspected of mass euthanasia, animal mistreatment and similar, trust is lost and things can get very heated, with extreme loss of faith and trust in government practices. And I can tell you from experience, the reputation that has always been whispered about the newly called Fort Pierce Animal Adoption Center (formerly Sunrise and other names as well) in recent years has been difficult to process and horrific to hear. However, I see that changing. I am seeing more and more rescues reaching out to help the shelter and to work with the staff. More importantly I see the staff, lead by Summer, also reaching out and making new connections with rescues in the area and beyond. Summer is saving animal lives. Exactly what tax payers want from their shelters. They want to hear things to make them proud of what is being done in their community…and they are learning that things are changing and have changed. I just fervently hope the city continues to support these efforts. In the long run it pays off…trust from the community is a whole lot easier and profitable and happier than when the community has questions, mistrust and fear about what is going on behind closed doors.

I am sure you are all familiar with local canine "celebrity" Kai. Kai was a young solid black German Shepherd who ended up at the shelter many months ago. I believe he was combative and brought in using a "choke pole" and was acting out extremely aggressively. Basically he would let no one near him safely. Yet Summer saw something in him, and she called me to take a look at him. I am used to seeing GSDs in shelters, and the anecdote about shepherds presenting the WORST in shelters out of any breed, rang true for Kai. He lunged at the kennel fencing and barked furiously, ferociously. Most people would very afraid and label him as aggressive or worse, yet I saw what Summer saw in him, a young dog with zero manners and a lot of fear. When I spoke to Kai he calmed down momentarily, and took treats very gently through the chain link separating us. I called in a trainer friend, Jon, who professionally evaluated Kai to see if he thought he could work with him. I was so happy to hear Jon use his expression about dogs he knows he can help when he said (meaning Kai), "He has a nice look in his eyes". Jon has been training dogs, mostly problem cases for over 35 years and he can read these animals very well. It took months of training to get Kai ready to be handled by others…but only

I because Jon could get to see him only once a week or once every two weeks as he has to travel 90 minutes to get to the shelter. Jon said had Kai been in a facility to work with him every day, he would have been ready for rescue and foster in a matter of only a few days most likely. Jon, with the encouragement of Summer, not only worked with Kai but more importantly worked with shelter staffers so THEY could learn how to work with dogs like Kai, who need a little extra. That is a brilliant way to handle situations like these, Kai will not be the only difficult dog who will come in to the facility. The staff really seemed to like learning and everyone worked as a team to make sure Kai was handled by everyone. Kai caught the attention of a very well respected rescue early on, but they could not take him until he was heartworm free, which is why it took months to get him out with rescue.

I cannot thank the staff, all of them, at FPAAC for working together to get Kai ready for life on the outside. Not just the training and allowing us to be there, but the medical treatment for heartworm, his neuter and probably most importantly, moving him out of C building and making him an office dog where he was able to interact with so many other people and dogs. Everyone working together saved this dog. As it should be. But that is NOT how this facility used to operate before Summer and people had very poor opinions of what was going on there, many refusing to ever work with the place again. I hope Kai's story will make people rethink about their prior views to give the place another chance.

I sincerely hope that the city sees what an absolute gem you have in Summer and allow her to continue to work towards making FPAAC as accommodating to dogs as it can be, with goals for No Kill status…there are so many foundations that can financially help to achieve those goals but needs commitment from everyone inside and those governing outside the facility. I hope Kai's story makes you happy. I hope that hearing that people are impressed makes you proud. I hope you realize how much this is appreciated by so many. Thank you!

Respectfully,
Davida Margolin

Davida L. Margolin
Faculty Lecturer
BMS 407 - GERMS 101
Molecular, Cellular and Biomedical Sciences
College of Life Sciences and Agriculture
Rudman 287
University of New Hampshire
Durham, NH 03824
Former Faculty Advisor - UNH Animal Welfare Alliance
Former Outreach and Communications for Shepherds Beyond Borders German Shepherd Rescue of Maine

City Commission Meeting & Budget Hearing - 5:05 pm **7. c.**

Meeting Date: 09/05/2023

Re: Email from Pete Sweeney

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Pete Sweeney sent an email in appreciation of Kev Freeman's leadership of the Planning Department as Director, and for the time, help, and guidance provided by the Planning Team members.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/25/2023 03:17 PM

Form Started By: Jennifer Robinson Started On: 08/25/2023 01:15 PM

Final Approval Date: 08/25/2023

From: Peter Sweeney <psweeney@blockscarpa.com>
Sent: Friday, August 25, 2023 9:30 AM
To: Kevin Freeman <kfreeman@cityoffortpierce.com>; Vennis Gilmore <vgilmore@cityoffortpierce.com>; Maria Lewicka <mlewicka@cityoffortpierce.com>; Ryan Altizer <raltizer@cityoffortpierce.com>; Kerry Charles <kcharles@cityoffortpierce.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>
Subject: Thank you

Kev and Planning Team members,

Thank you for your time, help and guidance with the meeting on Wednesday with Mr. D'Addesi. Since your time as the Planning Director, I have been impressed with the approach and commitment of you and your staff to listen, work with and help applicants with development projects. It is much appreciated by those in the development community and speaking for myself, I am glad and thankful for this change.

I look forward to continuing to work with you and your team on projects going forward. I hope all of you have a nice weekend.

Thank you,

Pete

Peter J. Sweeney, Jr.

Partner
Block & Scarpa
Attorneys-at-Law
www.blockscarpa.com
601 21st Street, Suite 401
Vero Beach, FL 32960
Phone: 772-794-1918
Fax: 772-567-4477
Email: psweeney@blockscarpa.com

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City Commission Meeting & Budget Hearing - 5:05 pm **7. d.**

Meeting Date: 09/05/2023

Re: Voice Message from Vincent Clow

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Vincent Clow left a voice message complimenting Code Enforcement Officer Larry Stephens for his exceptional customer service in resolving an issue.

Attachments

Transcription

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/30/2023 11:02 AM

Form Started By: Jennifer Robinson Started On: 08/29/2023 10:39 AM

Final Approval Date: 08/30/2023

Transcription of Voice Message from Vincent Clow

Hi. My name is Vincent Clow, and I don't normally make response calls like this, but I need to compliment you on your staff. I was involved somehow in an altercation with somebody at the little Seaway Drive beach, my little boy and I,,,, and,,,, Yeah, Sunday. And one of your code enforcement agents, I walked down the beach a little bit and asked him to step up, and he did.

And he was very, very, very helpful in addressing the problem in a very respectful way. I wish I knew his name. I don't. But he was a black gentleman with a beard, kind of a young guy in a City of Fort Pierce truck. So once again, I'd just like to say my compliments to your staff and the training that you put them through.

Thanks again.

City Commission Meeting & Budget Hearing - 5:05 pm

9. a.

Meeting Date: 09/05/2023

Re: Millage Rate

SUBJECT:

Mayor to announce the tentative millage rate which is 6.9; the millage rate exceeds the roll-back rate (6.2244), by 10.85%.

Form Review

Form Started By: Linda Cox Started On: 08/08/2023 01:19 PM

Final Approval Date: 08/08/2023

City Commission Meeting & Budget Hearing - 5:05 pm

9. b.

Meeting Date: 09/05/2023

Re:

SUBJECT:

Overview of the proposed budget - Johnna Morris, Finance Director

Attachments

budget

Form Review

Form Started By: Linda Cox Started On: 08/08/2023 01:19 PM

Final Approval Date: 08/08/2023

THE SUNRISE CITY

FORT PIERCE

Florida

FY 2023/2024

PROPOSED OPERATING BUDGET

Proposed Budget for Fiscal Year 2023/24

GENERAL FUND - REVENUE DETAIL

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Taxes					
311 10	Current Ad Valorem	$ 18,005,932	$ 19,465,729	$ 23,225,539	$ 27,202,717
311 15	Ad Valorem Adjustment Amount	0	0	(1,161,277)	(1,360,136)
311 20	Delinquent Ad Valorem	54,402	24,513	50,000	40,000
312 31	Local Option Gas Tax	1,297,480	1,378,053	1,350,000	1,380,000
312 32	New Local Option Gas Tax	894,899	964,681	950,000	975,000
314 10	Public Service Electricity	2,479,292	2,565,567	2,550,000	2,650,000
314 11	Electricity FPL	443,226	464,395	450,000	475,000
314 20	Telecommunications Tax	1,265,712	1,279,478	1,275,000	1,285,000
314 30	Public Service Water	373,638	383,573	375,000	375,000
319 10	Misc. Taxes	853	923	900	900
	Total Taxes	$ 24,815,435	$ 26,526,912	$ 29,065,162	$ 33,023,481
Licenses and Permits					
321 20	Business Tax Receipts	$ 324,773	$ 294,465	$ 341,000	$ 325,000
323 10	Planning & Zoning Fees	292,435	397,272	150,000	250,000
323 30	Amendments	54,379	52,849	25,000	45,000
323 60	Sign Fees	6,790	5,455	6,500	6,500
323 90	Miscellaneous	132,065	132,130	75,000	130,000
329 10	Animal Licenses	12,590	12,282	10,000	12,000
329 20	Lot Clearing Permits	2,337	5,231	1,000	2,500
329 92	Vendor Permit/Application Fees	600	350	600	400
329 93	Vendor Permit Fees	612	300	600	400
329 99	Other Licenses/Permits	16,732	16,803	10,000	15,000
	Total Licenses and Permits	$ 843,313	$ 917,137	$ 619,700	$ 786,800
Intergovernmental Revenues					
331 50	Disaster Relief/Federal	$ 22,177	$ 71,819	$ 0	$ 0
334 20	Public Safetey, Transportation, other Ste	36,839	681,246	0	0
334 50	Disaster Relief/State	0	11,970	0	0
334 51	American Rescue Plan	0	0	500,000	1,000,000
335 12	State Revenue Sharing	1,636,818	2,102,740	1,675,000	2,000,000
335 13	Half Cent Sales Tax	2,348,920	2,722,204	2,350,000	2,600,000

Proposed Budget for Fiscal Year 2023/24

GENERAL FUND - REVENUE DETAIL

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Intergovernmental Revenues contd.					
335 14	Mobile Home License	57,032	63,333	50,000	55,000
335 15	Beverage License	46,081	53,767	55,000	55,000
335 16	Infrastructure Sales Tax	2,171,741	2,644,418	2,300,000	2,650,000
335 22	Casualty Premium Tax	435,343	453,086	445,000	455,000
335 41	Fuel Tax Refund	47,532	50,498	50,000	50,000
338 20	County Shared Occup. License	58,310	56,039	60,000	55,000
339 10	Payments in Lieu of Tax-Hsg Auth	29,961	33,706	34,000	34,000
	Total Intergovernmental Rev.	$ 6,890,754	$ 8,944,827	$ 7,519,000	$ 8,954,000
Charges for Services					
341 30	Sale Maps and Publications	$ 0	$ 50	$ 50	$ 50
341 40	Certified Copying & Rec Search	62,044	69,600	55,000	55,000
341 41	Reproduction-City Hall	9,354	9,056	9,500	9,500
341 42	Application Fee	23,077	23,291	20,000	20,000
341 90	Investigative Surcharge	39,173	25,129	30,000	30,000
341 91	Jury Duty and Fees	0	640	100	100
341 92	Qualifying Fees	765	1,065	0	0
343 91	Lot Clearing-Admin. Charge	13,906	22,418	15,000	15,000
343 92	Rotation Towing-Admin. Charge	28,844	31,750	30,000	30,000
344 50	Parking Fines	38,534	102,583	55,000	75,000
344 51	Traffic Fines	33,269	31,193	35,000	32,000
345 90	Vacation Rental	2,343	148,557	100,000	75,000
347 40	Community Center/Bus. Social	75,330	106,848	75,000	100,000
347 42	Comm. Center Special Events	20,302	28,949	25,000	30,000
347 44	Comm. Center Rental Fees	28,813	28,170	30,000	30,000
347 48	Comm. Center Events	15,925	15,065	15,000	15,000
347 49	Comm. Center Insurance & Other	4,741	11,600	7,500	7,500
347 92	Youth Activity Funds	66,216	90,922	70,000	70,000
	Total Charges for Services	$ 462,635	$ 746,885	$ 572,150	$ 594,150
Fines and Forfeitures					
351 10	Court Fines	$ 1,114	$ 2,442	$ 2,500	$ 2,500
351 30	Police Education	6,057	5,485	6,000	6,000
354 10	Alarm Permit Violations	126,695	151,675	120,000	140,000

Proposed Budget for Fiscal Year 2023/24

GENERAL FUND - REVENUE DETAIL

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Fines and Forfeitures contd.					
354 20	License Penalties	8,725	5,847	9,000	9,000
354 30	Animal Control	7,859	8,716	6,500	7,500
354 50	Property Code Violations	97,010	68,318	100,000	100,000
	Total Fines & Forfeitures	$ 247,460	$ 242,484	$ 244,000	$ 265,000
Miscellaneous Revenues					
361 10	Interest on Investments	$ 28,324	$ 1,252	$ 15,000	$ 15,000
361 33	Other Interest Earnings	3,463	1,386	3,500	3,500
362 13	Rent - Little Jim	26,599	27,882	26,831	28,000
362 14	Rent - Old City Hall/Sunrise Center	22,500	42,716	0	45,000
362 15	Misc. Rental	1,545	3,310	3,000	3,000
363 10	Liens	79,039	75,439	75,000	75,000
363 30	Demolition Liens	0	15,546	0	0
363 40	Lot Clearing	29,768	57,352	40,000	40,000
363 50	Interest on Assessments	28	55	75	75
363 60	Emergency Repair Liens	13,430	3,347	6,000	6,000
364 41	Sale of Surplus Equipment	47,653	37,142	30,000	30,000
365 10	Sale of Scrap	0	0	0	0
366 90	Other Contributions/Donations	18,740	8,846	500	500
367 00	Gain/Loss on Sale of Investments	422	(5039)	0	0
369 31	Reimbursement of Expenditures	297,493	469,296	275,000	275,000
369 32	Purchasing Card Rebate	45,551	39,885	50,000	50,000
369 34	Wellness Program	30,000	20,000	1,700	1,700
	Reimbursement Contractual Services				
369 43	Community Dev. Block Grant	96,095	0	0	0
369 45	Stormwater	323,173	383,043	700,000	700,000
369 46	Golf Course	33,000	33,000	33,000	33,000
369 47	Sunrise Theatre	33,000	33,000	33,000	33,000
369 49	Accidents	0	0	0	0
369 50	Other Misc Revenues	2,696	19,967	3,000	3,000

GENERAL FUND - REVENUE DETAIL

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Miscellaneous Revenues contd.					
	Administrative Reimbursement				
369 51	Ft. Pierce Redevelopment Agcy	145,000	175,000	175,000	175,000
369 52	Marina	45,000	48,750	45,000	45,000
369 53	Solid Waste	80,000	80,000	80,000	80,000
369 55	Retirement & Benefit System	165,000	180,000	189,000	207,900
369 59	Police Department/Detail Work	5,588	94,792	70,000	70,000
369 61	Building Department	275,000	275,000	300,000	300,000
	Other Miscellaneous Reimbursements				
369 57	St. Lucie County	107,088	15,752	80,000	147,000
369 60	State of Florida	513,164	529,227	550,000	560,000
369 71	Keep Ft. Pierce Beautiful	15,000	0	15,000	15,000
369 85	Settlement of Claims	68,176	77,623	50,000	50,000
369 90	Other Misc. Revenues	9,173	65,987	10,000	10,000
	Total Miscellaneous Revenues	$ 2,559,865	$ 2,809,556	$ 2,859,606	$ 3,001,675
Interfund Transfers					
381 23	Special Revenue Fund	$ 0	$ 0	$ 0	$ 0
381 89	Restricted Fund	132,073	2,830,767	626,000	250,000
381 91	FPRA	3,236,684	3,318,097	3,845,404	3,852,365
381 94	Solid Waste	0	80,000	38,055	0
381 95	Building	7,364	7,331	4,455	0
	Total Interfund Transfers	$ 3,376,121	$ 6,236,195	$ 4,513,914	$ 4,102,365
Contribution from Enterprise Funds					
382 10	Electricity	$ 4,108,062	$ 4,146,534	$ 4,138,584	$ 4,784,328
382 20	Water	1,143,515	1,166,328	1,210,206	1,657,800
382 30	Gas	252,956	283,326	293,910	343,176
382 40	Sewer	815,402	851,580	873,264	1,195,164
382 41	UA Other	22,510	76,640	3,150	4,500
382 50	Solid Waste Transfer	511,100	930,713	825,000	500,000
382 55	Golf Course Transfer	0	0	0	0
382 60	Marina Transfer	250,000	250,000	275,000	275,000
	Total Contribution from Enterprise	$ 7,103,545	$ 7,705,121	$ 7,619,114	$ 8,759,968

Proposed Budget for Fiscal Year 2023/24

GENERAL FUND - REVENUE DETAIL

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Installment Purchases					
383 00	Loan Proceeds	$ 0	$ 0	$ 0	$ 0
383 10	Capital Lease Proceeds	0	0	0	0
	Total Installment Purchases	$ 0	$ 0	$ 0	$ 0
	Total Revenue	$ 46,299,129	$ 54,129,117	$ 53,012,646	$ 59,487,439
	Appropriated Fund Balance	0	0	0	0
	Restricted Revenue	(400,000)	(400,000)	(600,000)	(600,000)
	Unrestricted Fund Balance	(680,025)	(1,626,067)	0	0
TOTAL GENERAL FUND RESOURCES		**$ 45,219,104**	**$ 52,103,050**	**$ 52,412,646**	**$ 58,887,439**

Budget for Fiscal Year 2023/24

PERSONNEL SERVICES COST BY DEPARTMENT/DIVISION

	Department/Division	2023 Funded Positions	2024 Funded Positions	Salaries	Overtime	FICA	Retirement	Life/Health Insurance	Dental Insurance	Workers' Comp	Total
General Fund											
10 00	City Commission	5	5	$165,360	$0	$14,716	$21,915	$59,384	$1,788	$248	$263,410
13 00	City Manager	7	7	657,633	0	50,722	81,712	86,241	3,950	986	881,245
14 00	City Attorney	5	5	530,837	0	41,022	93,215	57,710	2,761	637	726,183
16 00	City Clerk	5	5	325,645	0	25,325	57,183	54,524	2,752	488	465,917
22 00	Human Resources	5	5	338,321	0	26,295	43,072	54,524	2,337	507	465,056
24 00	Finance	11	11	849,618	6,000	65,868	127,608	123,367	6,109	1,284	1,179,854
25 00	Information Technology	12	13	1,000,592	15,000	78,106	178,338	171,833	7,971	1,525	1,453,364
26 00	Purchasing	4	4	259,380	0	19,843	35,518	29,277	1,145	389	345,552
29 01	Planning	7	7	533,302	0	41,211	93,648	80,357	3,312	800	752,629
29 03	Code Enforcement	15	14	738,398	10,000	57,666	131,419	143,640	5,808	17,534	1,104,464
30 00	Police (Combined)	166	174	11,483,853	600,000	924,119	1,890,724	2,020,566	87,475	333,788	17,340,525
40 00	Public Works (Combined)	66	66	3,219,346	75,076	252,023	500,741	724,321	33,452	146,978	4,951,937
44 00	Engineering	9	10	851,243	5,000	66,329	92,324	132,375	5,503	16,720	1,169,494
45 04	Leisure Services	6	6	258,028	0	19,739	45,310	44,558	1,737	3,116	372,487
60 00	Administrative	0	0	0	0	0	0	100,800	0	0	100,800
	General Fund Total	**323**	**332**	**$21,211,557**	**$711,076**	**$1,682,982**	**$3,392,726**	**$3,883,477**	**$166,099**	**$525,001**	**$31,572,919**
Enterprise & Special Revenue Funds											
29 02	Building Inspections	29	29	1,768,112	5,000	136,056	311,358	312,576	13,154	33,805	2,580,061
30 05	Police Grants	10	4	245,329	5,000	19,150	28,828	34,929	1,145	2,942	337,322
30 07	Police Grants/FPRA	5	5	296,650	5,000	23,076	51,069	43,554	2,758	9,381	431,488
40 07	Animal Shelter	14	12	394,538	0	30,182	69,281	97,461	3,796	4,933	600,191
41 00	Marina	8	11	586,910	5,000	45,694	94,628	106,993	4,181	12,835	856,240
42 00	Solid Waste	39	43	2,311,140	50,000	180,325	345,162	470,525	20,475	85,718	3,463,345
45 00	Golf Course	4	4	275,601	0	21,083	48,396	43,456	1,788	4,024	394,348
46 00	Sunrise Theatre	4	5	367,327	5,000	28,896	65,381	66,481	2,759	5,436	541,281
90 00	CDBG	5	5	309,315	0	23,701	54,403	29,375	1,145	465	418,404
94 00	FPRA	0	0	0	0	0	0	0	0	0	0
	Enterprise Funds Total	**118**	**118**	**6,554,921**	**75,000**	**508,164**	**1,068,507**	**1,205,351**	**51,199**	**159,539**	**9,622,681**
	TOTAL ALL FUNDS	**441**	**450**	**$27,766,478**	**$786,076**	**$2,191,147**	**$4,461,233**	**$5,088,828**	**$217,298**	**$684,540**	**$41,195,600**

Proposed Budget for Fiscal Year 2023/24

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
City Commission					
10 00	Personnel Services	$ 208,280	$ 211,213	$ 226,093	$ 263,410
	Operating Expense	39,816	42,728	56,304	56,304
	Capital Outlay	1,029	2,537	0	0
		$ 249,125	$ 256,478	$ 282,397	$ 319,714
City Manager					
13 00	Personnel Services	$ 841,556	$ 912,906	$ 844,173	$ 881,245
	Operating Expense	63,166	40,226	60,975	61,500
	Capital Outlay	519	0	0	0
		$ 905,241	$ 953,132	$ 905,148	$ 942,745
City Attorney					
14 00	Personnel Services	$ 407,776	$ 441,311	$ 645,490	$ 726,183
	Operating Expense	211,804	71,444	155,000	132,600
	Capital Outlay	0	665	0	0
		$ 619,580	$ 513,420	$ 800,490	$ 858,783
City Clerk					
16 00	Personnel Services	$ 257,089	$ 355,002	$ 422,667	$ 465,917
	Operating Expense	69,006	88,377	34,015	44,890
	Capital Outlay	0	0	0	0
		$ 326,095	$ 443,379	$ 456,682	$ 510,807

Proposed Budget for Fiscal Year 2023/24

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Human Resources					
22 00	Personnel Services	$ 399,405	$ 465,921	$ 547,898	$ 465,056
	Operating Expense	70,118	62,651	83,275	83,350
	Capital Outlay	3,882	574	0	0
		$ 473,404	$ 529,146	$ 631,173	$ 548,406
Finance					
24 00	Personnel Services	$ 883,035	$ 914,524	$ 1,115,294	$ 1,179,854
	Operating Expense	39,495	91,629	51,700	63,400
	Capital Outlay	0	6,950	0	0
		$ 922,530	$ 1,013,103	$ 1,166,994	$ 1,243,254
Information Technology					
25 00	Personnel Services	$ 718,228	$ 806,289	$ 1,171,616	$ 1,453,364
	Operating Expense	658,319	934,373	940,875	1,204,875
	Capital Outlay	4,639	6,440	0	5,000
		$ 1,381,187	$ 1,747,102	$ 2,112,491	$ 2,663,239
Purchasing					
26 00	Personnel Services	$ 299,900	$ 320,001	$ 346,035	$ 345,552
	Operating Expense	16,320	13,614	30,315	30,550
	Capital Outlay	0	0	0	0
		$ 316,220	$ 333,615	$ 376,350	$ 376,102
Planning					
29 01	Personnel Services	$ 545,431	$ 513,879	$ 711,614	$ 752,629
	Operating Expense	48,662	94,271	85,900	112,900
	Capital Outlay	0	0	0	2,500
		$ 594,093	$ 608,150	$ 797,514	$ 868,029

Proposed Budget for Fiscal Year 2023/24

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Community Response/Code Enforcement					
29 03	Personnel Services	$ 826,185	$ 914,760	$ 1,053,496	$ 1,104,464
	Operating Expense	439,368	646,581	973,835	441,400
	Capital Outlay	4,829	16,665	0	0
		$ 1,270,383	$ 1,578,006	$ 2,027,331	$ 1,545,864
Police					
Combined	Personnel Services	$ 13,553,989	$ 14,550,659	$ 15,496,810	$ 17,340,525
	Operating Expense	1,555,415	3,012,975	1,492,000	1,802,750
	Capital Outlay	133,439	1,414,131	0	0
		$ 15,242,844	$ 18,977,765	$ 16,988,810	$ 19,143,275
Public Works/Director					
40 02	Personnel Services	$ 61,155	$ 65,023	$ 69,395	$ 76,021
	Operating Expense	85,175	91,096	71,960	91,160
	Capital Outlay	0	553	0	0
		$ 146,330	$ 156,672	$ 141,355	$ 167,181
Public Works/Fleet Maintenance					
40 03	Personnel Services	$ 551,408	$ 683,300	$ 791,953	$ 854,915
	Operating Expense	35,249	66,431	34,600	42,350
	Capital Outlay	1,437	0	0	0
		$ 588,094	$ 749,731	$ 826,553	$ 897,265
Public Works/Facilities Maintenance					
40 04	Personnel Services	$ 547,418	$ 804,552	$ 846,970	$ 900,470
	Operating Expense	457,816	639,096	405,500	532,500
	Capital Outlay	12,240	25,471	0	0
		$ 1,017,474	$ 1,469,119	$ 1,252,470	$ 1,432,970

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Public Works/Parks & Grounds					
40 05	Personnel Services	$ 1,546,522	$ 1,710,278	$ 1,720,638	$ 1,743,876
	Operating Expense	876,793	1,104,788	810,500	926,500
	Capital Outlay	0	0	0	0
		$ 2,423,315	$ 2,815,066	$ 2,531,138	$ 2,670,376
Public Works/Streets & Drainage					
40 06	Personnel Services	$ 1,069,036	$ 1,193,772	$ 1,334,409	$ 1,376,655
	Operating Expense	965,102	1,215,722	1,088,350	1,240,000
	Capital Outlay	0	0	0	0
		$ 2,034,138	$ 2,409,494	$ 2,422,759	$ 2,616,655
Engineering					
44 00	Personnel Services	$ 862,988	$ 902,980	$ 1,144,974	$ 1,169,494
	Operating Expense	404,929	339,250	499,750	538,570
	Capital Outlay	0	0	0	0
		$ 1,267,917	$ 1,242,230	$ 1,644,724	$ 1,708,064
Riverwalk Center					
45 04	Personnel Services	$ 185,911	$ 210,404	$ 324,244	$ 372,487
	Operating Expense	148,302	298,076	186,850	253,850
	Capital Outlay	0	0	0	0
		$ 334,213	$ 508,480	$ 511,094	$ 626,337

Proposed Budget for Fiscal Year 2023/24

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Administrative					
60 00	Personnel Services	$ 651,093	$ 656,037	$ 545,800	$ 555,800
	Operating Expense	5,704,034	6,257,819	7,157,889	9,109,527
	Capital Outlay	3,373,320	2,784,693	2,825,000	3,975,000
	Grants and Aid	188,021	315,183	343,000	448,000
	Non-Oper. Transfer	5,190,454	5,785,229	5,665,485	5,660,044
		$ 15,106,922	$ 15,798,961	$ 16,537,174	$ 19,748,371
All Departments					
	Personnel Services	$ 24,416,405	$ 26,632,812	$ 29,359,568	$ 32,027,919
	Operating Expense	11,888,890	15,111,146	14,219,593	16,768,976
	Capital Outlay	3,535,334	4,258,679	2,825,000	3,982,500
	Grants and Aid	188,021	315,183	343,000	448,000
	Non-Oper. Transfer	5,190,454	5,785,229	5,665,485	5,660,044
TOTAL GENERAL FUND EXPENDITURES		**$ 45,219,104**	**$ 52,103,050**	**$ 52,412,646**	**$ 58,887,439**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department: City Commission
Fund/Division Number: 1000	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level					
	Mayor/Commissioner	1	1	1	1
	Commissioners	4	4	4	4
	Total Budgeted Staffing Level	5	5	5	5

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages-Mayor	$ 35,075	$ 36,301	$ 36,301	$ 40,560
1010	Salaries and Wages-Commissioners	103,676	103,499	111,259	124,800
1030	Accrued Compensation	0	0	0	0
2010	FICA	11,802	11,506	13,354	14,716
2020	Retirement Contributions	17,354	17,756	19,059	21,915
2030	Life & Health Insurance	38,292	39,801	44,104	59,384
2035	Dental Insurance	1,818	2,022	1,780	1,788
2040	Workers' Compensation	262	329	236	248
	Total Personnel Services	$ 208,280	$ 211,213	$ 226,093	$ 263,410
Operating Expense					
4010	Car Allowance	$ 20,300	$ 19,950	$ 27,000	$ 27,000
4030	Conferences	5,155	9,848	15,000	15,000
4110	Communications	9,176	7,739	9,000	9,000
4120	Freight and Postage	257	26	100	100
4675	Software Maintenance	48	0	0	0
4710	Reproduction	0	0	59	59
4810	Advertising	0	0	1,695	1,695
4990	Miscellaneous Expense	237	939	1,500	1,500
5110	Office Supplies	3,799	1,520	500	500
5150	Miscellaneous Equipment	0	214	0	0
5250	Uniforms	370	721	750	750
5410	Books, Pubs, Subscriptions & Mbrshp	475	1,771	700	700
	Total Operating Expense	$ 39,816	$ 42,728	$ 56,304	$ 56,304
Capital Outlay					
6410	Office Equipment & Machinery	$ 1,029	$ 2,537	$ 0	$ 0
	Total Capital Outlay	$ 1,029	$ 2,537	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 249,125**	**$ 256,478**	**$ 282,397**	**$ 319,714**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department: City Manager
Fund/Division Number: 1300	Division:

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
City Manager	1	1	1	1
Executive Assist/City Manager	1	1	1	1
Economic Development Manager	1	1	1	1
Special Projects Coordinator	1	1	1	1
Redevelopment Specialist	0	0	2	2
Redevelopment Assistant	0	0	0	1
Administrative Assistant	1	1	1	0
Communication & Marketing Manager	1	1	0	0
Risk Management Admin. Specialist	1	1	0	0
Risk Manager	1	1	0	0
Marketing Specialist	1	1	0	0
Total Budgeted Staffing Level	9	9	7	7

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 593,017	$ 616,840	$ 589,162	$ 650,133
1030	Accrued Compensation	9,531	41,856	7,500	7,500
1040	Overtime	0	1,193	0	0
2010	FICA Taxes	43,340	47,318	45,943	50,722
2020	Retirement Contributions	101,030	109,653	101,951	81,712
2030	Life & Health Insurance	88,838	89,944	94,217	86,241
2035	Dental Insurance	4,682	4,765	4,447	3,950
2040	Workers' Compensation	1,117	1,337	952	986
	Total Personnel Services	$ 841,556	$ 912,906	$ 844,173	$ 881,245
Operating Expense					
3495	Temporary Employee Services	$ 718	$ 0	$ 0	$ 0
4010	Car Allowance	4,200	4,200	5,400	5,400
4020	Travel and Education	7,875	7,206	10,000	10,000
4030	Conferences	0	0	0	0
4110	Communications	13,123	10,914	9,500	11,000
4120	Freight and Postage	833	339	600	600
4410	Equipment Rental	3,319	3,289	5,000	5,000
4420	Vehicle	0	0	0	0
4650	Repairs & Maint. Service/Vehicle	0	0	0	0
4651	Vehicle Parts	124	117	200	250
4660	Equipment Maintenance	0	0	500	500

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	City Manager		
Fund/Division Number: 1300		Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4675	Software Maintenance	441	0	2,500	2,500
4720	Outside Printing	63	821	4,700	3,000
4810	Advertising	19,619	2,760	5,000	5,000
4990	Miscellaneous Expense	2,774	2,654	5,500	5,500
4990	Misc. Expense/Special Events	0	0	0	0
5110	Office Supplies	2,770	2,791	5,000	5,000
5120	EDP Supplies	160	0	0	0
5150	Misc. Equipment Expense	702	200	0	0
5210	Gas & Oil	97	506	875	950
5250	Uniforms	663	677	700	800
5410	Books, Pubs, Subscriptions & Mbrshp	5,687	3,751	5,500	6,000
	Total Operating Expense	$ 63,166	$ 40,226	$ 60,975	$ 61,500
Capital Outlay					
6410	Office Equipment & Machinery	$ 519	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 519	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 905,241**	**$ 953,132**	**$ 905,148**	**$ 942,745**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		**Department:**	**City Attorney**
Fund/Division Number: 1400		**Division:**	

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
City Attorney	1	1	1	1
Asst. City Attorney	2	1	1	1
Legal Secretary	1	1	1	1
Risk Manager	0	0	1	1
Risk Management Admin. Specialist	0	0	1	1
Total Budgeted Staffing Level	4	3	5	5

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 305,102	$ 324,082	$ 466,537	$ 528,837
1030	Accrued Compensation	2,417	0	2,000	2,000
2010	FICA Taxes	21,027	24,352	36,256	41,022
2020	Retirement Contributions	25,064	55,632	80,260	93,215
2026	Retirement Contributions/ICMA	11,060	0	0	0
2030	Life & Health Insurance	39,973	34,432	56,609	57,710
2035	Dental Insurance	2,632	2,255	3,145	2,761
2040	Workers' Compensation	501	558	682	637
	Total Personnel Services	$ 407,776	$ 441,311	$ 645,490	$ 726,183
Operating Expense					
3100	Professional Services	$ 0	$ 0	$ 0	$ 0
3120	Legal Fees	653	0	0	0
3121	Legal Fees-Civil Service/HR	0	0	0	0
3125	Trial Extra Ordinary Services	0	0	0	0
3135	Outside Labor Attorney	0	0	0	0
3136	Outside Attorney/Consultants	161,004	43,675	125,000	100,000
3490	Contractual Fees	20,359	343	0	0
3495	Temporary Employee Services	7	0	0	0
4010	Car Allowance	4,200	4,200	5,400	5,400
4020	Travel & Education	2,181	3,252	2,500	2,500
4030	Conferences	2,448	2,084	2,500	3,500
4110	Communications	6,444	5,213	4,000	6,000
4120	Freight and Postage	19	75	500	100
4410	Equipment Rental	112	288	0	0

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	City Attorney		
Fund/Division Number: 1400		Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	2,674	2,812	2,000	2,500
4720	Outside Printing	0	0	100	100
4810	Advertising	724	243	0	0
4990	Miscellaneous Expense	1,466	661	1,000	1,000
5110	Office Supplies	423	500	2,500	2,500
5120	EDP Supplies	56	0	500	0
5150	Miscellaneous Equipment	192	0	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	8,843	8,097	9,000	9,000
	Total Operating Expense	$ 211,804	$ 71,444	$ 155,000	$ 132,600
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 665	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 665	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 619,580**	**$ 513,420**	**$ 800,490**	**$ 858,783**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		**Department:**	**City Clerk**
Fund/Division Number: 1600		**Division:**	

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
City Clerk	1	1	1	1
Deputy City Clerk/Permit Specialist	3	3	3	3
Records Management Coordinator	0	0	1	1
Total Budgeted Staffing Level	4	4	5	5

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 176,222	$ 251,285	$ 302,685	$ 323,145
1030	Accrued Compensation	2,196	2,571	2,500	2,500
1040	Overtie	0	0	0	0
2010	FICA Taxes	13,112	19,357	23,760	25,325
2020	Retirement Contributions	29,680	43,560	52,278	57,183
2030	Life & Health Insurance	33,561	35,682	39,004	54,524
2035	Dental Insurance	1,932	1,974	1,952	2,752
2040	Workers' Compensation	387	573	488	488
	Total Personnel Services	$ 257,089	$ 355,002	$ 422,667	$ 465,917
Operating Expense					
3480	Election Fees	$ 0	$ 32,360	$ 0	$ 500
3490	Contractual Fees	913	441	750	4,750
3495	Temporary Employee Svcs.	36,050	15,207	0	0
4010	Car Allowance	4,200	4,200	5,400	5,400
4020	Travel and Education	1,950	5,636	6,000	6,000
4110	Communications	3,435	3,675	4,700	4,620
4120	Freight and Postage	3,255	3,178	3,000	3,000
4410	Equipment Rental	3,588	3,582	3,510	3,590
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	35	0	500	500
4720	Outside Printing	597	0	400	400
4810	Advertising	1,476	995	475	1,350

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	City Clerk		
Fund/Division Number: 1600		Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4960	Administrative Charges	9,875	11,780	6,000	12,000
4990	Miscellaneous Expenses	65	0	0	0
5110	Office Supplies	692	2,448	1,400	1,400
5120	EDP Supplies	957	39	1,000	500
5150	Misc. Equipment Expense	0	0	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	1,920	4,834	880	880
	Total Operating Expense	$ 69,006	$ 88,377	$ 34,015	$ 44,890
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 326,095**	**$ 443,379**	**$ 456,682**	**$ 510,807**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department: Human Resources
Fund/Division Number: 2200	Division:

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Human Resources Manager	1	1	1	1
Human Resources Generalist	0	1	1	1
Human Resources Coordinator	1	1	1	1
Human Resources Technician	1	1	1	1
Switchboard Operator	1	1	1	1
Executive Assistant	1	0	0	0
Total Budgeted Staffing Level	5	5	5	5

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 277,148	$ 333,134	$ 384,934	$ 335,321
1030	Accrued Compensation	14,770	5,178	3,000	3,000
1040	Overtime	0	53	0	0
2010	FICA Taxes	21,985	25,303	30,090	26,295
2020	Retirement Contributions	36,872	45,117	53,254	43,072
2030	Life & Health Insurance	45,676	53,698	73,329	54,524
2035	Dental Insurance	2,396	2,771	2,670	2,337
2040	Workers' Compensation	557	667	621	507
	Total Personnel Services	$ 399,405	$ 465,921	$ 547,898	$ 465,056
Operating Expense					
3120	Legal Fees	$ 6,693	$ 0	$ 12,500	$ 12,500
3180	Medical Services	20,678	21,880	30,000	30,000
3190	Consultant Fees	0	1,708	5,000	5,000
3490	Misc. Contractual Fees	0	0	500	500
3495	Temporary Employee Svcs.	13,804	270	0	0
4010	Car Allowance	4,200	4,200	5,400	0
4020	Travel and Education	768	2,030	5,000	10,000
4110	Communications	3,851	2,827	5,000	5,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Human Resources		
Fund/Division Number: 2200		Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4120	Freight and Postage	11	26	500	500
4410	Equipment Rental	4,143	6,960	4,000	4,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	10	0	0	0
4720	Outside Printing	833	1,488	1,000	100
4810	Advertising	0	0	500	500
4850	Service Awards	3,294	6,396	4,000	5,000
4990	Miscellaneous Expenses	1,437	4,695	1,000	2,000
5110	Office Supplies	5,849	4,368	2,000	3,000
5120	EDP Supplies	0	43	1,500	500
5150	Misc. Equipment Expense	127	0	900	500
5210	Gas & Oil	379	538	475	250
5410	Books,Pubs,Subscriptions & Mbrshp	4,041	5,222	4,000	4,000
	Total Operating Expense	$ 70,118	$ 62,651	$ 83,275	$ 83,350
Capital Outlay					
6410	Office Equip & Machinery	$ 3,882	$ 574	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 3,882	$ 574	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 473,404**	**$ 529,146**	**$ 631,173**	**$ 548,406**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department: Finance
Fund/Division Number: 2400	Division:

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Director of Finance	1	1	1	1
Chief Accountant	1	1	1	1
Accountant	1	1	1	1
Senior Accounting Analyst II	4	4	4	4
Payroll & Benefits Coordinator	1	1	1	1
Pension Analyst	1	1	1	1
Executive Assistant	1	1	1	1
Budget Analyst	0	0	1	1
Total Budgeted Staffing Level	10	10	11	11

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 613,807	$ 648,417	$ 774,400	$ 836,618
1030	Accrued Compensation	10,401	6,152	13,000	13,000
1040	Overtime	0	2,689	6,000	6,000
2010	FICA Taxes	45,193	48,742	60,649	65,868
2020	Retirement Contributions	98,826	104,228	125,739	127,608
2030	Life & Health Insurance	107,083	96,691	128,157	123,367
2035	Dental Insurance	6,582	6,156	6,089	6,109
2040	Workers' Compensation	1,143	1,450	1,260	1,284
	Total Personnel Services	$ 883,035	$ 914,524	$ 1,115,294	$ 1,179,854
Operating Expense					
3490	Misc. Contractual Fees	$ 3,183	$ 0	$ 0	$ 0
3495	Temporary Employee Svcs.	0	38,406	0	0
4010	Car Allowance	4,200	4,200	5,400	5,400
4020	Travel and Education	925	11,128	10,000	13,000
4110	Communications	9,367	8,632	4,800	9,000
4120	Freight and Postage	2,689	2,327	3,000	3,000
4660	Equipment Maintenance	0	0	3,000	3,000
4675	Software Maintenance	0	0	0	0
4720	Outside Printing	464	997	1,500	1,500
4810	Advertising	1,298	2,079	2,000	2,000
4960	Administrative Charges	5,954	9,892	5,500	10,000
4990	Miscellaneous Expenses	3,050	3,136	5,000	5,000

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Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Finance		
Fund/Division Number: 2400		Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense, contd.					
5110	Office Supplies	3,171	5,007	5,000	5,000
5120	EDP Supplies	2,659	3,955	5,000	5,000
5410	Books,Pubs,Subscriptions & Mbrshp	2,537	1,870	1,500	1,500
	Total Operating Expense	$ 39,495	$ 91,629	$ 51,700	$ 63,400
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 6,950	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 0	$ 6,950	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 922,530**	**$ 1,013,103**	**$ 1,166,994**	**$ 1,243,254**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department: Information Technology
Fund/Division Number: 2500	Division:

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Director of Administrative Services	0	0	0	1
GIS Division Manager	0	0	0	1
IT Communications Manager	0	0	0	1
GIS Analyst II	1	1	1	1
GIS Analyst I	0	1	1	1
Systems Analyst II	1	1	1	1
Systems Analyst I	0	1	2	2
ERP Business Systems Administrator	0	0	1	1
ERP Business Systems Analyst	2	1	1	1
IT Media Specialist	1	1	1	1
Network Administrator	0	0	1	1
Executive Assistant	0	0	0	1
IT Communications Specialist	1	1	1	0
Administrative Assistant	1	1	1	0
IT Director	0	1	1	0
IT Manager	1	0	0	0
Total Budgeted Staffing Level	8	9	12	13

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 456,004	$ 518,717	$ 790,152	$ 995,092
1030	Accrued Compensation	7,748	9,416	5,500	5,500
1040	Overtime	31,143	32,932	15,000	15,000
2010	FICA Taxes	36,144	40,790	62,428	78,106
2020	Retirement Contributions	82,884	95,960	138,865	178,338
2030	Life & Health Insurance	97,760	101,412	150,728	171,833
2035	Dental Insurance	5,719	5,808	7,647	7,971
2040	Workers' Compensation	825	1,254	1,297	1,525
	Total Personnel Services	$ 718,228	$ 806,289	$ 1,171,616	$ 1,453,364
Operating Expense					
3190	Consultant Fees	$ 41,781	$ 92,194	$ 60,000	$ 224,000
3490	Misc. Contractual Fees	6,498	0	1,000	1,000
3495	Temporaty Employee Services	0	5,600	0	0
4010	Car Allowance	4,200	4,200	5,400	5,400
4020	Travel and Education	12,319	12,122	15,000	25,000
4110	Communications	26,721	18,233	30,000	30,000
4120	Freight and Postage	10	0	500	500
4410	Equipment Rental	0	270	20,000	20,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Information Technology			
Fund/Division Number: 2500		Division:				
			2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.						
4651	Vehicle Parts		3	0	0	0
4660	Equipment Maintenance		28	201	500	500
4670	Computer Maintenance		9,826	10,899	30,000	30,000
4675	Software Maintenance		543,713	752,289	750,000	840,000
4710	Reproduction		0	0	0	0
4720	Outside Printing		0	0	0	0
4810	Advertising		39	11,941	15,000	15,000
4990	Miscellaneous Expenses		3,808	2,813	1,500	1,500
5110	Office Supplies		1,125	2,624	1,200	1,200
5120	EDP Supplies		6,350	10,153	9,950	9,950
5150	Miscellaneous Equipment		1,047	9,795	0	0
5210	Gas & Oil		44	82	325	325
5410	Books,Pubs,Subscriptions & Mbrshp		808	958	500	500
	Total Operating Expense		$ 658,319	$ 934,373	$ 940,875	$ 1,204,875
Capital Outlay						
6410	Office Equip & Machinery		$ 4,639	$ 4,590	$ 0	$ 0
6420	Furniture & Furnishings		0	1,850	0	5,000
	Total Capital Outlay		$ 4,639	$ 6,440	$ 0	$ 5,000
	TOTAL APPROPRIATIONS		**$ 1,381,187**	**$ 1,747,102**	**$ 2,112,491**	**$ 2,663,239**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department: Purchasing
Fund/Division Number: 2600	Division:

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Purchasing Manager	1	1	1	1
Purchasing Agent	2	2	2	2
Purchasing Specialist	1	1	1	1
Total Budgeted Staffing Level	4	4	4	4

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 214,059	$ 228,634	$ 244,162	$ 256,380
1030	Accrued Compensation	3,587	3,308	1,500	3,000
1040	Overtime	422	1,408	0	0
2010	FICA Taxes	16,542	17,728	18,793	19,843
2020	Retirement Contributions	36,563	40,058	42,082	35,518
2030	Life & Health Insurance	27,025	27,076	37,805	29,277
2035	Dental Insurance	1,305	1,298	1,300	1,145
2040	Workers' Compensation	398	491	393	389
	Total Personnel Services	$ 299,900	$ 320,001	$ 346,035	$ 345,552
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4020	Travel and Education	260	300	7,000	7,000
4110	Communications	3,089	2,170	5,000	5,000
4120	Freight and Postage	549	417	1,500	1,500
4410	Equipment Rental	4,182	4,427	5,000	5,000
4651	Vehicle Parts	0	0	100	100
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4810	Advertising	3,882	2,680	6,000	6,000
4990	Miscellaneous Expenses	899	1,004	1,500	1,500
5110	Office Supplies	2,820	1,949	3,000	3,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department: Purchasing
Fund/Division Number: 2600	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense, contd.					
5120	EDP Supplies	39	67	150	150
5150	Miscellaneous Equipment Expense	0	0	0	0
5210	Gas & Oil	0	0	65	300
5410	Books,Pubs,Subscriptions & Mbrshp	600	600	1,000	1,000
	Total Operating Expense	$16,320	$13,614	$30,315	$30,550
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 316,220**	**$ 333,615**	**$ 376,350**	**$ 376,102**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department: Planning
Fund/Division Number: 2901	Division:

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Planning Director	1	1	1	1
Assistant Planning Director	1	1	1	1
Senior Planner	0	2	1	1
Planner	1	0	1	1
Historic Preservation Officer	1	1	1	1
Planning & Development Organizer	0	0	1	1
Growth Management Coordinator	0	0	1	1
Executive Assistant	0	1	0	0
Planning Systems Analyst	1	0	0	0
Administrative Assistant	1	0	0	0
Total Budgeted Staffing Level	6	6	7	7

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 380,493	$ 363,237	$ 511,556	$ 531,302
1030	Accrued Compensation	2,104	12,925	2,000	2,000
1040	Overtime	0	3,208	0	0
2010	FICA Taxes	28,179	28,486	39,700	41,211
2020	Retirement Contributions	63,996	58,837	87,972	93,648
2030	Life & Health Insurance	66,651	44,019	66,985	80,357
2035	Dental Insurance	3,315	2,256	2,579	3,312
2040	Workers' Compensation	693	911	822	800
	Total Personnel Services	$ 545,431	$ 513,879	$ 711,614	$ 752,629
Operating Expense					
3140	Contractual Planning	$ 0	$ 47,493	$ 25,000	$ 40,000
3490	Contractual Fees	674	1,140	1,000	1,000
3495	Temp Employee Svc	0	270	0	0
4010	Car Allowance	4,200	2,450	5,400	5,400
4020	Travel and Education	1,262	(25)	6,000	6,000
4110	Communications	5,170	6,037	6,000	6,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Planning		
Fund/Division Number: 2901		Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4120	Freight and Postage	1,733	768	2,500	3,000
4410	Equipment Rental	8,258	7,240	7,500	7,500
4651	Vehicle Parts	3	0	500	500
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	0	0	0
4720	Outside Printing	449	437	1,000	1,000
4810	Advertising	21,788	23,697	22,500	30,000
4990	Miscellaneous Expenses	920	1,967	1,000	1,000
5110	Office Supplies	1,296	1,661	4,000	4,000
5120	EDP Supplies	372	39	500	500
5150	Miscellaneous Equipment	0	214	0	0
5210	Gas and Oil	54	87	500	500
5232	Other Supplies	0	0	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	2,482	796	2,000	6,000
	Total Operating Expense	$ 48,662	$ 94,271	$ 85,900	$ 112,900
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 2,500
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 2,500
	TOTAL APPROPRIATIONS	**$ 594,093**	**$ 608,150**	**$ 797,514**	**$ 868,029**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	**Department: Code Enforcement**
Fund/Division Number: 2903	**Division:**

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Director of Community Response	1	1	1	1
Code Compliance Supervisor	1	1	1	1
Code Enforcement Officer (FT)	4	4	5	5
Executive Assistant	1	1	1	1
Admimistrative Assistant	1	1	1	1
Animal Control Officer	3	3	4	4
Code Enforcement/ParkingSpecialist (PT)	1	2	1	1
Animal Shelter Administrator	0	0	1	0
Total Budgeted Staffing Level	12	13	15	14

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 481,526	$ 558,961	$ 700,881	$ 733,398
1030	Accrued Compensation	12,132	7,397	5,000	5,000
1040	Overtime	79,614	72,133	10,000	10,000
2010	FICA Taxes	43,547	48,337	55,178	57,666
2020	Retirement Contributions	90,870	107,223	122,630	131,419
2030	Life & Health Insurance	100,137	95,494	136,317	143,640
2035	Dental Insurance	5,199	4,586	6,264	5,808
2040	Workers' Compensation	13,160	20,629	17,226	17,534
	Total Personnel Services	$ 826,185	$ 914,760	$ 1,053,496	$ 1,104,464
Operating Expense					
3440	Demolition	$ 400	$ 0	$ 6,435	$ 2,500
3449	Nuisance Abatement	6,097	12,609	80,000	25,000
3450	Lot Clearing	0	0	0	0
3490	Contractual Fees	6,192	38,403	7,000	7,000
3491	Humane Society	136,783	156,514	300,000	0
3492	Spay/Neuter Vouchers	22,085	23,130	30,000	0
3495	Temp Employee Svc	2,658	11,803	0	0
4010	Car Allowance	4,200	4,200	5,400	5,400
4020	Travel and Education	3,325	1,968	6,000	8,000
4110	Communications	15,186	16,819	16,000	20,000
4120	Freight and Postage	13,677	15,350	12,000	15,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department:	Code Enforcement
Fund/Division Number: 2903	Division:	

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4410	Equipment Rental	5,529	6,190	5,000	5,000
4650	Vehicle Maintenance	0	444	1,000	1,000
4651	Vehicle Parts	4,208	5,125	5,000	5,000
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	10,675	6,899	9,000	0
4680	Radio Mainteneance	0	0	0	0
4710	Reproduction	0	0	0	0
4720	Outside Printing	1,514	4,604	1,000	2,000
4810	Advertising	0	115	500	500
4960	Administrative Fees	50,681	57,089	52,000	60,000
4990	Miscellaneous Expenses	4,102	4,777	2,000	2,000
5110	Office Supplies	3,392	6,200	3,000	5,000
5120	EDP Supplies	387	40	0	0
5150	Miscellaneous Equipment	2,798	2,206	0	0
5210	Gas and Oil	13,540	20,530	17,000	20,000
5221	Animal Control Supplies	1,313	1,837	1,000	1,000
5222	Animal Care & Services	4,629	3,856	5,000	0
5223	Medical/Pharmaceutical Supplies	1,670	5,035	2,500	0
5224	Animal Registrations	2,935	2,919	3,000	0
5231	Safety Supplies	0	0	0	1,000
5232	Other Supplies	1,997	2,377	2,000	2,000
5250	Uniforms	1,072	1,780	1,000	2,500
5253	Clean & Safe Initiative	117,913	232,291	400,000	250,000
5410	Books,Pubs,Subscriptions & Mbrshp	410	1,473	1,000	1,500
	Total Operating Expense	$ 439,368	$ 646,581	$ 973,835	$ 441,400
Capital Outlay					
6410	Equipment & Machinery	$ 2,395	$ 16,665	$ 0	$ 0
6420	Furniture & Furnishings	2,434	0	0	0
	Total Capital Outlay	$ 4,829	$ 16,665	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,270,383**	**$ 1,578,006**	**$ 2,027,331**	**$ 1,545,864**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	**Department: Police**
Fund/Division Number: 3000	**Division:**

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Chief of Police	1	1	1	1
Deputy Chief of Police	2	2	2	2
Police Major	1	1	1	1
Lieutenant	7	7	7	7
Sergeant	15	15	15	15
Police Officer	98	101	101	109
Public Information Officer	1	1	1	1
Comm. Service Officers	5	5	5	5
Crime Scene Investigator	3	3	3	3
Crime Analyst	2	3	3	3
Evidence Technician	1	1	1	1
Executive Assistant	2	1	1	1
Police Payroll Specialist	1	1	1	1
Grant Writer	1	1	1	1
Records Specialists	4	4	4	4
Records Supervisor	1	1	1	1
School Crossing Guard (p/t)	8	8	8	8
Administrative Assistant	3	3	3	3
Senior Accounting Clerk	1	1	1	1
Information System Administrator	2	1	1	1
Information Systems Analyst II	0	1	1	1
Information Systems Analyst I	0	0	1	1
Digital Evidence Specialist II	0	1	1	1
Digital Evidence Specialist I	0	1	1	1
Accreditation Specialist	1	1	1	1
Fiscal Manager	1	0	0	0
Total Budgeted Staffing Level	161	165	166	174

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Police		
Fund/Division Number: 3000		Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	8,091,122	$ 9,003,508	$ 10,101,935	$ 11,343,853
1020	Incentive Pay	275,507	256,055	80,000	80,000
1030	Accrued Compensation	268,026	130,587	60,000	60,000
1040	Overtime	693,035	666,791	400,000	400,000
1050	Holiday Overtime	361,850	405,436	200,000	200,000
2010	FICA Taxes	720,838	776,849	829,408	924,119
2020	Retirement/General	226,885	278,870	372,917	322,922
2025	Retirement/Police Officers	951,662	1,000,149	1,147,673	1,545,302
2026	Retirement/ICMA	21,493	21,933	21,733	22,500
2030	Life & Health Insurance	1,539,517	1,557,528	1,856,257	2,020,566
2035	Dental Insurance	85,067	85,172	88,888	87,475
2040	Workers' Compensation	318,987	367,780	337,999	333,788
	Total Personnel Services	$ 13,553,989	$ 14,550,659	$ 15,496,810	$ 17,340,525
Operating Expense					
3130	Professional Services	$ 19,689	$ 12,459	$ 27,280	$ 32,000
3180	Medical Services	4,049	3,875	5,500	5,500
3190	Consultant Fees	1,476	2,400	8,500	10,000
3490	Misc. Contractual Fees	45,134	27,319	0	0
3510	Crime Lab	165,737	143,233	150,425	160,000
3530	Investigative Supplies	29,929	23,466	20,000	30,000
4020	Travel & Education	40	60	0	0
4110	Communications	225,162	216,951	180,000	250,000
4120	Freight & Postage	3,895	3,659	5,000	5,500
4310	Utilities	99,892	106,212	92,000	110,000
4410	Equipment Rental	8,336	22,842	8,400	25,000
4420	Vehicle Rental & Towing	10,924	0	12,200	17,000
4430	Equipment Lease	14,774	0	15,000	15,000
4610	Building Maintenance	6,017	9,640	15,000	15,000
4650	Vehicle Maintenance	57,708	47,505	40,000	40,000
4651	Vehicle Parts	67,783	70,907	80,000	80,000
4652	Tires, Tubes & Batteries	21,537	33,345	20,000	30,000
4660	Equipment Maintenance	9,115	1,181,724	20,000	22,000
4670	Computer Maintenance	8,975	9,922	10,000	16,000
4675	Software Maintenance	127,837	146,099	108,301	175,000
4680	Radio Maintenance	0	3,136	1,000	20,000
4710	Reproduction	0	3,495	3,900	0

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department: Police
Fund/Division Number: 3000	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4720	Outside Printing	6,771	3,828	12,500	5,000
4810	Advertising	0	0	0	0
4820	Crime Prevention	1,515	7,544	8,000	8,000
4830	Public Relations	21,012	28,110	10,750	10,750
4930	Citizen Volunteer Program	184	3,885	2,500	2,500
4980	Contingency	43,000	50,000	10,000	10,000
4990	Miscellaneous Expenses	6,915	531	8,000	5,000
5110	Office Supplies	16,394	15,716	20,000	20,000
5120	EDP Supplies	21,180	17,688	9,000	15,000
5150	Misc. Equipment Exp.	2,212	5,717	4,000	5,000
5210	Gas and Oil	288,564	461,325	358,000	400,000
5220	K-9 Operations	17,310	24,479	20,000	20,000
5230	Cleaning Supplies	1,916	1,902	3,000	3,000
5232	Other Supplies	2,637	0	3,000	3,000
5250	Uniforms	127,672	113,397	100,000	100,000
5251	Military Supplies	28,420	159,230	60,000	82,500
5410	Books,Pubs,Subscriptions & Mbrshp	6,264	5,675	8,744	8,000
5420	Educ Reimbursement	7,650	10,605	7,000	7,000
5430	Law Enforcement Educ	27,790	35,094	25,000	40,000
	Total Operating Expense	$ 1,555,415	$ 3,012,975	$ 1,492,000	$ 1,802,750
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Improvements Other Than Bldg.	89,596	8,395	0	0
6410	Office Equip & Machinery	2,686	1,398,808	0	0
6420	Furniture & Furnishings	4,380	3,041	0	0
6440	Vehicles	36,037	3,582	0	0
6450	Radios	0	0	0	0
8392	Special Events	740	305	0	0
	Total Capital Outlay	$ 133,439	$ 1,414,131	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 15,242,844**	**$ 18,977,765**	**$ 16,988,810**	**$ 19,143,275**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department:	Public Works
Fund/Division Number: 4002	Division:	Director's Office

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Executive Assistant	1	1	1	1
Total Budgeted Staffing Level	1	1	1	1

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 43,807	$ 47,190	$ 47,498	$ 52,083
1030	Accrued Compensation	1,004	0	800	800
1040	Overtime	0	859	0	0
2010	FICA Taxes	3,413	3,656	3,695	4,046
2020	Retirement Contributions	3,780	8,112	8,273	9,286
2030	Life & Health Insurance	8,646	4,849	8,625	9,727
2035	Dental Insurance	422	235	426	0
2040	Workers' Compensation	85	122	77	79
	Total Personnel Services	$ 61,155	$ 65,023	$ 69,395	$ 76,021
Operating Expense					
3490	Contractual Fees	$ 1,168	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	0	0	0	0
4020	Travel and Education	1,685	3,673	5,500	5,500
4110	Communications	71,572	68,854	50,000	70,000
4120	Freight and Postage	8	20	100	100
4410	Equipment Rental	2,861	5,602	4,000	4,000
4651	Vehicle Parts	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	2,595	1,785	0	0
4810	Advertising	0	2,118	5,000	2,200
4990	Miscellaneous Expenses	240	979	500	500

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4002		Division:	Director's Office		
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
5110	Office Supplies	1,442	3,307	2,000	4,000
5120	EDP Supplies	65	0	1,000	1,000
5150	Miscellaneous Equipment	327	0	0	0
5210	Gas and Oil	1,523	2,413	1,860	1,860
5231	Safety Supplies	1,178	688	1,000	1,000
5232	Other Supplies	473	1,141	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	40	515	500	500
	Total Operating Expense	$85,175	$91,096	$71,960	$91,160
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 553	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 553	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 146,330**	**$ 156,672**	**$ 141,355**	**$ 167,181**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department:	Public Works
Fund/Division Number: 4003	Division:	Fleet Maintenance

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Fleet Manager	1	1	1	1
Garage Foreman	1	1	1	1
Auto Mechanic	4	4	4	4
Diesel Mechanic	1	1	1	1
Master Mechanic	2	2	2	2
Senior Storekeeper	1	1	1	1
Total Budgeted Staffing Level	10	10	10	10

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 358,914	$ 436,551	$ 513,471	$ 583,822
1030	Accrued Compensation	2,327	7,825	4,900	4,900
1040	Overtime	7,460	21,628	4,000	4,000
2010	FICA Taxes	27,610	34,157	39,961	45,343
2020	Retirement Contributions	61,702	73,837	89,482	81,551
2030	Life & Health Insurance	75,537	87,634	120,851	117,424
2035	Dental Insurance	4,135	4,677	6,020	5,724
2040	Workers' Compensation	13,723	16,993	13,268	12,151
	Total Personnel Services	$ 551,408	$ 683,300	$ 791,953	$ 854,915
Operating Expense					
3490	Contractual Fees	$ 4,719	$ 4,692	$ 4,000	$ 5,000
3495	Temporary Employee Services	0	12,228	0	0
4020	Travel and Education	0	2,052	2,500	3,500
4410	Equipment Rental	3,087	2,328	3,000	3,000
4651	Vehicle Parts	4,632	16,601	4,700	4,700
4652	Tires, Tubes & Batteries	343	152	0	0
4660	Equipment Maintenance	(10)	319	500	1,500
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4003		Division:	Fleet Maintenance		
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	1,365	814	250	1,000
5120	EDP Supplies	98	0	250	250
5150	Miscellaneous Equipment Expense	69	0	0	0
5210	Gas and Oil	5,271	11,020	7,150	7,150
5230	Cleaning Supplies	15	48	750	750
5231	Safety Supplies	993	1,272	750	1,000
5232	Other Supplies	3,356	7,132	3,000	5,000
5250	Uniforms	8,915	5,523	6,000	7,000
5260	Expendable Tools	2,396	1,776	1,250	2,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	475	500	500
	Total Operating Expense	$ 35,249	$ 66,431	$ 34,600	$ 42,350
Capital Outlay					
6410	Office Equipment & Mach	1,437	0	0	0
6420	Furniture & Furnishings	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 1,437	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 588,094**	**$ 749,731**	**$ 826,553**	**$ 897,265**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Public Works
Fund/Division Number: 4004		Division:	Facilities Maintenance

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Facilities Maint Technician Asst.	4	3	3	3
Electrician	1	1	1	1
Facilities Maint Technician	3	3	3	3
Maint Repair Worker	2	3	3	3
Total Budgeted Staffing Level	12	12	12	12

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 338,356	$ 479,029	$ 539,777	$ 581,442
1030	Accrued Compensation	1,861	2,420	4,000	4,000
1040	Overtime	10,539	52,931	7,076	7,076
2010	FICA Taxes	25,274	39,107	42,140	45,328
2020	Retirement Contributions	51,409	81,015	85,781	94,811
2030	Life & Health Insurance	96,406	120,181	140,548	141,649
2035	Dental Insurance	4,936	6,299	6,413	6,254
2040	Workers' Compensation	18,638	23,571	21,234	19,910
	Total Personnel Services	$ 547,418	$ 804,552	$ 846,970	$ 900,470
Operating Expense					
3490	Contractual Fees	$ 205,838	$ 240,187	$ 200,000	$ 250,000
3495	Temporary Employee Services	94,250	102,663	0	0
4020	Travel & Education	0	0	0	0
4110	Communications	0	0	0	0
4410	Equipment Rental	599	1,210	2,000	2,000
4610	Building Maintenance	9,950	8,310	8,000	25,000
4620	Building Repair Supplies	73,762	200,849	100,000	150,000
4630	Air Condition Maintenance	11,350	10,471	15,000	15,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: General			Department:	Public Works		
Fund/Division Number: 4004			Division:	Facilities Maintenance		
			2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.						
4650	Vehicle Maintenance		0	0	0	0
4651	Vehicle Parts		2,520	4,557	5,000	5,000
4652	Tires, Tubes & Batteries		0	0	0	0
4990	Miscellaneous Expenses		82	0	0	0
5110	Office Supplies		0	0	0	0
5150	Misc Equipment Expense		770	0	0	0
5210	Gas and Oil		13,189	24,484	14,000	14,000
5230	Cleaning Supplies		38,571	38,500	40,000	50,000
5231	Safety Supplies		1,343	705	1,500	1,500
5232	Other Supplies		2,910	3,404	5,000	5,000
5250	Uniforms		0	763	2,000	2,000
5260	Expendable Tools		611	0	3,000	3,000
5310	Paint and Sign Supplies		2,071	2,993	10,000	10,000
5410	Books,Pubs,Subscriptions & Mbrshp		0	0	0	0
	Total Operating Expense		$ 457,816	$ 639,096	$ 405,500	$ 532,500
Capital Outlay						
6320	Other Improvements		$ 12,240	$ 25,471	$ 0	$ 0
6445	Other Equipment		0	0	0	0
	Total Capital Outlay		$ 12,240	$ 25,471	$ 0	$ 0
	TOTAL APPROPRIATIONS		**$ 1,017,474**	**$ 1,469,119**	**$ 1,252,470**	**$ 1,432,970**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department:	Public Works
Fund/Division Number: 4005	Division:	Parks & Grounds

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	4	4	5	5
Equipment Operator III	2	2	2	2
Equipment Operator II	2	2	2	2
Maintenance Worker	5	5	5	5
Chief Tree Trimmer	1	1	1	1
Ground Maintenance Specialist	6	6	6	6
Chief Irrigation Specialist	1	1	1	1
Irrigation Specialist	1	1	1	1
Total Budgeted Staffing Level	24	24	25	25

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 907,727	$ 1,017,296	$ 1,098,972	$ 1,139,970
1030	Accrued Compensation	25,096	40,400	5,900	5,900
1040	Overtime	79,346	82,520	29,000	29,000
2010	FICA Taxes	74,755	84,706	86,741	89,878
2020	Retirement Contributions	159,295	173,597	176,997	168,778
2030	Life & Health Insurance	246,058	246,989	265,685	257,264
2035	Dental Insurance	14,780	14,792	14,595	13,258
2040	Workers' Compensation	39,465	49,980	42,747	39,828
	Total Personnel Services	$ 1,546,522	$ 1,710,278	$ 1,720,638	$ 1,743,876
Operating Expense					
3490	Contractual Fees	$ 148,747	$ 133,907	$ 175,000	$ 175,000
3495	Temporary Employee Services	164,073	280,912	30,000	60,000
4020	Travel and Education	375	0	3,000	3,000
4310	Utilities	342,539	387,562	355,000	400,000
4410	Equipment Rental	2,740	2,550	1,000	3,500
4650	Vehicle Maintenance	85	7,627	500	500

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4005		Division:	Parks & Grounds		
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4651	Vehicle Parts	40,669	52,851	40,000	40,000
4652	Tire, Tubes & Batteries	410	1,805	0	0
4990	Miscellaneous Expenses	64	24	500	500
5210	Gas and Oil	59,003	87,369	84,500	88,000
5231	Safety Supplies	3,472	4,086	3,000	3,000
5232	Other Supplies	32,430	73,353	30,000	40,000
5241	Horticultural Supplies	19,752	21,072	30,000	40,000
5242	Chemicals	10,033	0	15,000	15,000
5250	Uniforms	0	462	2,500	2,500
5260	Expendable Tools	283	0	0	0
5270	Parks Supplies	52,117	50,732	40,000	55,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	475	500	500
	Total Operating Expense	$ 876,793	$ 1,104,788	$ 810,500	$ 926,500
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 0	$ 0	$ 0
6440	Vehicles	0	0	0	0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,423,315**	**$ 2,815,066**	**$ 2,531,138**	**$ 2,670,376**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department:	Public Works
Fund/Division Number: 4006	Division:	Streets

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	3	2	2	2
Equipment Operator IV	1	1	1	1
Equipment Operator III	5	5	6	6
Maintenance Repair Worker	4	4	4	4
Maintenance Worker	2	2	2	2
Sign Maintenance Technician	1	1	1	1
Total Budgeted Staffing Level	18	17	18	18

		2019/20 Actual	2021/22 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 607,130	$ 660,470	$ 791,318	$ 840,429
1030	Accrued Compensation	6,083	3,530	6,000	6,000
1040	Overtime	59,301	92,340	35,000	35,000
2010	FICA Taxes	49,013	56,028	63,672	67,429
2020	Retirement Contributions	104,651	119,441	134,712	146,315
2030	Life & Health Insurance	160,644	158,841	213,659	198,256
2035	Dental Insurance	8,095	8,669	10,395	8,216
2040	Workers' Compensation	74,120	94,453	79,653	75,010
	Total Personnel Services	$ 1,069,036	$ 1,193,772	$ 1,334,409	$ 1,376,655
Operating Expense					
3490	Contractual Fees	$ 7,125	$ 17,013	$ 15,000	$ 50,000
3495	Temporary Employee Services	26,703	67,965	0	0
4020	Travel & Education	0	1,000	2,500	7,500
4110	Communications	0	0	0	0
4310	Utilities	242,390	327,295	280,000	325,000
4320	Street Light Energy	436,913	552,770	550,000	575,000
4410	Equipment Rental	4,666	9,465	0	15,000
4651	Vehicle Parts	49,842	31,776	30,000	30,000
4652	Tires, Tubes & Batteries	521	488	0	0

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4006		Division:	Streets		
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	1,291	3,064	1,000	3,500
5210	Gas and Oil	41,048	63,951	58,500	58,500
5231	Safety Supplies	2,232	3,408	3,000	3,000
5232	Other Supplies	3,281	3,564	1,500	3,500
5242	Chemicals	967	449	1,000	2,500
5250	Uniforms	825	534	850	1,500
5260	Expendable Tools	2,700	4,116	3,000	5,000
5310	Paint & Sign Supplies	23,508	30,149	17,000	35,000
5330	Surface Patching	39,090	27,645	45,000	45,000
5340	Street Supplies	50,868	41,943	50,000	50,000
5350	Sidewalk/Curb Supplies	31,133	29,126	30,000	30,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	0
	Total Operating Expense	$ 965,102	$ 1,215,722	$ 1,088,350	$ 1,240,000
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 0	$ 0	$ 0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,034,138**	**$ 2,409,494**	**$ 2,422,759**	**$ 2,616,655**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department: Engineering
Fund/Division Number: 4400	Division:

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
City Engineer	1	1	1	1
Asst. City Engineer	1	1	1	1
Stormwater Engineer Supervisor	1	1	1	1
Projects Coordinator	1	1	1	1
Chief Design Drafter	1	1	1	1
Supervisor, Engineering Inspector	1	1	1	1
SMU Technical Assistant/GIS	1	1	1	1
Executive Assistant	1	1	1	1
Traffic Operations Adminstrator	0	1	1	1
Engineering Services Specialist	0	0	0	1
Total Budgeted Staffing Level	8	9	9	10

		2019/20 Actual	2021/22 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 586,536	$ 648,124	$ 807,959	$ 845,243
1030	Accrued Compensation	22,547	3,917	6,000	6,000
1040	Overtime	0	4,165	5,000	5,000
2010	FICA Taxes	44,967	48,306	63,477	66,329
2020	Retirement Contributions	70,513	77,721	105,607	92,324
2030	Life & Health Insurance	120,183	100,608	136,925	132,375
2035	Dental Insurance	5,622	5,093	5,319	5,503
2040	Workers' Compensation	12,620	15,047	14,688	16,720
	Total Personnel Services	$ 862,988	$ 902,980	$ 1,144,974	$ 1,169,494
Operating Expense					
3490	Contractual Fees	$ 124,374	$ 102,969	$ 125,000	$ 150,000
3492	FDOT/Closed Loop	196,540	142,944	258,000	266,520
4010	Car Allowance	8,400	8,400	10,800	10,800
4020	Travel and Education	448	480	1,000	1,000
4030	Conferences	0	0	0	0
4110	Communications	8,271	9,078	13,000	13,000
4120	Freight and Postage	77	79	500	500

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Engineering		
Fund/Division Number: 4400		Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense					
4410	Equipment Rental	4,057	5,407	4,000	8,000
4650	Vehicle Maintenance	0	53	500	500
4651	Vehicle Parts	332	1,923	1,500	1,500
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	0	2,000	500
4810	Advertising	0	0	500	500
4990	Miscellaneous Expenses	535	1,258	500	1,000
5110	Office Supplies	3,629	4,883	2,800	4,300
5120	EDP Supplies	425	686	500	1,000
5150	Misc. Equipment Expense	0	0	0	0
5210	Gas and Oil	2,142	3,877	3,900	4,200
5231	Safety Supplies	0	53	0	0
5232	Other Supplies	0	0	0	0
5250	Uniforms	587	738	0	0
5260	Expendable Tools	0	0	0	0
5320	Traffic Signal Materials	54,903	56,012	75,000	75,000
5410	Books,Pubs,Subscriptions & Mbrshp	210	412	250	250
	Total Operating Expense	$ 404,929	$ 339,250	$ 499,750	$ 538,570
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,267,917**	**$ 1,242,230**	**$ 1,644,724**	**$ 1,708,064**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General	Department:	Public Works
Fund/Division Number: 4504	Division:	Leisure Services

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Facilities Program Specialist	2	2	2	2
Recreation Coordinator	1	1	1	1
Recreation Specialist	0	0	1	1
Tram Operator (PT)	3	3	2	2
Trolley Operator (PT)	1	1	0	0
Total Budgeted Staffing Level	7	7	6	6

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 125,952	$ 137,716	$ 221,875	$ 256,528
1030	Accrued Compensation	1,944	2,196	1,500	1,500
1040	Overtime	0	0	0	0
2010	FICA Taxes	9,457	10,185	17,088	19,739
2020	Retirement Contributions	21,430	24,005	38,264	45,310
2030	Life & Health Insurance	21,756	29,920	41,010	44,558
2035	Dental Insurance	1,698	1,550	2,413	1,737
2040	Workers' Compensation	3,675	4,833	2,093	3,116
	Total Personnel Services	$ 185,911	$ 210,404	$ 324,244	$ 372,487
Operating Expense					
3490	Contractual Services	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	12,626	44,766	30,000	30,000
4020	Travel & Education	0	0	0	0
4110	Communications	20,366	18,402	20,000	20,000
4120	Postage & Freight	13	11	0	0
4540	Insurnace/Liability & Property	0	5,794	0	0
4560	Insurance/Special Events	8,959	16,088	3,500	10,000
4610	Building Maintenance	3,048	3,034	5,000	5,000
4611	Janitorial Services	9,930	13,584	10,000	15,000
4620	Building Supplies	496	543	500	500
4651	Vehicle Parts	43	204	2,000	1,000
4675	Software Maintenance	547	341	2,000	1,000
4710	Reproduction	0	0	0	0
4810	Advertising	0	0	750	750
4940	Bad Debt/Loss Expense	0	0	0	0
4960	Administrative Charge	6,296	8,050	3,000	10,000
4990	Miscellaneous Expenses	1,122	953	1,000	1,000
4992	Youth Activities	78,641	176,003	100,000	150,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4504		Division:	Leisure Services		
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense					
5110	Office Supplies	1,777	3,331	3,000	3,000
5120	EDP Supplies	0	0	0	0
5150	Misc. Equipment Exp.	2,917	4,543	3,000	3,500
5210	Gas & Oil	380	422	600	600
5232	Other Supplies	1,100	1,969	2,500	2,500
5410	Books,Pubs,Subscriptions & Mbrshp	40	40	0	0
	Total Operating Expense	$ 148,302	$ 298,076	$ 186,850	$ 253,850
Capital Outlay					
3495	Temporary Employee Services	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 334,213**	**$ 508,480**	**$ 511,094**	**$ 626,337**

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salary & Wages	$0	$0	$0	$0
1030	Accrued Compensation	0	0	0	0
2010	FICA Taxes	0	0	0	0
2020	Retirement/General Members	0	0	0	0
2025	Retirement/Police Officers	435,343	453,086	445,000	455,000
2030	Life & Health Insurance	215,750	202,951	100,800	100,800
	Total Personnel Services	$ 651,093	$ 656,037	$ 545,800	$ 555,800
Operating Expense					
3110	Insurance Consultant	$ 14,475	$ 25,831	$ 20,000	$ 25,000
3190	Consultant Fees	3,767	2,250	5,000	5,000
3200	Accounting and Auditing	34,815	31,995	40,000	40,000
3490	Contractual Fees	174,330	258,814	235,000	250,000
4110	Communications	84,717	70,406	95,000	90,000
4120	Freight and Postage	15,545	22,219	25,000	25,000
4310	Utilities	418,946	506,025	430,000	500,000
4410	Equipment Rental	99,500	51,635	100,000	75,000
4510	Insurance & Fidelity Bond	904,402	1,001,619	1,030,000	1,425,000
4530	Fla. Unemploy. Comp Fund	19,138	3,408	5,000	5,000
4540	Workers' Comp. Claims	9,977	0	10,000	5,000
4550	Liability & Property Claims	0	0	5,000	1,000
4590	Property Damage Reimb	7,612	7,444	5,000	7,500
4650	Vehicle Maintenance	43,023	35,846	25,000	40,000
4651	Vehicle Parts	0	(4,601)	0	0
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	176,167	215,962	190,000	200,000
4710	Reproduction	1,166	1,218	1,000	1,200
4810	Advertising	0	0	0	0
4925	Computer Loans	7,705	13,237	15,000	15,000
4935	Disaster Charges	0	0	0	0
4936	Emergency Supplies	25,337	9,500	0	0
4940	Bad Debt Expense	0	5,559	0	0
4945	Refunds	9,306	1,852	0	0
4947	Wellness	11,113	24,625	15,000	15,000
4950	Settlements	2,537	0	0	0
4960	Administrative Charges	450	490	1,500	1,500

Proposed Budget for Fiscal Year 2023/24

Fund Title: General			Department:	Administrative Services		
Fund/Division Number: 6000			Division:			
			2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.						
4970	Inventory Adjustments		2,719	6,771	2,500	3,500
4980	Contingency		0	0	238,916	220,055
4985	Tax Increment Financing		3,485,087	3,814,185	4,511,973	6,002,772
4986	Stormwater Fees		76,620	76,335	77,000	77,000
4990	Miscellaneous Expenses		44,692	39,862	50,000	50,000
4993	Keep Ft. Pierce Beautiful		15,211	15,854	15,000	15,000
5110	Office Supplies		0	1,909	0	0
5150	Miscellaneous Equipment		1,813	80	0	0
5210	Gas & Oil		(235)	(880)	0	0
5410	Books,Pubs,Subscriptions & Mbrshp		14,098	18,367	10,000	15,000
	Total Operating Expense		$ 5,704,034	$ 6,257,819	$ 7,157,889	$ 9,109,527
Capital Outlay						
6200	Buildings		$ 222,212	$ 0	$ 0	$ 0
6310	Roads & Bridges		321,771	5,300	0	0
6315	Infrastructure Sales Tax Projects		2,171,741	2,644,418	2,300,000	2,650,000
6320	Other Structures & Facilities		523,790	59,801	0	600,000
6410	Office Equipment & Machinery		109,849	75,173	525,000	525,000
6420	Furniture & Furnishing		0	0	0	0
6430	Heavy Equipment		0	0	0	0
6440	Vehicles		23,958	0	0	0
6445	Other Equipment		0	0	0	200,000
	Total Capital Outlay		$ 3,373,320	$ 2,784,693	$ 2,825,000	$ 3,975,000
Grants and Aids						
8230	Economic Development Co		$ 22,500	$ 40,000	$ 40,000	$ 40,000
8255	Chamber of Commerce		31,500	31,500	35,000	35,000
8270	SLC Council on Aging		15,000	15,000	15,000	15,000
8392	Special Events:					
	Sights & Sounds Parade		15,000	15,000	15,000	15,000
	Christmas Decorations		71,422	125,028	74,000	125,000
	Fireworks		22,000	41,500	24,000	43,000
	Mainstreet		0	25,000	0	0
	Lincoln Park Mainstreet		0	0	0	10,000
	United For Animals		10,000	10,000	10,000	10,000
	Youth & Crime Prevention Activities		350	5,000	10,000	10,000
8410	Community Projects		249	7,155	20,000	20,000
8411	Community Housing		0	0	100,000	125,000
	Total Grants and Aids		$ 188,021	$ 315,183	$ 343,000	$ 448,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
NON-OPERATING EXPENDITURES					
9130	Debt Service Series 2010 B	421,683	421,376	0	0
9166	Capital Reserve Loan-HUD	14,988	9,124	200,222	200,222
9179	Debt Service Series 2019	2,296,250	2,297,250	2,295,000	2,294,500
9176	Debt Service Series 2020A/2014 Energy	54,663	68,631	420,893	749,307
9178	Debt Service Series 2020B/2016 Series	896,663	892,602	542,470	0
9179	Debt Service Series 2020C/2018 Series	577,573	573,110	571,900	566,515
9180	Capital Leases- White Fleet	337,011	394,687	500,000	500,000
9180	Capital Leases- Police Fleet	530,127	701,076	1,025,000	1,025,000
9184	Special Revenue/Police Grant	50,000	130,905	50,000	50,000
9186	Special Revenue/103 CDBG	0	100,000	0	0
9187	Special Revenue/106 Grants	0	0	60,000	75,000
9199	Transfer to Stormwater	0	196,468	0	0
9300	Transfer to Animal Shelter	0	0	0	199,500
9300	Transfer to Sunrise Theatre	11,496	0	0	0
	Total Non-Operating	$ 5,190,454	$ 5,785,229	$ 5,665,485	$ 5,660,044
	TOTAL ADMINISTRATIVE	**$ 15,106,922**	**$ 15,798,961**	**$ 16,537,174**	**$ 19,748,371**
TOTAL GENERAL FUND APPROPRIATIONS		**$ 45,219,104**	**$ 52,103,050**	**$ 52,412,646**	**$ 58,887,439**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Restricted Fund	Department:	Police Grants			
Fund/Division Number: 101-3005	Division:				
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Interfund Grants					
331 20 16	COPS-CHRP	$ 208,333	$ 679,839	$ 990,855	$ 0
331 20 59	FDLE 2013-JAGC - STLU-1-D7-180	0	3,262	0	0
331 20 30	VOCA	143,584	103,830	248,608	168,440
331 20 35	OJP Bullet Proof Vests	812	18,019	0	0
331 20 50	IRSC- College Policing	0	0	94,000	94,000
331 20 59	FDLE 2021-JAGC - 3798	0	26,627	0	0
331 20 59	FDLE 2020-JAGC - STLU	0	100,387	0	0
331 21 00	Other Federal Grants	30,527	24,143	0	0
334 20 61	OJP Bullet Proof Vests	0	7,115	6,375	0
334 20 66	DOT Grant	0	0	24,682	0
334 90 00	JAGC-STLU-078	29,643	0	0	0
334 90 00	AARP Corona	10,000	0	0	0
334 90 00	DOJ BJA FY'21 Byrne Grant County Share	0	10,393	0	0
334 90 00	FY '21 DOJ COPS Grant	0	0	1,250,000	0
334 90 00	DOJ JAG Shared w/SLC	0	0	11,585	0
334 90 00	DCF STOP RFP	0	0	121,697	0
334 90 00	DOJ JAG 22 grant	0	0	22,111	0
334 90 00	FDLE NIBRS Grant	0	0	383,261	364,747
334 90 00	FDLE Project Safe Neighborhood	0	0	70,000	111,597
334 90 00	Walmart Christmas	0	0	5,000	0
334 90 00	OJP Bullet Proof Vests '22	0	0	104,500	68,572
334 90 00	OJP Bullet Proof Vests '23	0	0	0	28,900
334 90 00	IPTM/University of North Florida	0	0	0	15,972
	Total Interfund Grants	$ 422,899	$ 973,615	$ 3,332,674	$ 852,228
Miscellaneous Revenue					
361 10 00	Interest on Investments	$ 16	$ 0	$ 0	$ 0
366 90 00	Other Contribution/Donation	13,681	0	0	0
369 40 00	Reimb.-Contract Svcs.	94,000	94,000	0	0
	Total Miscellaneous Revenues	$ 107,697	$ 94,000	$ 0	$ 0
Interfund Transfers					
381 01 00	Transfer from General (Grant)	$ 50,000	$ 130,905	$ 50,000	$ 50,000
381 91 00	FPRA	191,016	10,000	0	0
	Total Interfund Transfers	$ 241,016	$ 140,905	$ 50,000	$ 50,000
	TOTAL RESOURCES	**$ 771,612**	**$ 1,208,520**	**$ 3,382,674**	**$ 902,228**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Restricted Fund	Department:	Police Grants
Fund/Division Number: 101-3005	Division:	

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Victim Advocate	2	2	3	3
Police Officer	1	6	6	1
Victim Secialist	0	0	0	0
Police Crime Analyst	0	0	1	0
Total Budgeted Staffing Level	3	8	10	4

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 97,076	$ 338,943	$ 484,062	$ 245,329
1020	Incentive Pay	0	1068	0	0
1030	Accrued Compensation	915	1,024	0	0
1040	Overtime	1,297	14,866	5,000	5,000
1050	Holiday Overtime	0	22,702	0	0
2010	FICA Taxes	7,411	28,353	37,413	19,150
2020	Retirement/General	6,969	14,909	35,250	28,828
2020	Retirement/Police	0	38,182	41,416	14,586
2030	Life & Health Insurance	17,991	55,274	103,271	34,929
2035	Dental Insurance	1,120	2,974	4,863	1,145
2040	Workers' Compensation	1,779	8,327	12,756	2,942
	Total Personnel Services	$ 134,558	$ 526,620	$ 724,031	$ 351,909
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 125,000	$ 0
3490	Misc. Contractual Fees	106,525	94,000	0	0
4020	Travel and Education	2,751	26	5,000	5,000
4110	Communications	0	0	500	500
4675	Software Maintenance	3,655	5,722	5,000	5,000
4945	Refunds	0	0	0	0
4990	Misc. Expenses	6,133	11,599	20,000	0
4999	Unallocated	0	0	2,346,143	118,894

Proposed Budget for Fiscal Year 2023/24

Fund Title: Restricted Fund	Department:	Police Grants
Fund/Division Number: 101-0000	Division:	

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense, cont'd.					
5110	Office Supplies	4,562	17,701	5,000	5,000
5150	Misc. Equipment	0	101	0	500
5250	Uniforms	0	0	0	500
5251	Military Supplies	28,893	39,779	20,000	97,471
5430	Law Enforcement Education	1,631	3,107	2,000	0
	Total Operating Expense	$ 154,149	$ 172,035	$ 2,528,643	$ 232,865
Capital Outlay					
6410	Office Equip & Machinery	$ 71,925	$ 156,807	$ 125,000	$ 317,454
6420	Furniture &Fixtures	$ 3,297	$ 4,808	$ 5,000	$ 0
6440	Vehicles	0	69,599	0	0
	Total Capital Outlay	$ 75,222	$ 231,214	$ 130,000	$ 317,454
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9111	Transfer to Police FPRA	0	0	281,246	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 363,929**	**$ 929,869**	**$ 3,382,674**	**$ 902,228**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Restricted Fund Fund/Division Number: 101-3007		Department: Division:	Police Grants/FPRA		
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Intergovernmental					
347 89	COPS Hiring Grant-2020	$ 0	$ 279,734	$ 281,246	$ 0
	American Rescue Plan	0	0	15,000	0
	Total Interfund Transfers	$ 0	$ 279,734	$ 296,246	$ 0
Transfers					
	Transfer from FPRA	$ 0	$ 115,115	$ 90,987	$ 446,513
	Total Interfund Transfers	$ 0	$ 115,115	$ 90,987	$ 446,513
	TOTAL RESOURCES	**$ 0**	**$ 394,849**	**$ 387,233**	**$ 446,513**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Restricted Fund	Department:	Police Grants/FPRA
Fund/Division Number: 101-3007	Division:	

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Police Officer	0	5	5	5
Total Budgeted Staffing Level	0	5	5	5

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 232,924	$ 249,186	$ 262,275	$ 296,650
1020	Incentive Pay	2,844	1,068	0	0
1030	Accrued Compensation	0	0	0	0
1040	Overtime	11,898	12,865	5,000	5,000
1050	Holiday Overtime	19,382	22,702	0	0
2010	FICA Taxes	19,557	21,397	20,064	23,076
2020	Retirement/Police	35,100	38,182	38,345	51,069
2030	Life & Health Insurance	61,461	41,708	36,802	43,554
2035	Dental Insurance	3,040	2,329	1,716	2,758
2040	Workers' Compensation	8,642	6,415	9,180	9,381
	Total Personnel Services	$ 394,849	$ 395,852	$ 373,381	$ 431,488
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	0	0	0	0
4020	Travel and Education	0	0	0	0
4110	Communications	0	0	5,000	5,000
4675	Software Maintenance	0	0	0	0
4945	Refunds	0	0	0	0
4990	Misc. Expenses	0	0	0	0
4999	Unallocated	0	0	2,352	3,525

Proposed Budget for Fiscal Year 2023/24

Fund Title: Restricted Fund Fund/Division Number: 101-3007	Department: Division:	Police Grants/FPRA		
	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense, cont'd.				
5110 Office Supplies	0	0	0	0
5250 Uniforms	4,500	3,250	4,500	4,500
5251 Military Supplies	0	0	2,000	2,000
5430 Law Enforcement Education	0	0	0	0
Total Operating Expense	$ 4,500	$ 3,250	$ 13,852	$ 15,025
Capital Outlay				
6410 Office Equip & Machinery	$ 0	$ 0	$ 0	$ 0
6440 Vehicles	0	0	0	0
Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
Transfers				
9110 Transfer to General	$ 0	$ 0	$ 0	$ 0
Total Transfers	$ 0	$ 0	$ 0	$ 0
TOTAL APPROPRIATIONS	**$ 399,349**	**$ 399,102**	**$ 387,233**	**$ 446,513**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Urban Redevelopment	Department:	Urban Redevelopment
Fund/Division Number: 104-0000	Division:	FPRA

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Taxes					
311 10	Ad Valorem Taxes	$ 7,306,664	$ 7,923,864	$ 9,054,702	$ 11,899,370
	Total Taxes	$ 7,306,664	$ 7,923,864	$ 9,054,702	$ 11,899,370
Licenses and Permits					
329 20	Lot Clearing Permits	$ 671	$ 1,372	$ 0	$ 500
	Total Licenses and Permits	$ 671	$ 1,372	$ 0	$ 500
Intergovernmental					
343 91	Admin Charge - Liens	$292	$3,825	$0	$0
347 54	Marina Dockage	11,496	12,178	11,500	12,300
384 90	Other Grants	0	1,544	0	0
	Total Intergovernmental	$ 11,788	$ 17,547	$ 11,500	$ 12,300
Miscellaneous Revenue					
361 10	Interest on Investments	$ 9,492	$ 377	$ 500	$ 500
362 14	Leases	210,300	333,286	200,000	300,000
363 10	Liens	5,156	0	3,500	1,000
369 31	Reimburse of Expenditures	300	508	1,000	500
369 45	Sale of Surplus Land	0	0	0	0
369 90	Other Misc. Revenues	0	0	500	500
	Total Miscellaneous Revenues	$ 225,248	$ 334,170	$ 205,500	$ 302,500
Transfers					
	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
	Transfer from Construction Fund	0	0	0	0
	Transfer from Restricted Fund	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$ 7,544,371**	**$ 8,276,953**	**$ 9,271,702**	**$ 12,214,170**
Fund Balance Appropriation		0	0	0	0
	TOTAL RESOURCES	**$ 7,544,371**	**$ 8,276,953**	**$ 9,271,702**	**$ 12,214,170**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Urban Redevelopment	Department:	Urban Redevelopment
Fund/Division Number: 104-0000	Division:	FPRA

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Police Officer	0	0	0	0
Redevelopment Specialist	0	0	0	0
Total Budgeted Staffing Level	0	0	0	0

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 0	$ 0	$ 0	$ 0
1030	Accrued Compensation	0	0	0	0
1040	Overtime	0	0	0	0
2010	FICA Taxes	0	0	0	0
2020	Retirement/General	0	0	0	0
2030	Life & Health Insurance	0	0	0	0
2035	Dental Insurance	0	0	0	0
2040	Workers' Compensation	0	0	0	0
	Total Personnel Services	$ 0	$ 0	$ 0	$ 0
Operating Expense					
3120	Legal Fees	$ 1,536	$ 0	$ 0	$ 0
3190	Consultant Fees	0	147,940	0	0
3200	Accounting & Auditing	8,000	8,000	8,250	9,000
3440	Demolition	0	21,730	0	0
3468	Marina Operation	5,143	5,247	5,500	6,000
3490	Contractual Fees	96,942	232,232	600,000	500,000
4020	Travel & Education	0	4,278	0	10,000
4110	Communications	0	0	0	0
4120	Freight and Postage	0	0	500	600
4310	Utilities	23,112	32,574	25,000	30,000
4410	Equipment Rental	15,277	3,693	0	0
4430	Land Lease	0	84,255	56,000	60,000
4510	Insurance	114,200	130,270	95,000	192,000
4620	Site Maintenance	9,870	86,630	100,000	125,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	0	0	0	0
4675	Software Maintenance	0	0	0	0
4720	Outside Printing	0	0	0	0
4810	Advertising	61	880	2,000	5,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: Community Redevelopment	Department:	Urban Redevelopment
Fund/Division Number: 104-0000	Division:	FPRA

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense, cont'd					
4911	Loan Interest	0	0	0	0
4940	Bad Debts	0	0	0	0
4960	Administrative Fees	145,000	175,000	175,000	175,000
4980	Contingency	0	0	110,561	86,792
4985	Real Estate Taxes	36,259	36,753	45,000	45,000
4990	Miscellaneous Expenses	750	1,451	50,000	10,000
5110	Office Supplies	0	0	0	0
5120	EDP Supplies	0	0	0	0
5210	Gas and Oil	0	47	0	0
5410	Books, Pubs, Subscriptions & Mbrshp	1,870	2,045	2,000	2,500
	Total Operating Expense	$ 458,020	$ 973,026	$ 1,274,811	$ 1,256,892
Capital Outlay					
6100	Land	$ 0	$ 0	$ 0	$ 0
6200	Buildings	5,928	0	1,130,000	1,150,000
6310	Roads & Bridges	0	0	0	1,750,000
6320	Other improvements	30,600	43,120	40,000	400,000
6410	Office Equip & Machinery	12,318	23,738	0	0
	Total Capital Outlay	$ 48,845	$ 66,858	$ 1,170,000	$ 3,300,000
Other Programs & Projects					
8340	Other Grants & Aids	$ 28,294	$ 13,400	$ 300,000	$ 400,000
8347	School Resorce Officers	217,253	250,875	425,000	525,000
8392	Youth Activities	20,000	20,000	50,000	0
	Total Programs & Projects	$ 265,547	$ 284,275	$ 775,000	$ 925,000
Transfers					
90 01	General-Debt Service (2010B)	$ 2,488,308	421,376	$ 0	$ 0
90 01	General-Debt Service/(2019A)	0	2,067,525	2,065,500	2,065,050
9118	Debt Service 2015A	1,620,840	1,619,200	1,621,440	1,622,400
9119	Debt Service 2015B	891,760	896,600	0	0
9120	Debt Service 2020B2-Land	248,376	247,251	150,264	0
9121	Debt Service 2021	0	0	829,200	836,000
9166	Sunrise Theatre	675,000	450,000	450,000	500,000
9167	General	500,000	581,945	844,500	1,262,315
9184	Special Revenue Fund	191,016	0	0	0
9189	Police Grants/FPRA	0	115,115	90,987	446,513
	Total Transfers	$ 6,615,300	$ 6,399,012	$ 6,051,891	$ 6,732,278
	TOTAL APPROPRIATIONS	**$ 7,387,711**	**$ 7,723,171**	**$ 9,271,702**	**$ 12,214,170**

Proposed Budget for Fiscal 2023/24

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
CDBG REVENUE					
331 90	Entitlement Grant	$ 171,698	$ 500,396	$ 541,184	$ 564,875
334 50	Program Income	0	0	0	0
361 39	Other Interest Earnings	3,484	82	500	500
366 00	Contributions from Private Sources	0	0	0	0
369 31	Reimbursement of Expenditures	0	8,368	5,000	5,000
	CDBG Carry Over Funding	618,606	42,142	470,704	366,304
	Total REVENUE	**$ 793,787**	**$ 550,987**	**$ 1,017,388**	**$ 936,679**
TRANSFERS					
369 41	Contractual Svc./CDBG	$ 99,506	$ 0	$ 0	$ 0
369 42	Contractual Svc./SHIP	102,655	0	0	0
369 43	Contractual Svc./Grants Admin.	0	37,500	0	0
369 30	Settlement	70,292	0	0	0
381 10	Transfer from General	0	100,000	60,000	100,000
381 11	Transfer from FPRA	0	0	0	0
	Total TRANSFERS	**$ 272,453**	**$ 137,500**	**$ 60,000**	**$ 100,000**
	Total CDBG REVENUE	**$ 1,066,240**	**$ 688,487**	**$ 1,077,388**	**$ 1,036,679**

Proposed Budget for Fiscal 2023/24

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level					
	Grants Administration Manager	1	1	1	1
	Grant Writer	1	1	1	1
	Community Resource Specialist	1	1	1	1
	Reporting & Grants Specialist	1	1	1	1
	Administrative Assistant	0	0	1	1
	Total Budgeted Staffing Level	**4**	**4**	**5**	**5**

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
10 10	Salaries and Wages	$ 142,132	$ 141,632	$ 298,756	$ 309,315
10 30	Accrued Compensation	5,555	0	500	500
10 40	Overtime	0	1,211	0	0
20 10	FICA Taxes	10,643	10,292	22,893	23,701
20 20	Retirement	22,400	24,225	51,263	54,403
20 30	Life & Health Insurance	28,530	22,554	49,879	29,375
20 35	Dental Insurance	1,613	1,146	2,426	1,145
20 40	Workers' Compensation	332	465	479	465
	Total Personnel Services	**$ 211,205**	**$ 201,526**	**$ 426,196**	**$ 418,904**
CDBG Department Expenditures					
	Administrative				
32 00	Accounting & Auditing	810	0	850	875
34 90	Administrative-Contractual	33,943	79,223	0	0
49 60	Administrative Expenses	52,309	27,034	55,000	55,000
	Rehabilitation Department				
83 10	Housing Rehabilitation	$ 0	$ 25,227	$ 0	$ 45,000
83 30	Senior Citizens Housing	0	0	0	0
83 40	Other Grants & Aids	330,832	3,700	40,000	50,000
83 45	Weatherization	0	0	20,000	0

Proposed Budget for Fiscal 2023/24

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
	Neighborhood Revitalization				
83 80	Lincoln Park Mainstreet	$ 50,000	$ 37,500	$ 50,000	$ 50,000
83 80	Fort Pierce Mainstreet	50,000	37,500	50,000	50,000
83 83	Lincoln Park/Orange Ave. Business Dev	0	0	0	0
83 86	Local Art/Cultural Heritage	0	21,717	45,000	46,900
86 86	FPAT	0	0	0	0
83 87	Commercial Facades	0	0	30,000	0
	Economic Development				
83 88	Micro-Bus/Economic Development	$ 0	$ 51,201	$ 90,000	$ 60,000
83 88	Job Fair & Lincoln Park Business Expo	0	0	20,000	20,000
	Public Service				
83 97	Public Facility Improvements	$ 0	$ 463	$ 50,000	$ 80,000
83 97	Public Amenities	0	0	60,000	0
83 88	Public Service Agencies	0	19,040	0	50,000
83 98	Youth and Children Projects	0	0	0	0
	Total Operating Expenditures	**$ 517,895**	**$ 302,605**	**$ 510,850**	**$ 507,775**
	Grants-Programs & Projects				
83 10	Housing Rehabilitation (Roll-over)	$ 0	0	40,000	40,000
83 41	Commercial Façade (Roll-over)	0	0	25,000	25,000
83 83	Micro-Bus/Economic Development	0	0	20,000	20,000
83 86	Local Art/Cultural Heritage	0	0	0	0
83 98	Public Service	0	0	23,000	25,000
83 99	COVID19 Projects	337,140	180,000	0	0
	Administrative Expenses	0	0	32,342	0
	Total Roll-Over Expenditures	**$ 337,140**	**$ 180,000**	**$ 140,342**	**$ 110,000**
	Capital				
63 10	Road & Bridge Improvement	$ 0	$ 0	$ 0	$ 0
63 20	Other Improvements	0	0	0	0
64 10	Office Equipment & Machinery	0	4,356	0	0
64 45	Other Equipment	0	0	0	0
99 99	Unencumbered	0	0	0	0
	Total Capital	**$ 0**	**$ 4,356**	**$ 0**	**$ 0**
	TOTAL CDBG APPROPRIATIONS	**$ 1,066,240**	**$ 688,487**	**$ 1,077,388**	**$ 1,036,679**

Proposed Budget for Fiscal 2023/24

Fund Title: Department of Urban Redevelopment Fund/Division Number: 103 & 105	Department: CDBG & SHIP Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
SHIP REVENUES					
344 90	SHIP	$ 0	$ 497,670	$ 460,127	$ 549,324
33490	COVID19 Relief Funds	0	0	0	0
334 50	Program Income	5,000	50	1,000	1,000
361 10	Interest on Investments	500	40	100	100
369 90	Other Misc. Revenues	0	34,510	0	0
381 90	Program Income HHR	0	8,851	0	0
	Carry Over Funding	325,000	(269,853)	0	0
	Total SHIP Revenue	**$ 330,500**	**$ 271,268**	**$ 461,227**	**$ 550,424**
SHIP EXPENDITURES					
Total Operating Expenses		$ 25,000	$ 1,083	$ 46,013	$ 54,932
Total COVID19 Expenses		0	0	0	0
Total Grants-Programs &Projects		305,500	270,185	415,214	495,492
	TOTAL SHIP APPROPRIATIONS	**$ 330,500**	**$ 271,268**	**$ 461,227**	**$ 550,424**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Department of Urban Redevelopment	Department:
Fund/Division Number:	Division: Grants Administration

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Grants					
334 50	Program Income	$ 17,110	$ 135,737	$ 0	$ 0
	Total Intergovernmental	$ 17,110	$ 135,737	$ 0	$ 0
Miscellaneous Revenue					
361 10	Interest on Investments	$ 1,036	($13)	$ 500	$ 500
361 38	HHRP Loan	2,444	2,629	2,000	2,000
369 31	Reimb. Of Expenditures	0	450	0	0
369 40	Contractual Svcs./Allegany(AFM)	0	0	0	0
369 90	Other Misc. Revenues	0	0	0	0
	Carry Forward Funding	0	0	429,385	530,000
	Total Miscellaneous Revenues	$ 3,480	$ 3,066	$ 431,885	$ 532,500
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
381 91	FPRA	0	0	0	0
	Total Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$20,590**	**$ 138,803**	**$ 431,885**	**$ 532,500**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Department of Urban Redevelopment	Department:
Fund/Division Number:	Division: Grants Administration

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Lincoln Park Revitalization Coordinator	0	0	0	0
Total Budgeted Staffing Level	**0**	**0**	**0**	**0**

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services				
10 10 Salaries and Wages	$ 0	$ 0	$ 0	$ 0
10 30 Accrued Compensation	0	0	0	0
10 40 Overtime	0	0	0	0
20 10 FICA Taxes	0	0	0	0
20 20 Retirement	0	0	0	0
20 30 Life & Health Insurance	0	0	0	0
20 35 Dental Insurance	0	0	0	0
20 40 Workers' Compensation	0	0	0	0
Total Personnel Services	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 0	$ 0
4020 Travel & Education	0	0	0	0
4120 Freight and Postage	0	0	100	100
4810 Advertising	0	0	0	0
4960 Administrative Fees	22,400	0	2,400	2,400
4965 Escrow Expenses	0	0	0	0
4990 Miscellaneous Expenses	0	100	0	0
Programs & Projects	0	0	429,385	530,000
Total Operating Expense	$ 22,400	$ 100	$ 431,885	$ 532,500
Interfund Transfers				
Transfer to CDBG	$ 0	$ 37,500	$ 0	$ 0
Transfer to SHIP	0	0	0	0
Total Interfund Transfers	$ 0	$ 37,500	$ 0	$ 0
TOTAL APPROPRIATIONS	**$ 22,400**	**$ 37,600**	**$ 431,885**	**$ 532,500**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Marina Fund/Division Number: 401-0000		Department: Marina Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Grants					
331 50	Disaster Relief/Federal	$0	$0	$0	$0
334 39	Physical Environmental Grant	0	0	0	243,750
334 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 0	$ 243,750
Charges for Services					
347 54	Dockage	$ 1,383,774	$ 1,516,009	$ 1,500,000	$ 1,700,000
347 55	Transient Dockage	664,323	743,193	650,000	975,000
	Total Charges for Services	$ 2,048,098	$ 2,259,202	$ 2,150,000	$ 2,675,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 2,607	$ 108	$ 5,000	$ 2,500
361 33	Other Investment Interest	0	0	0	0
362 14	Leases	4,318	2,331	3,500	3,500
362 16	Crabby's Lease	207,472	195,969	207,000	200,000
369 31	Reimburse of Expenditures	0	0	0	0
369 49	Misc Revenues	12,000	12,375	0	12,000
369 85	Settlement of Claims	0	0	0	0
369 90	Other Misc. Revenue	3,788	6,771	7,000	7,000
369 91	Gas and Oil Sales	1,348,251	2,044,481	1,600,000	2,300,000
369 92	Electric Utility Sales	178,334	134,490	180,000	150,000
369 93	Utility Fees	19,837	68,869	10,000	65,000
369 94	Soda, Candy & Ice Sales	236,319	231,396	205,000	235,000
369 96	Late Payment Charges	2,597	1,480	3,500	3,500
369 97	Live Aboards	82,374	84,736	78,000	85,000
369 98	Other Miscellaneous Revenues	18,726	15,255	17,500	17,500
	Total Miscellaneous Revenue	$ 2,116,623	$ 2,798,261	$ 2,316,500	$ 3,081,000
	Total Revenue	$ 4,164,721	$ 5,057,464	$ 4,466,500	$ 5,999,750
	Appropriated Retained Earnings	(204,975)		344,165	676,543
	TOTAL RESOURCES	**$ 3,959,746**	**$ 5,057,464**	**$ 4,810,665**	**$ 6,676,293**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Marina	**Department: Marina**
Fund/Division Number: 401-0000	**Division:**

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Marina Director	1	1	1	1
Senior Accounting Analyst	1	1	1	1
Operations Supervisor	1	1	1	1
Assistant Dockmaster	2	2	2	2
Concierge Retailer	1	1	1	1
Dock Attendant	1	1	1	1
Storekeeper (FT)	0	0	1	1
Marine Waterways Enforcement Officer	0	0	0	2
Maintenance Technician	0	0	0	1
Total Budgeted Staffing Level	7	7	8	11

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 280,180	$ 318,927	$ 407,536	$ 580,910
1030	Accrued Compensation	3,536	3,830	6,000	6,000
1040	Overtime	2,996	3,830	5,000	5,000
2010	FICA Taxes	22,080	24,957	32,431	45,694
2020	Retirement Contributions	40,010	47,529	62,324	94,628
2030	Life & Health Insurance	39,201	45,343	65,884	106,993
2035	Dental Insurance	2,411	2,404	3,258	4,181
2040	Workers' Comp.	12,004	11,113	9,814	12,835
	Total Personnel Services	$ 402,419	$ 457,933	$ 592,246	$ 856,240
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 3,000	$ 3,000
3190	Consulting Fees	0	0	0	0
3200	Accounting & Auditing	2,861	2,834	3,000	3,100
3490	Misc. Contract Services	21,136	18,220	180,000	111,250
3495	Temp Employee Svc	225,064	310,261	250,000	375,000
4010	Car Allowance	4,200	4,200	5,400	5,400
4020	Travel & Education	196	0	5,000	12,000
4110	Communications	29,072	25,149	35,000	35,000
4120	Freight and Postage	949	959	1,500	1,500

Proposed Budget for Fiscal Year 2023/24

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4310	Utilities	146,378	165,076	148,000	175,000
4410	Equipment Rental	2,092	4,129	3,000	4,500
4430	Land Lease	6,330	49,753	45,000	50,000
4510	Insurance & Fidelity Bond	524,674	655,507	550,000	750,000
4540	FLC Liability & Property	0	0	0	0
4610	Building Maintenance	11,308	8,066	25,000	25,000
4620	Restroom/Laundry Maint.	0	0	4,500	4,500
4630	Pier Maintenance	47,341	36,835	60,000	60,000
4650	Vehicle Maintenance	96	481	900	900
4651	Vehicle Parts	409	854	700	700
4660	Equipment Maintenance	12,080	12,382	13,000	13,000
4670	Computer Maintenance	0	0	2,500	2,500
4675	Software Maintenance	31,160	31,352	37,000	37,000
4710	Reproduction	2,406	1,652	1,500	1,500
4810	Advertising	22,764	33,033	40,000	40,000
4920	Cost of Goods Sold Fuel	1,050,122	1,739,290	1,250,000	1,500,000
4930	Cost of Goods Sold	122,080	116,547	115,000	120,000
4940	Bad Debt Expense	4,480	0	10,000	5,000
4960	Administrative Charges	154,498	191,338	140,000	200,000
4970	Inventory Adjustment	0	936	2,500	2,500
4975	Taxes	18,302	18,232	40,000	20,000
4990	Miscellaneous Expense	36,584	105	5,000	5,000
5110	Office Supplies	4,575	5,149	5,000	5,000
5120	EDP Supplies	60	17	500	500
5150	Misc. Equipment	36,465	3,354	20,500	20,500
5210	Gas and Oil	757	891	1,000	1,000
5230	Cleaning Supplies	15,066	14,814	16,000	16,000
5231	Safety Supplies	0	0	1,000	1,000
5232	Other Supplies	0	479	500	500
5241	Horticultural Supplies	516	3,693	1,500	3,500

Proposed Budget for Fiscal Year 2023/24

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
5250	Uniforms	1,322	36	2,500	2,500
5260	Expendable Tools	2,283	3,806	2,500	2,500
5410	Books,Pubs,Subscriptions&Mbrshp	580	1,090	1,500	1,500
5900	Depreciation	1,133,154	1,104,745	1,133,154	1,104,745
	Total Operating Expense	$ 3,671,359	$ 4,565,266	$ 4,162,154	$ 4,722,595
Capital Outlay					
6200	Building	$ 20,237	$ 0	$ 0	$ 28,000
6310	Other Improvements	0	20,022	80,000	975,000
6320	Other Structures Facility	17,613	0	15,000	0
6360	Hurricane Improvements	0	0	5,000	10,000
6410	Office Equip & Machinery	7,069	3,354	6,000	4,000
6420	Furniture & Furnishings	0	0	1,500	1,500
6445	Other Equipment	31,058	0	15,000	225,000
	Total Capital Outlay	$ 75,977	$ 23,376	$ 122,500	$ 1,243,500
Debt Service					
7010	Principal	$ 458,670	$ 468,061	$ 478,946	$ 488,595
7020	Interest	195,386	194,420	184,754	173,107
7030	Other Debt Service Cost	28,806	26,809	25,000	25,000
	Total Debt Service	$ 682,863	$ 689,290	$ 688,700	$ 686,702
Non-Operating Expenses					
9110	Transfer to General	$ 250,000	$ 250,000	$ 275,000	$ 275,000
9200	Loan Principal	0	0	102,068	0
9300	Loan Interest	10,281	5,653	1,152	0
	Total Non-Operating Expenses	$ 260,281	$ 255,653	$ 378,219	$ 275,000
	TOTAL APPROPRIATIONS	**$ 5,092,900**	**$ 5,991,519**	**$ 5,943,819**	**$ 7,784,038**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Solid Waste	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Grants					
331 50	Disaster Relief/Federal	$ 0	$ 0	$ 0	$ 0
331 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charges for Services					
343 40	Residential Service	$ 3,355,776	$ 3,416,488	$ 3,500,000	$ 3,650,000
343 41	Commercial Service	4,012,237	4,146,509	4,250,000	4,575,000
343 43	Commercial Trash	101,291	101,291	100,000	101,300
343 44	Recycling/Billing	406,937	415,238	400,000	400,000
343 45	Other Income	0	0	0	0
343 46	Recycling Program	18,989	9,733	3,500	3,500
	Total Charges for Services	$ 7,895,230	$ 8,089,259	$ 8,253,500	$ 8,729,800
Miscellaneous Revenue					
361 10	Interest on Investments	$ 884	$ 43	$ 1,000	$ 1,000
361 20	Interest of SBA	0	0	0	0
364 41	Sale of Surplus	0	0	0	0
366 90	Contributions/Private Sources	0	66,674	0	0
369 85	Settlement of Claims	0	0	0	0
369 90	Miscellaneous Revenue	0	2,742	0	0
	Total Miscellaneous Revenue	$ 884	$ 69,459	$ 1,000	$ 1,000
	Total Revenues	$ 7,896,114	$ 8,158,718	$ 8,254,500	$ 8,730,800
	Appropriated Retained Earnings	(27,955)	429,730	502,667	572,859
	TOTAL RESOURCES	**$ 7,868,159**	**$ 8,588,448**	**$ 8,757,167**	**$ 9,303,659**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Solid Waste	**Department: Solid Waste**
Fund/Division Number: 402-0000	**Division:**

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Public Works Director	1	1	1	1
Deputy Public Works Director	1	1	1	1
Fleet Manager	1	1	1	1
Division Manager	1	1	1	1
Operations Manager-Fleet	1	1	1	1
Executive Assistant	1	1	1	1
Engagement & Outreach Coordinator	0	0	1	1
Administrative Assistant	1	1	1	2
Lead Sanitation Driver	0	0	0	2
Sanitation Driver	20	22	22	22
Maintenance Worker	2	4	4	4
Master Mechanic	1	1	1	1
Garage Foreman	0	0	1	1
Diesel Mechanic	3	3	2	3
Inspector	1	1	1	1
Total Budgeted Staffing Level	34	38	39	43

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,254,369	$ 1,454,790	$ 1,901,838	$ 2,296,440
1030	Accrued Compensation	56,737	12,150	14,700	14,700
1040	Overtime	125,560	173,856	50,000	50,000
2010	FICA Taxes	107,672	122,601	150,440	180,325
2020	Retirement Contributions	194,187	222,401	287,439	345,162
2030	Life & Health Insurance	269,526	290,974	400,363	470,525
2035	Dental Insurance	16,844	18,046	20,812	20,475
2040	Workers' Comp.	86,039	108,100	81,570	85,718
	Total Personnel Services	$ 2,110,934	$ 2,402,917	$ 2,907,162	$ 3,463,345

Proposed Budget for Fiscal Year 2023/24

Fund Title: Solid Waste	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense					
3200	Accounting & Auditing	$ 6,981	$ 6,612	$ 7,000	$ 7,000
3420	U.A. Customer Service Admin.	187,200	202,800	187,200	187,200
3430	Landfill Contract	2,144,703	1,923,534	2,125,000	2,250,000
3490	Misc. Contract Services	161,568	222,822	250,000	250,000
3495	Temp Employee Svcs	507,891	491,415	250,000	250,000
4010	Car Allowance	8,400	8,400	10,800	10,800
4020	Travel & Education	4,673	9,128	7,500	10,000
4110	Communications	17,439	22,526	50,000	50,000
4120	Freight and Postage	0	81	500	500
4310	Utilities	15,219	19,246	16,000	16,000
4410	Equipment Rental	10,232	3,326	50,000	50,000
4510	Insurance & Fidelity Bond	189,269	186,133	200,000	276,864
4550	Liability & Property Claims	0	0	0	0
4650	Vehicle Maintenance	3,922	3,882	5,000	5,000
4651	Vehicle Parts	356,748	455,204	300,000	350,000
4652	Tires, Tubes & Batteries	196,481	196,538	30,000	250,000
4653	Unforeseeable	4,374	0	15,000	15,000
4660	Equipment Maintenance	2,309	31,732	35,000	35,000
4670	Computer Maintenance	0	0	500	500
4675	Software Maintenance	10,207	11,088	15,000	15,000
4680	Radio Maintenance	0	0	0	0
4710	Reproduction	2,165	493	2,500	2,500
4810	Advertising	2,550	4,387	6,750	6,750
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	80,000	80,000	80,000	80,000
4990	Miscellaneous Expense	3,920	12,960	10,000	10,000
5110	Office Supplies	3,202	5,740	5,000	5,000
5120	EDP Supplies	0	0	200	200
5150	Miscellaneous Equip Expense	9,698	17,250	10,000	10,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: Solid Waste	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
5210	Gas and Oil	275,224	469,366	600,000	600,000
5232	Other Supplies	8,474	11,193	6,000	6,000
5242	Chemicals	6,139	5,578	10,000	10,000
5250	Uniforms	21,403	18,873	25,000	25,000
5260	Expendable Tools	220	723	1,000	5,000
5410	Books,Pubs,Subscriptions&Mbrshp	1,000	880	1,000	1,000
5900	Depreciation	816,057	775,074	816,057	775,074
	Total Operating Expense	$ 5,057,668	$ 5,196,982	$ 5,128,007	$ 5,565,388
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Other Improvements	0	0	0	0
6410	Office Equip & Machinery	2,065	0	0	0
6420	Furniture & Furnishings	0	0	0	0
6430	Heavy Equipment	0	0	0	0
6445	Other Equipment	190,568	241,036	150,000	0
	Total Capital Outlay	$ 192,633	$ 241,036	$ 150,000	$ 0
Non-Operating Expense					
9110	Transfer to General	$ 511,100	$ 948,096	$ 800,000	$ 500,000
9166	Transfer to Sunrise Theatre	225,000	0	0	0
9200	Capital Loan Payment	545,273	487,925	550,000	550,000
9200	Debt Service/Radios	41,607	62,617	38,055	0
9300	Loan Interest	0	23,950	0	0
	Total Non-Operating Expense	$ 1,322,980	$ 1,522,587	$ 1,388,055	$ 1,050,000
	TOTAL APPROPRIATIONS	**$ 8,684,216**	**$ 9,363,522**	**$ 9,573,224**	**$ 10,078,733**

Proposed Budget for Fiscal Year 2023/24

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

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Charges for Services					
347 20	Membership Dues	$ 30,684	$ 31,558	$ 38,000	$ 43,000
347 22	Other Memberships	1,710	1,668	2,000	9,000
347 24	Golf Fees	979,992	984,447	1,125,000	1,150,000
347 24	Adjustment Golf Fees	(5,188)	(4,610)	0	0
347 25	Driving Range	25,192	27,318	32,000	40,000
	Total Charges for Services	$ 1,032,391	$ 1,040,381	$ 1,197,000	$ 1,242,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 28	$ 0	$ 0	$ 0
369 25	Pro Shop Merchandise	68,881	62,992	75,000	75,000
369 31	Reimbursement of Expenses	10,299	930	6,000	6,000
369 70	Events	0	0	0	0
369 80	Food	15,805	10,484	17,000	20,000
369 85	Settlement of Claims	0	0	0	0
369 89	Alcoholic Beverages	59,820	59,629	65,000	80,692
369 90	Misc Revenues	2,755	4,683	20,000	22,000
369 94	Snacks & Beverages	22,121	21,172	25,000	40,000
369 98	Other Misc Revenues	0	0	17,665	28,000
	Total Miscellaneous Revenue	$ 179,709	$ 159,889	$ 225,665	$ 271,692
	Total Revenues	$ 1,212,100	$ 1,200,270	$ 1,422,665	$ 1,513,692
Transfers					
381 01	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
382 50	Transfer from Solid Waste	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	0	(21,483)	0	
	TOTAL RESOURCES	**$ 1,212,100**	**$ 1,178,787**	**$ 1,422,665**	**$ 1,513,692**

Proposed Budget for Fiscal Year 2023/24

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

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Golf Course Manager	1	1	1	1
Golf Pro	2	2	1	1
Superintendent	0	1	1	1
Assistant Superintendant	0	1	0	1
Lead Grounds Keeper	0	0	1	0
Total Budgeted Staffing Level	3	5	4	4

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 168,476	$ 211,327	$ 258,044	$ 274,201
1030	Accrued Compensation	2,761	3,126	1,400	1,400
1040	Overtime	516	0	0	0
2010	FICA Taxes	12,905	16,159	19,847	21,083
2020	Retirement Contributions	28,686	36,996	44,443	48,396
2030	Life & Health Insurance	33,384	32,353	34,929	43,456
2035	Dental Insurance	1,555	1,550	2,048	1,788
2040	Workers' Comp.	3,275	6,795	4,670	4,024
	Total Personnel Services	$ 251,557	$ 308,306	$ 365,382	$ 394,348
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	2,032	2,125	2,100	2,100
3440	Aquatic Weed Control	0	0	8,500	9,000
3490	Contractual Fees	595,096	4,856	0	0
3495	Temp Employee Svcs	99,129	128,681	264,992	165,622
4110	Communications	22,123	19,401	17,000	17,000
4120	Freight and Postage	0	79	500	500
4310	Utilities	62,040	81,922	47,000	85,000
4410	Equipment Rental-Golf Carts	46,800	47,799	54,000	58,000
4420	Land Lease	56,197	42,990	57,000	57,000
4510	Insurance & Fidelity Bond	64,277	73,594	75,000	91,572

Proposed Budget for Fiscal Year 2023/24

Fund Title: Golf Course		Department: Golf Course			
Fund/Division Number: 405-0000		Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense cont'd.					
4610	Building Maintenance	520	0	0	0
4620	Building Supplies	852	0	1,500	1,500
4630	Irrigation Maintenance	7,129	521	26,000	15,000
4651	Vehicle Parts	0	0	0	0
4660	Equipment Maintenance	1,123	0	10,000	10,000
4670	Computer Maintenance	0	0	3,550	3,550
4675	Software Maintenance	14,362	15,020	18,000	18,000
4810	Advertising	14,491	0	7,000	7,500
4925	Cost of Events	0	0	0	0
4930	Cost of Goods Sold	17,985	0	14,000	14,000
4932	Liquor Expense	28,248	0	28,000	33,000
4935	Merchandise CGS	42,505	0	40,000	43,000
4940	Bad Debt Expense	0	0	0	0
4960	Administrative Charges	66,286	68,527	67,000	67,000
4976	License and Fees	903	867	1,000	1,000
4980	Over/Short Expense	(23)	(17)	0	0
4985	Taxes	5,836	5,836	6,000	6,000
4990	Miscellaneous Expense	5	0	0	0
5110	Office Supplies	927	1,015	1,000	1,000
5120	EDP Supplies	0	0	0	0
5150	Misc Equipment Expense	496	289	0	0
5210	Gas and Oil	39,362	2,796	36,000	39,000
5231	Safety Supplies	1,161	0	0	0
5232	Other Supplies	8,605	0	5,500	5,500
5235	Maintenance Supplies	0	0	0	0
5240	Golf Supplies	4,755	0	4,500	4,500
5241	Horticultural Supplies	0	0	1,000	1,000
5242	Chemicals	7,000	0	75,000	75,000
5243	Turf Supplies	0	0	6,000	6,000
5244	Fertilizer	0	0	75,000	165,000
5250	Uniforms	818	0	2,000	1,500
5410	Books,Pubs,Subscriptions&Mbrshp	2,605	1,720	4,000	3,500
5900	Depreciation	139,941	142,936	140,000	142,936
	Total Operating Expense	$ 1,353,587	$ 640,956	$ 1,098,142	$ 1,150,280

Proposed Budget for Fiscal Year 2023/24

Fund Title: Golf Course Fund/Division Number: 405-0000		Department: Golf Course Division:			
		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Capital Outlay					
6200	Buildings	$ 0	$ 6,500	$ 0	$ 0
6320	Other Structures Facility	0	0	0	20,000
6410	Office Equip & Machinery	496	3,157	10,000	0
6420	Furniture & Furnishings	0	0	0	0
6445	Other Equipment	20,000	302,470	2,500	0
	Total Capital Outlay	$ 20,496	$ 312,127	$ 12,500	$ 20,000
Non-Operating Expense					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9180	Equipment Leases	0	52,113	82,000	83,000
9300	Loan Principal	4,597	0	4,597	0
9010	Loan Interest	44	8,221	44	9,000
	Total Non-Operating Expense	$ 4,641	$ 60,334	$ 86,641	$ 92,000
	TOTAL APPROPRIATIONS	**$ 1,630,282**	**$ 1,321,723**	**$ 1,562,665**	**$ 1,656,628**

Proposed Budget for Fiscal Year 2023/24

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

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Grants				
331 00 00 Federal Grants	$ 1,096,610	$ 548,305	$ 0	$ 0
334 70 10 State Grant/DCF	31,794	0	112,500	75,000
Total Grants	$ 1,128,404	$ 548,305	$ 112,500	$ 75,000
Charges for Services				
347 56 10 Ticket Sales	$ 212,374	$ 1,012,144	$ 1,350,000	$ 1,250,000
347 56 11 Ticket Sales - Rentals	223,569	863,155	800,000	800,000
347 56 15 Ticket Handling Fees	56,954	207,661	160,000	190,000
347 56 50 Sponsorship Fees	0	23,000	35,000	35,000
347 56 80 Memberships	53,600	83,858	125,000	125,000
347 56 90 Donations & Pledges	7,184	41,594	25,000	25,000
Total Charges for Services	$ 553,681	$ 2,231,412	$ 2,495,000	$ 2,425,000
Miscellaneous Revenue				
361 10 00 Interest Earning	$ 0	$ 113	$ 0	$ 0
362 14 00 Rents and Royalties	60,988	163,109	55,000	50,000
369 31 00 Reimb. of Expenditures	41	1,457	10,000	10,000
369 70 00 Events	0	19,075	25,000	25,000
369 89 00 Packaged Sales	56,560	163,782	150,000	150,000
369 90 00 Miscellaneous Revenues	269	308	250	250
369 95 00 Commission/Tips/Merch.	0	11,241	7,500	6,500
369 96 00 Late Payment Charges	0	0	0	0
Total Miscellaneous Revenues	$ 117,858	$ 359,084	$ 247,750	$ 241,750
Other Resources				
381 01 00 Transfer from General	$ 11,496	$ 0	$ 0	$ 0
381 91 00 Transfer from FPRA	675,000	450,000	450,000	500,000
381 89 00 Transfer from Restricted Fund	147,500	794,166	50,000	50,000
381 90 00 Transfer from Restricted Fund-SVOG	0		0	0
382 50 00 Transfer from Solid Waste	225,000	0	0	0
Total Other Resources	$ 1,058,996	$ 1,244,166	$ 500,000	$ 550,000
Appropriated Retained Earnigs	(1,533,110)	(1,238,313)	24,315	49,604
TOTAL RESOURCES	**$ 1,325,830**	**$ 3,144,654**	**$ 3,379,565**	**$ 3,341,354**

Proposed Budget for Fiscal Year 2023/24

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

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Executive Director	1	1	1	1
Marketing & Development Manager	1	1	1	1
Technical/Facilities Manager	1	0	1	1
Box House/Operations Manager	1	1	1	1
Facilities Maintenance Technician	0	0	0	1
Box Office Clerk	1	0	0	0
Administrative Assistant	1	0	0	0
Marketing & Public Relations Mgr	0	0	0	0
Executive Assistant	0	0	0	0
Total Budgeted Staffing Level	6	3	4	5

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 168,565	$ 237,302	$ 301,319	$ 361,327
1030	Accrued Compensation	2,246	4,028	6,000	6,000
1040	Overtime	0	269	5,000	5,000
2010	FICA Taxes	13,019	18,367	24,305	28,896
2020	Retirement Contributions	20,037	29,174	40,769	65,381
2030	Life & Health Insurance	22,452	37,170	69,052	66,481
2035	Dental Insurance	1,355	1,744	2,210	2,759
2040	Workers' Comp	6,883	4,970	5,216	5,436
	Total Personnel Services	$ 234,558	$ 333,026	$ 453,871	$ 541,281
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	4,854	4,345	4,900	5,100
3490	Misc. Contract Services	82,173	274,275	110,000	150,000
3491	Custodial	18,301	31,303	50,000	35,000
3492	House Crew	15,257	36,955	65,000	64,000
3493	Support Staff	51,881	49,322	60,000	55,000
3495	Temp Employee Svc	12,638	38,456	50,000	70,000

Proposed Budget for Fiscal Year 2023/24

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

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
3499	Security	4,527	23,563	20,000	25,000
4010	Car Allowance	4,200	4,200	0	5,400
4020	Travel & Education	100	1,860	7,500	8,000
4040	Hospitality/Entertainment	273	166	1,500	1,500
4043	Food	138	14,758	35,000	30,000
4044	Transportation	0	0	1,000	1,000
4045	Lodging	0	0	1,000	1,000
4110	Communications	28,352	26,769	25,000	25,000
4120	Freight and Postage	235	429	2,500	2,500
4310	Utilities	80,040	130,420	115,000	125,000
4410	Equipment Rental	14,709	15,364	15,000	15,000
4411	Audio Gear	0	0	500	500
4412	Backline	14,000	4,797	15,000	15,000
4413	Lighting	0	0	1,000	1,000
4414	Rigging	0	0	500	500
4415	Visual	0	0	500	500
4450	Theatre	0	0	0	0
4510	Insurance & Fidelity Bond	229,897	266,029	240,000	322,573
4540	FLC Liability & Property	0	4,228	4,000	4,000
4610	Building Maintenance	2,596	15,088	8,000	10,000
4640	A/C Maintenance	2,640	12,616	10,000	15,000
4645	Building Repair Supplies	38	1,263	2,500	3,000
4646	Theatre Supplies	850	1,492	1,500	1,500
4660	Equipment Maintenance	161	0	1,000	1,500
4670	Computer Maintenance	0	0	1,000	2,000
4675	Software Maintenance	4,521	4,309	2,500	4,500
4710	Reproduction	0	0	500	1,000
4720	Outside Printing	0	1,155	2,500	2,500
4810	Advertising	47,404	168,519	300,000	250,000

Proposed Budget for Fiscal Year 2023/24

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

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating Expense contd.					
4925	Cost of Events	62,406	639,390	800,000	800,000
4926	Cost of Events/Rent Reimb	132,992	640,058	140,000	550,000
4932	Packaged Sales	7,689	39,433	35,000	46,000
4933	Concession Supplies	2,362	6,148	7,500	8,000
4940	Bad Debt Expense	0	171	0	0
4945	Refunds	54,283	58,696	0	0
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	55,346	104,668	75,000	95,000
4976	Licenses & Fees	2,150	1,215	25,000	25,000
4985	Taxes	0	141	500	500
4980	Contingency	0	0	662,394	0
4990	Miscellaneous Expense	1,591	1,145	1,500	2,000
5110	Office Supplies	1,238	385	5,000	5,000
5120	EDP Supplies	20	227	500	500
5150	Misc Equipment Expense	15,954	8,146	5,000	5,000
5230	Cleaning Supplies	2,598	3,272	6,000	6,500
5410	Books,Publications,Subs&Mbrshp	1,773	2,321	2,500	3,000
5900	Depreciation	551,511	563,338	551,511	563,338
	Total Operating Expense	$ 1,511,699	$ 3,200,435	$ 3,471,805	$ 3,363,411
Capital Outlay					
6200	Other Structures Facilities	$ 0	$ 0	$ 0	$ 0
6320	Other Improvements	120,735	168,556	0	0
6410	Office Equip & Mach	10,348	5,975	0	0
	Total Capital Outlay	$ 131,083	$ 174,532	$ 0	$ 0
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,877,341**	**$ 3,707,992**	**$ 3,925,676**	**$ 3,904,692**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Licenses and Permits					
322 10	Permits-Building Dept.	$ 2,395,797	$ 3,996,299	$ 3,250,000	$ 3,250,000
322 20	Inspections	15,240	13,453	15,000	15,000
322 90	Other Permit Fees	1,780,610	2,035,511	1,750,000	1,500,000
329 40	Contractor's License	62,330	64,715	20,000	20,000
	Total Licenses and Permits	$ 4,253,978	$ 6,109,978	$ 5,035,000	$ 4,785,000
Grants					
331 10	General Government	$ 0	$ 0	$ 0	$ 0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charge for Services					
341 40	Cert, Copying, Rcd Search	($263)	($292)	$ 500	$ 500
341 60	Administration Fees	0	0	0	0
341 61	Demo & Flood Plain Mgmnt	0	0	5,000	5,000
341 94	Credit Card Process Fees	243,144	58,586	30,000	30,000
	Total Charges for Services	$ 242,881	$ 58,295	$ 35,500	$ 35,500
Fines & Forfeits					
354 60	Unlicensed Contracting	$ 2,000	$ 0	$ 0	$ 0
354 70	Violation of Local Ordinance	72,942	45,997	40,000	40,000
	Total Fines & Forfeits	$ 74,942	$ 45,997	$ 40,000	$ 40,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 6,572	$ 462	$ 10,000	$ 0
361 33	Other Investment Interest	0	0	0	0
369 31	Reimbursement of Expeditures	1,138	0	0	0
369 57	St. Lucie County	105,228	169,517	50,000	80,000
369 90	Other Misc. Revenues	45,113	51,455	50,000	50,000
	Total Miscellaneous Revenues	$ 158,052	$ 221,435	$ 110,000	$ 130,000
	Total Revenues	$ 4,729,852	$ 6,435,704	$ 5,220,500	$ 4,990,500
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
	TOTAL Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	(2,042,550)	(3,787,399)	24,495	165,461
	TOTAL RESOURCES	**$ 2,687,302**	**$ 2,648,305**	**$ 5,244,995**	**$ 5,155,961**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Building Director/Official	1	1	1	1
Deputy Building Official	1	1	1	1
Building Department Coordinator	1	1	1	1
CRS Coordinator	1	1	1	1
Special Projects Coordinator	1	1	1	1
Executive Assistant	1	1	1	1
Administrative Assistant	1	1	1	1
Building Inspector /Investigator	8	7	7	7
Senior Permit Specialist	1	2	2	2
Permit Specialist	8	8	8	8
Plan Examiner	0	1	1	1
Building Inspector	0	1	1	1
Building Inspector/Plans Examiner	0	1	1	1
Building Investigator	0	1	1	1
Records Management Coordinator	0	1	1	1
Total Budgeted Staffing Level	24	29	29	29

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services				
1010 Salaries and Wages	$ 1,039,421	$ 1,067,827	$ 1,691,333	$ 1,761,112
1030 Accrued Compensation	5,809	17,036	7,000	7,000
1040 Overtime	25,785	35,485	5,000	5,000
2010 FICA Taxes	78,348	82,277	130,718	136,056
2020 Retirement Contributions	178,146	191,451	291,781	311,358
2030 Life & Health Insurance	228,483	187,644	320,146	312,576
2035 Dental Insurance	11,628	11,473	16,147	13,154
2040 Workers' Compensation	19,730	26,924	27,515	33,805
Total Personnel Services	$ 1,587,349	$ 1,620,116	$ 2,489,640	$ 2,580,061
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 2,500	$ 2,500
3170 Examination Fees	0	0	2,500	2,500
3200 Accounting & Auditing	1,272	1,417	1,500	1,500
3490 Contractual Fees	51,421	201,143	750,000	750,000

Proposed Budget for Fiscal Year 2023/24

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating contd.					
3495	Temp Employee Svcs	110,787	89,886	200,000	200,000
4010	Car Allowance	0	3,150	5,400	5,400
4020	Travel and Education	11,755	25,373	25,000	50,000
4110	Communications	34,443	27,212	40,000	40,000
4120	Freight and Postage	3,693	4,303	10,000	10,000
4410	Equipment Rental	11,694	26,426	100,000	100,000
4510	Liability	12,961	11,655	14,000	14,000
4650	Vehicle Maintenance	4,730	3,148	7,500	7,500
4651	Vehicle Parts	3,482	3,683	7,500	7,500
4652	Tires & Batteries	740	0	7,500	7,500
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	0	5,500	0	0
4675	Software Maintenance	74,536	63,604	500,000	250,000
4680	Radio Maintenance	0	359	0	0
4710	Reproduction	6,523	3,960	10,000	10,000
4720	Outside Printing	6,589	3,689	15,000	15,000
4810	Advertising	378	0	500	500
4945	Refunds	0	0	0	0
4960	Administrative Fees	427,733	407,146	430,000	430,000
4990	Miscellaneous Expenses	18,743	15,025	100,000	100,000
5110	Office Supplies	9,318	8,203	10,000	10,000
5120	EDP Supplies	3,816	80	4,500	4,500
5150	Misc. Equipment	53,471	26,094	145,000	145,000
5210	Gas and Oil	16,379	16,485	40,000	40,000
5232	Other Supplies	0	0	5,000	5,000
5410	Books, Pubs, Subscriptions&Mbrshp	11,117	5,516	12,500	12,500
5900	Depreciation	71,411	87,935	72,000	87,395
	Total Operating Expense	$ 946,992	$ 1,040,991	$ 2,517,900	$ 2,308,295
Capital Outlay					
6320	Other Improvements	$ 45,489	$ 4,680	$ 75,000	$ 75,000
6410	Office Equipment & Mach	84,348	3,005	90,000	90,000
6440	Vehicles	72,159	48,106	130,000	130,000
6420	Furniture & Furnishings	15,013	0	10,000	60,000
6450	Radios	0	12,010	0	0
	Total Capital Outlay	$ 217,008	$ 67,801	$ 305,000	$ 355,000
Non-operating Expenses					
9201	Debt Service/Radios	$ 7,364	$ 7,331	$ 4,455	$ 0
	Total Non-Operating Expenses	$ 7,364	$ 7,331	$ 4,455	$ 0
	TOTAL APPROPRIATIONS	**$ 2,758,713**	**$ 2,736,240**	**$ 5,316,995**	**$ 5,243,356**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Stormwater	Department: Animal Shelter
Fund/Division Number: 407-0000	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Grants					
331 36	General Grants	$ 0	$ 0	$ 30,000	$ 30,000
	Total Grants	$ 0	$ 0	$ 30,000	$ 30,000
Charges for Services					
000 00	Adoption Services	$ 0	$ 0	$ 50,068	$ 48,000
000 00	Impound Fees	0	0	15,000	12,000
000 00	Service Fees	0	0	15,000	12,000
	Total Charges for Services	$ 0	$ 0	$ 80,068	$ 72,000
Municipal Charges					
000 00	Lincense Fees	$ 0	$ 0	$ 15,000	$ 15,000
000 00	Citation Fees	0	0	10,000	10,000
	Total Charges for Services	$ 0	$ 0	$ 25,000	$ 25,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 0	$ 0	$ 0	$ 0
366 90	Merchandise Sales	0	0	10,000	6,000
369 43	Business Contributions	0	0	30,000	25,000
369 31	Donations	0	0	50,000	50,000
369 31	Fundraising Income	0	0	25,000	25,000
	Total Miscellaneous Revenue	$ 0	$ 0	$ 115,000	$ 106,000
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 540,000	$ 199,500
381 50	Restricted Fund	0	0	0	355,000
381 51	Restriced Fund-ARP	0	0	300,000	0
	Total Charges for Services	$ 0	$ 0	$ 840,000	$ 554,500
	Total Revenues	$ 0	$ 0	$ 1,090,068	$ 787,500
	Appropriated Retained Earnings	0	0	0	364,191
	TOTAL RESOURCES	**$ 0**	**$ 0**	**$ 1,090,068**	**$ 1,151,691**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Building	Department: Animal Shelter
Fund/Division Number: 407-0000	Division:

	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Budgeted Staffing Level				
Operations Manager	0	0	1	1
Assistant Operations Manager	0	0	1	1
Animal Care Lead Dogs	0	0	1	1
Animal Care Lead Cats	0	0	1	1
Animal Care Medical	0	0	1	0
Animal Care Specialist I	0	0	5	6
Animal Care Specialist II	0	0	2	0
Administrative Assistant (PT)	0	0	2	2
Total Budgeted Staffing Level	0	0	14	12

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Personnel Services					
1010	Salaries and Wages	$ 0	$ 0	$ 396,682	$ 394,538
1030	Accrued Compensation	0	0	0	0
1040	Overtime	0	0	0	0
2010	FICA Taxes	0	0	30,346	30,182
2020	Retirement Contributions	0	0	67,952	69,281
2030	Life & Health Insurance	0	0	103,700	97,461
2035	Dental Insurance	0	0	5,117	3,796
2040	Workers' Compensation	0	0	5,771	4,933
	Total Personnel Services	$ 0	$ 0	$ 609,568	$ 600,191
Operating Expense					
0000	Contractual Services	$ 0	$ 0	$ 0	$ 2,500
0000	Temporary Employee Services	0	0	0	70,000
0000	Communications	0	0	0	2,500
0000	Animal Care-Food	0	0	15,000	20,000
0000	Animal Supplies	0	0	5,000	500
0000	Medical Supplies	0	0	40,000	30,000
0000	Veterinary Services-Sterlization	0	0	50,000	50,000
0000	Veterinary Services/Vaccinations	0	0	20,000	5,000
0000	Veterinary Services/Miscellaneous	0	0	20,000	35,000
0000	Rescue Cleaning Supplies	0	0	10,000	10,000
0000	Janitorial Supplies	0	0	3,000	0
0000	Advertising	0	0	2,500	2,500
0000	Marketing & Promotions	0	0	1,000	2,000
0000	Pest Control	0	0	1,000	2,500
0000	Outreach & Education	0	0	1,000	0
0000	Merchandise/Cost of Goods Sold	0	0	3,000	1,500

Proposed Budget for Fiscal Year 2023/24

Fund Title: Building Fund/Division Number: 407-0000	Department: Animal Shelter Division:			
	2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Operating contd.				
0000 Computer Maintenance	0	0	0	0
0000 Software Maintenance	0	0	1,000	1,000
0000 Licenses & Fees	0	0	250	0
0000 Administrative Fees	0	0	0	0
0000 Miscellaneous Expenses	0	0	2,500	2,500
0000 Office Supplies	0	0	2,000	5,000
0000 Safety Supplies	0	0	0	1,000
0000 Uniforms	0	0	2,500	5,000
0000 Misc. Equipment	0	0	0	5,000
0000 Other Supplies	0	0	0	0
0000 Books, Pubs, Subscriptions&Mbrshp	0	0	750	1,000
0000 Depreciation	0	0	0	0
Total Operating Expense	$ 0	$ 0	$ 180,500	$ 254,500
Capital Outlay				
6320 Other Improvements	$ 0	$ 0	$ 25,000	$ 25,000
6410 Office Equipment & Mach	0	0	50,000	50,000
6420 Furniture & Furnishings	0	0	25,000	25,000
6460 Clinic/Surgery Equipment	0	0	200,000	200,000
Total Capital Outlay	$ 0	$ 0	$ 300,000	$ 300,000
TOTAL APPROPRIATIONS	**$ 0**	**$ 0**	**$ 1,090,068**	**$ 1,154,691**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Stormwater		Department:	Stormwater
Fund/Division Number:	403-0000	Division:	

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2023/24 Proposed
Grants					
331 36	Federal Grants	$ 646,931	$ 0	$ 0	$ 0
334 36	State Grants	2,000	2,000	0	0
	Total Grants	$ 648,931	$ 2,000	$ 0	$ 0
Charges for Services					
343 90	Stormwater Utility Fee	$ 3,567,911	$ 3,510,114	$ 3,818,483	$ 3,570,383
	Total Charges for Services	$ 3,567,911	$ 3,510,114	$ 3,818,483	$ 3,570,383
Miscellaneous Revenue					
361 10	Interest on Investments	$ 1,280	$ 12	$ 1,000	$ 1,000
361 33	Other Investment Interest	8,685	891	0	0
366 90	Contributions Private Sources	0	0	0	0
369 43	Contractual/CDBG	0	0	0	0
369 31	Reimb. of Expenditures	0	0	0	0
369 31	Reimb. of Expenditures/FPUA	0	0	0	0
369 60	Reimb. of Expenditures/State	0	0	0	0
369 90	Miscellaneous Revenue	258,335	0	0	0
	Total Miscellaneous Revenue	$ 268,301	$ 903	$ 1,000	$ 1,000
Interfund Transfers					
381 01	Transfer from General	$ 0	$ 196,468	$ 0	$ 0
	Total Charges for Services	$ 0	$ 196,468	$ 0	$ 0
	Total Revenues	$ 4,485,143	$ 3,709,485	$ 3,819,483	$ 3,571,383
	Appropriated Retained Earnings	(1,087,590)	(646,578)	0	158,249
	TOTAL RESOURCES	**$ 3,397,553**	**$ 3,062,907**	**$ 3,819,483**	**$ 3,729,632**

Proposed Budget for Fiscal Year 2023/24

Fund Title: Stormwater	Department: Stormwater
Fund/Division Number: 403-0000	Division:

		2020/21 Actual	2021/22 Actual	2022/23 Approved	2022/23 Proposed
Operating Expense					
3120	Legal	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	3,101	2,928	3,150	3,200
3470	SMU Locates	2,577	3,602	40,000	40,000
3490	Misc. Contract Services	385,907	419,004	1,064,984	816,884
3520	Financial & Admin	64,849	63,886	65,000	65,000
4020	Travel & Education	0	712	2,500	2,500
4110	Communications	0	0	0	0
4120	Freight and Postage	1,179	389	1,000	1,000
4410	Equipment Rental	4,412	4,615	5,000	5,000
4610	Storm Drainage	12,732	61,392	260,000	260,000
4620	Canals	276,886	240,043	600,000	600,000
4650	Vehicles	0	11,942	0	0
4651	Vehicle Parts	0	27,170	0	0
4670	Computer Maintenance	5,379	0	500	500
4675	Software Maintenance	0	4,753	5,000	5,000
4710	Reproduction	830	134	3,000	3,000
4940	Bad Debt Expense	0	0	0	0
4960	Administrative Charges	323,173	346,292	594,899	500,050
4990	Miscellaneous Expense	125	27,971	1,000	1,000
5120	EDP Supplies	1,500	0	1,500	1,500
5150	Miscellaneous Equipment Expense	0	0	0	0
5410	Books,Pubs,Subscriptions&Mbrshp	800	800	1,000	1,000
5900	Depreciation	1,467,115	1,430,561	1,467,115	1,430,561
	Total Operating Expense	$ 2,550,564	$ 2,646,194	$ 4,115,648	$ 3,736,195
Capital Outlay					
6310	Roads & Bridges	$ 0	$ 52,806	$ 0	$ 0
6320	Other Structures & Facilities	0	0	0	0
6330	Sidewalks, Curbs & Gutters	918,041	626,190	0	0
6410	Office Equip & Machinery	0	0	0	252,000
6430	Heavy Equipment	0	0	0	0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 918,041	$ 678,996	$ 0	$ 252,000
Debt Service					
7071	Principal	$ 1,025,600	$ 994,100	$ 1,016,000	$ 1,038,600
7072	Interest	232,761	169,976	150,649	129,098
7073	Other Debt Service Cost	137,702	4,202	4,300	4,300
	Total Debt Service	$ 1,396,063	$ 1,168,279	$ 1,170,949	$ 1,171,998
	TOTAL APPROPRIATIONS	**$ 4,864,668**	**$ 4,493,468**	**$ 5,286,598**	**$ 5,160,193**

City Commission Meeting & Budget Hearing - 5:05 pm

9. c.

Meeting Date: 09/05/2023

Re:

SUBJECT:

PUBLIC HEARING -- Tentative Millage Rate and Proposed 2023-24 General Fund Budget for the City of Fort Pierce

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Form Review

Form Started By: Linda Cox Started On: 08/08/2023 01:19 PM

Final Approval Date: 08/08/2023

City Commission Meeting & Budget Hearing - 5:05 pm

9. d.

Meeting Date: 09/05/2023

Re:

SUBJECT:

Consider any proposed amendments to the 2023-24 General Fund Budget

Form Review

Form Started By: Linda Cox Started On: 08/08/2023 01:19 PM

Final Approval Date: 08/08/2023

City Commission Meeting & Budget Hearing - 5:05 pm

9. e.

Meeting Date: 09/05/2023

Re:

SUBJECT:

Adopt proposed Millage Rate and recompute if necessary. The proposed millage rate is 6.9.

Form Review

Form Started By: Linda Cox Started On: 08/08/2023 01:19 PM

Final Approval Date: 08/08/2023

City Commission Meeting & Budget Hearing - 5:05 pm

9. f.

Meeting Date: 09/05/2023

Re:

SUBJECT:

Adoption of tentative 2023-24 General Fund Budget.

Form Review

Form Started By: Linda Cox Started On: 08/08/2023 01:19 PM

Final Approval Date: 08/08/2023

City Commission Meeting & Budget Hearing - 5:05 pm **11. a.**

Meeting Date: 09/05/2023

Re: City of Fort Pierce Youth Award Recognition Program Presentation

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

SUBJECT:

City of Fort Pierce Youth Award Recognition Program Presentation

SUMMARY:

Summer Intern Jaela Davis will present a proposed youth recognition program. The concept was discussed during the June 5, 2023, City Commission meeting. The program is designed to recognize young people for outstanding achievement in a variety of areas including, academics, community service, humanitarian, innovation, and athletics. The program is open to youth living in the City of Fort Pierce and will be awarded twice a year.

RECOMMENDATION:

Accept Youth Award Recognition Program presentation

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Summer Youth Intern Jaela Davis

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
Audria Moore-Wells, Special Projects Coordinator

Fiscal Impact

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

OTHER INFORMATION:

No fiscal impact at this time.

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/25/2023 09:44 AM
City Manager	Nick Mimms	08/30/2023 11:00 AM

Form Started By: Audria Moore-Wells Started On: 08/22/2023 01:45 PM

Final Approval Date: 08/30/2023

YOUTH AWARD RECOGNITION

PRESENTATION

CONTENT

01 OVERVIEW

02 EXECUTION STRATEGY

03 AWARD CATEGORIES

04 AWARD SUBMISSIONS

05 ORDER OF BUSINESS

06 RULES

07 DISCUSSION

OVERVIEW

- Recognize achievement in positivity and different categories specific to individuality
- Identify local groups that provide some form of community involvement and social interaction for youth

EXECUTION STRATEGY

Our execution strategy is simply providing an award ceremony for local youth that family, friends, and community members can attend. This ceremony will be provided by The City of Fort Pierce.

AWARD CATEGORIES

Innovator Award- recognizes youth who have shown excellence in the fields of math and science through research, study, or improvement in their community

Visionary Award- recognizes youth who have turned creativity and knowledge into an entrepreneurial or economic venture

Beyond the View- recognizes youth who have different accommodations, and needs that should be viewed just as normally as anyone else

Role Model Award- recognizes youth who lend a helping hand to peers and younger youth in their community

Humanitarian Award- recognizes youth who have put forth efforts to make their community a better place or are active in local or state government

Student Athlete Award- recognizes students who show excellence in the classroom through behavior and maintaining grades while also being an athlete

RULES

Students must reside within City of Fort Pierce

Students must have a cumulative GPA of 2.8 or higher

Parents must provide proof of address

AWARD SUBMISSIONS

All submissions should relate to award category said nominator is selecting student for. Must include category name in submission. **Letter of recommedations are required**.

Photo/Video

Article or Write Up

Recommendation Letter

ORDER OF BUSINESS

January-March
Applications open

April-May:
Evaluation/selection

June:
Award Presentation

July-September:
Applications open

October-November:
Evaluation/selection

December:
Ceremony

Youth Council will review applicants during their monthly meeting and make reccomendations

DISCUSSION

City Commission Meeting & Budget Hearing - 5:05 pm **12. a.**

Meeting Date: 09/05/2023

Re: Local Government Verification of Contribution - 3000 Okeechobee Road

Submitted For: Shyanne Harnage, Economic Development Manager, City Manager

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SUBJECT:

Approval of Florida Housing Finance Corporation Local Government Verification of Contribution to support an affordable housing development at 3000 Okeechobee Road by authorizing $460,000 local match funding in the form of a CDBG loan from the City.

SUMMARY:

Blue Sky Communities is under contract to purchase 3000 Okeechobee Road to develop Sunrise Village, a 68-unit affordable rental community for families and seniors. Fifteen percent of the units will be for households at or below 30% AMI, sixty-five percent will be for households at 60% AMI, and twenty percent will be for 80% AMI. In order to finance this project, Blue Sky Communities is applying for 9% Low Income Housing Credits through the state. In order to make their application more viable, they are seeking a $460,000 local match in the form of a CDBG loan. The loan is proposed to be paid over a 20-year term at zero percent interest. Only the commitment to accompany the application is requested at this time, actual disbursal of funds is expected to occur in 2024. The City of Fort Pierce and St. Lucie County have an existing relationship with Blue Sky Communities through the two-phase affordable housing project Blue Sky Landing which is currently under construction. The City Commission previously approved this same Verification of Contribution in December 2022; however, Blue Sky did not win through the lottery system and is now reapplying for the 9% credits.

The Community Development Block Grant (CDBG) Program is federally funded by the U.S. Department of Housing and Urban Development (HUD). The City of Fort Pierce receives federal CDBG funds allocated through HUD’s Community Planning Development program, which are intended to primarily serve low- to moderate-income households and special needs communities. A severe shortage in affordable housing stock increases the pressure on the City's housing market. According to the City’s CDBG Action Plan, one of the biggest challenges in the City is the huge disparity between housing costs and what people with low and moderate incomes can afford to pay. It is because of these factors that maintaining the existing supply of affordable housing continues to be a priority for the City. The City of Fort Pierce will continue to develop policies that help foster the development of new affordable housing units. Additionally, the City and its municipal partners will also continue to support the efforts of local housing providers who carry out strategies to retain and create affordable housing options throughout the region. This potential partnership with Blue Sky Communities is a prime example of supporting these efforts.

RECOMMENDATION:

Approval

ALTERNATIVES:
Deny request for Local Government Contribution

RESPONSIBLE STAFF:
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:
Finance Department
City Manager

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024
Account:	103-9002-554-000-000
Amount:	$460,000

FISCAL IMPACT:
$460,000 local match in the form of a CDBG loan. The loan is proposed to be paid over a 20-year term at zero percent interest.

Attachments

Blue Sky Communities Request Letter
Proposed Site Plan
2022 LGAO Form - Previously approved in December 2022
2023 LGAO Form

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/23/2023 07:48 AM
Finance Department	Johnna Morris	08/29/2023 10:57 AM
City Manager	Nick Mimms	08/30/2023 11:00 AM
Form Started By: Shyanne Harnage		Started On: 08/22/2023 04:28 PM
Final Approval Date: 08/30/2023		

Blue Sky Communities
180 Fountain Parkway North
Suite 100
St Petersburg, Florida 33716

August 17, 2023

Shyanne Harnage, Economic Development Manager
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

RE: Sunrise Village LGAO, 3000 Okeechobee BLvd.

Dear Ms Harnage,

Thank you so much for the City of Fort Pierce's commitment of financial support in 2022! Unfortunately, we did not win purely due to bad luck in the lottery. The good news is that we are applying again this year for the 9% Housing Credits at FHFC. As we near completion of our 2-phase Blue Sky Landing development, it's very gratifying to be able to continue working with you on this new opportunity.

Sunrise Village is a 68-unit Rental community. Families and Seniors will be welcome here. Fifteen percent of the units will be for households at or below 30% AMI. Sixty five percent will be for households at 60% AMI. And twenty percent will be for 80% AMI.

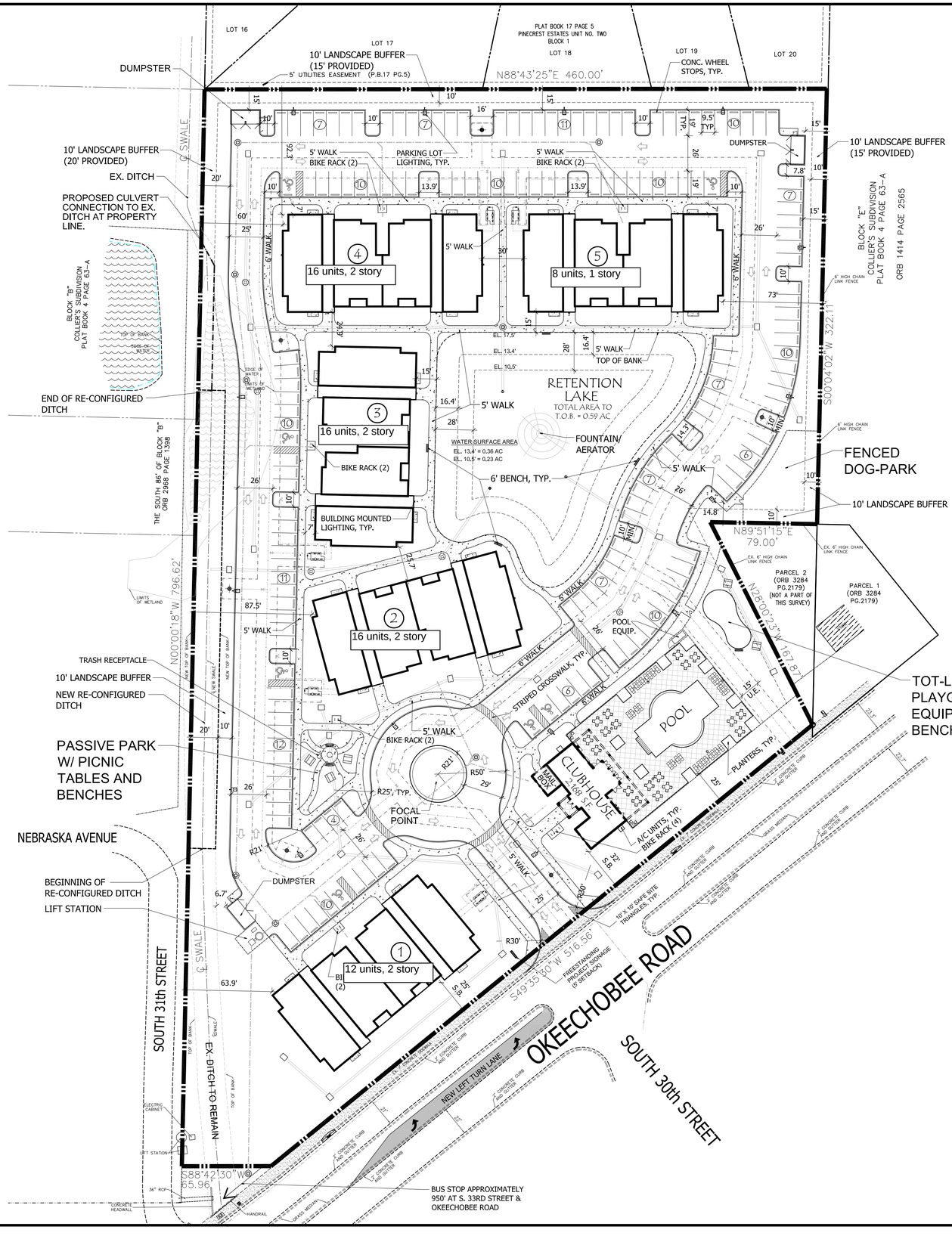
As you know, this site is 3000 Okeechobee Road. Blue Sky has a contract to purchase the site from the current owner. The rezoning was approved several years ago, and entitlements have been renewed through the TRC process. We intend to keep the same site plan, attached hereto.

Blue Sky's financing plan is to apply for the 9% Housing Credits. We have had excellent success winning this funding in recent years. In fact, phase 2 of Blue Sky Landing was financed with 9% Credits. This application is due to FHFC on September 12, 2023. We will know if we win by Q1 2024. At that point we will commence final architecture and engineering. We should be in a position to start construction in January 2025 and be ready for Move-In by April 2026.

In order to maximize our chances of winning the 9% Credits, we are respectfully requesting a loan from the City in the amount of $460,000. We are requesting a 0% interest rate and a 20 year term. The loan will be repaid in full at the end of the 20 years.

Thank you very much for your service to the citizens of Fort Pierce.

Shawn Wilson
President



APPLICATION DATA:

NAME OF APPLICATION:	ARIA AAPARTMENTS
PARCEL ID:	2417-504-0020-001-6
SITE ADDRESS:	TBD
EXISTING FUTURE LAND USE:	GENERAL COMMERCIAL (GC)
PROPOSED FUTURE LAND USE:	MEDIUM DENSITY RESIDENTIAL (RM)
EXISTING ZONING DESIGNATION:	GENERAL COMMERCIAL (C3)
PROPOSED ZONING DESIGNATION:	MEDIUM DENSITY RESIDENTIAL (R-4)
EXISTING USE:	VACANT
PROPOSED USE:	MULTI-FAMILY RESIDENTIAL (112 UNITS)
PROPOSED DENSITY:	*16.48 D.U.'S PER ACRE

*PROJECT UTILIZES DENSITY BONUS FOR PROXIMITY TO TRANSIT STOP (+5 D.U.'S/ACRE) AND FOR INNOVATIVE DESIGN (+2 D.U.'S/ACRE)

SITE DATA:

GROSS SITE AREA:	296,012.97 S.F. (6.796 ACRES)
OPEN SPACE REQUIRED:	118,405.19 S.F. (40%)
PERVIOUS AREA PROVIDED:	102,259.94 S.F. (34.5%)
RETENTION AREA PROVIDED:	25,674.63 S.F. (8.7%)
TOTAL OPEN SPACE AREA:	127,934.57 S.F. (43.2%)
MAX. BUILDING COVERAGE:	50% (148,006.5 S.F.)
BUILDING COVERAGE PROVIDED:	18.0% (53,184 S.F.)

SETBACKS

SETBACK	REQUIRED:	PROVIDED:
FRONT	25'	25'
SIDE:	10'	60'
REAR:	20'	92.3'

BUILDING HEIGHT

REQUIRED:	45' (MAX)
PROVIDED:	39'-0"

PARKING DATA:

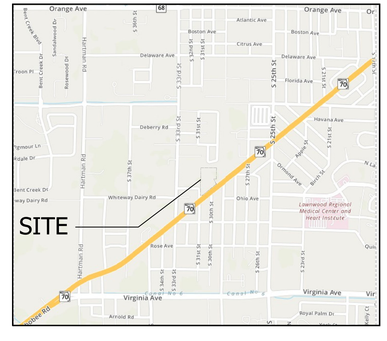
PROPOSED USES (FLEX SPACE)

USE	UNITS	PARKING RATE	REQUIRED PARKING
MULTI-FAMILY RESIDENTIAL	112 UNITS	1.5/UNIT	168 SPACES
	TOTAL PARKING REQUIRED:		168 SPACES
	TOTAL PARKING PROVIDED:		172 SPACES
	HANDICAP SPACES REQ'D.:		6 SPACES
	HANDICAP SPACES PROV.:		7 SPACES

BICYCLE PARKING REQUIRED: 12 SPACES (1 PER 10 UNITS)
BICYCLE PARKING PROVIDED: 14 SPACES

REFER TO SHEET SP-2 FOR SITE PLAN DETAILS

LOCATION MAP



Site Plan

0 20' 40' 80' 120' 160'

NORTH

Scale: 1" = 40'

MANAGED LAND ENTITLEMENTS
3710 BUCKEYE STREET, SUITE 100, PALM BEACH GARDENS, FL 33410 • P 561.568.8045

PROJECT TEAM

OWNER
Arrow Investment Group, LLC
4512 North Flagler Drive, Suite 2056
West Palm Beach, Florida 33407

ARCHITECT
Architectural Studios, Inc.
300 Avenue of the Champios, Suite 260
Palm Beach Gardens, Florida 33418
Contact: Scott Disher (561-202-6990)

CIVIL ENGINEER/SURVEYOR
Michael B. Schorah & Associates, Inc.
1850 Forest Hill Blvd., Suite 206
West Palm Beach, Florida 33406
Contact: Michael LaCoursiere (561-968-0080)

DEVELOPMENT MANAGER/AGENT
Managed Land Entitlements, LLC
3710 Buckeye Street, Suite 100
Palm Beach Gardens, Florida 33410
Contact: Michael Sanchez (561-568-8045)

LANDSCAPE ARCHITECT
Litterick Landscape Architecture
2740 SW Martin Downs Blvd., #199
Palm City, Florida 34990
Contact: Jason LItterick (561-719-3876)

SURVEYOR
Brown & Phillips, Inc.
1860 Old Okeechobee Road, Suite 509
West Palm Beach, Florida 33409
Contact: John Phillips (561-615-3988)

Litterick Landscape Architecture
LC26000482
2740 SW Martin Downs Blvd. #199
Palm City, Fl 34990
561-719-3876
JasonLA1677@yahoo.com

Project Name

Aria Apartments

Ft. Pierce, Florida

Landscape Architect of Record

REGISTERED LANDSCAPE ARCHITECT JASON M. LITTERICK LA 0001677 STATE OF FLORIDA

Jason M. Litterick, RLA
(LA0001677)

Scale: 1" = 40'-0"

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	6/25/2020
Job no.	
Revisions:	7/23/20

Sheet No.
SP-1

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM

Name of Development: Sunrise Village

Development Location: 3000 Okeechobee Rd, Fort Pierce, FL 34947
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Fort Pierce commits $ 460,000.00 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

The source of the grant is: CDBG
(e.g., SHIP, HOME, CDBG)

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Linda Hudson
Signature

Linda Hudson
Print or Type Name

Mayor
Print or Type Title

12/5/2022
Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM

Name of Development: _____

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of _____ commits $_____ as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

The source of the grant is: _____
(e.g., SHIP, HOME, CDBG)

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____	_____
Signature	Print or Type Name
_____	_____
Print or Type Title	Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

City Commission Meeting & Budget Hearing - 5:05 pm **12. b.**

Meeting Date: 09/05/2023

Re: Approval to Award RFP 2023-038 Annual Contract Professional Inspection Services

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval to award RFP 2023-038 for annual contracted Professional Inspection Services to JPI of Melbourne, Florida in an amount up to $200,000.00 annually.

SUMMARY:

In order to maintain excellent customer service in light of the shortage of licensed inspectors, the Building Department had offered RFP 2023-038, which was sent to 94 vendors. Seven (7) vendors requested specifications with four (4) responding (57.14%) 0 "No Bid" (57.14% total response.) The selection meeting date was July 26, 2023. The selection committee evaluated each bid and considered the following: Experience and ability of the firm; Facilities, equipment, capabilities; Quality of product compared to others in the marketplace; Past performance of the primary firm; Willingness to meet time and budget; Price; and Location. JPI of Melbourne, Florida achieved a total of 255 out of 300 points, GFA International dba UES had 232 points; CAP Government of West Palm Beach totaled 228; and Willdan Engineering of Orlando had 195 points.

RECOMMENDATION:

Staff recommends approval to award RFP 2023-038 for annual contracted Professional Inspection Services to JPI of Melbourne, Florida in an amount up to $200,000.00 annually.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Assistant Director of Building

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2023-4
Account:	4202902-534900
Amount:	$200,000.00

FISCAL IMPACT:

4202902-534900 Building Department Contracted Services Fund

Attachments

2023-038 Evaluation
2023-038 Bid Memo, Tabulation
2023-038 JPI Submittal
JPI rate
2023-038 GFA dba UES Submittal
2023-038 Willdan Submittal
2023-038 CAP Govt Submittal

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	08/24/2023 07:06 PM
Finance Department	Johnna Morris	08/29/2023 11:20 AM
City Manager	Nick Mimms	08/30/2023 10:59 AM
Form Started By: Karen Murphy		Started On: 08/18/2023 09:11 AM
Final Approval Date: 08/30/2023		

PT

RFP NO. 2020-038 ANNUAL CONTRACT
INSPECTION SERVICES
EVALUATION
MATRIX

228 232 255 195

CRITERIA	RESPONDENTS			
	C.A.P. Government. West Palm Beach, FL	GFA International dba UES. Port St. Lucie, FL	JPI. Melbourne, FL	Willdan Engineering Orlando, FL
Experience and ability of the Proposed Primary Firm Points 20	20	20	20	20
Facilities equipment and capabilities Points 10	10	10	10	10
Quality of their product compared to others Points 5	5	5	5	5
Past Performance of the primary firm Points 10	5	5	0 *	0 *
Willingness and ability to meet time & budget requirements Points 15	10	10	15	15
Price Points 40	30	30	40	30
TOTAL	80	80	90	80

Please click on the "NOTES" below to go to the page 2 of the worksheet to record your notes for each of the proposals.

GUIDELINES:

1. Each Committee member shall review the submitted proposals and evaluate them individually
2. Evaluations shall be based on the predetermined criteria only. No other criteria or additional information may be used.
3. All criteria must be scored . If scoring "0" in any category, deficiencies need to be identified and comments proved as to the reason for "0" score
4. Keep in mind that all **scores and comments** become a part of the solicition file and are considered **public information.** Committee members should always have a reasonale, rational consistent basis for their scores, and be prepared to explain them to the Purchasing Representative, City Commission or Judge in the event of a protest.

* No prior Experience with the Building Dept in Ft. Pierce

Shaun Coss

RFP NO. 2020-038 ANNUAL CONTRACT
INSPECTION SERVICES
EVALUATION
MATRIX

CRITERIA	RESPONDENTS			
	C.A.P. Government. West Palm Beach, FL	GFA International dba UES. Port St. Lucie, FL	JPI. Melbourne, FL	Willdan Engineering Orlando, FL
Experience and ability of the Proposed Primary Firm Points 20	10	15	20	5
Facilities equipment and capabilities Points 10	10	10	10	10
Quality of their product compared to others Points 5	5	5	5	5
Past Performance of the primary firm Points 10	5	5	0	0
Willingness and ability to meet time & budget requirements Points 15	15	15	15	15
Price Points 40	20	20	40	10
TOTAL	65	70	90	45

Please click on the "NOTES" below to go to the page 2 of the worksheet to record your notes for each of the proposals.

GUIDELINES:

1. Each Committee member shall review the submitted proposals and evaluate them individually
2. Evaluations shall be based on the predetermined criteria only. No other criteria or additional information may be used.
3. All criteria must be scored . If scoring "0" in any category, deficiencies need to be identified and comments proved as to the reason for "0" score
4. Keep in mind that all **scores and comments** become a part of the solicition file and are considered **public information.** Committee members should always have a reasonale, rational consistent basis for their scores, and be prepared to explain them to the Purchasing Representative, City Commission or Judge in the event of a protest.

OK

RFP NO. 2020-038 ANNUAL CONTRACT
INSPECTION SERVICES
EVALUATION
MATRIX

CRITERIA	RESPONDENTS			
	C.A.P. Government. West Palm Beach, FL	GFA International dba UES. Port St. Lucie, FL	JPI. Melbourne, FL	Willdan Engineering Orlando, FL
Experience and ability of the Proposed Primary Firm Points 20	20	20	15	20
Facilities equipment and capabilities Points 10	10	10	10	10
Quality of their product compared to others Points 5	5	5	5	5
Past Performance of the primary firm Points 10	3	7	0	0
Willingness and ability to meet time & budget requirements Points 15	15	15	15	15
Price Points 40	30	~~30~~ 25	30	20
TOTAL	~~83~~ 0	82 0	75 0	70 0

Please click on the "NOTES" below to go to the page 2 of the worksheet to record your notes for each of the proposals.

GUIDELINES:

1. Each Committee member shall review the submitted proposals and evaluate them individually
2. Evaluations shall be based on the predetermined criteria only. No other criteria or additional information may be used.
3. All criteria must be scored . If scoring "0" in any category, deficiencies need to be identified and comments proved as to the reason for "0" score
4. Keep in mind that all **scores and comments** become a part of the solicition file and are considered **public information.** Committee members should always have a reasonale, rational consistent basis for their scores, and be prepared to explain them to the Purchasing Representative, City Commission or Judge in the event of a protest.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Paul Thomas, Building Official**

FROM: **Gelencia Carter, Purchasing Manager** GCarter

SUBJECT: **RFP No. 2023-0038 ~ Annual Contract for Inspection Services**

DATE: **June 15, 2023**

Attached is the tabulation sheet for the above referenced proposal. All submittals were received via e-bid. The file is available for review in the Purchasing Division.

The invitation was sent to 94 vendors. Seven (7) vendors requested specifications with four (4) responding (57.14%) 0 "No Bid" (57.14 % total response).

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

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

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

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

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

A recommendation to award form, saved in the Purchasing R Drive will need to be complete and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **August 7, 2023**, which is the expiration date of the proposal and responses.

/gc

Attachment

cc: Shaun Coss, Building Department Coordinator
Karen Murphy, Executive Assistant

CITY OF FORT PIERCE
TABULATION OF PROPOSALS

RFP ON:	**ANNUAL CONTRACT FOR INSPECTIONS SERVICES**
RFP NUMBER:	**RFP NO. 2023- 038**
DATE:	06/06/23 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
4 of 7 = 57.14%
0 "No Bids"
Total = 57.14%

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

VENDOR
C.A.P. Government, Inc. West Palm Beach, FL
JPI Melbourne, FL
GFA International, Inc. dba Universal Engineering Sciences Port St. Lucie, FL
Willdan Engineering Orlando, FL

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

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	RFP No: 2023-038
Pre-Proposal Conference Date: 11:00AM, MONDAY, MAY 22, 2023	RFP Title: ANNUAL CONTRACT FOR INSPECTOR SERVICES
Pre-Proposal Location: CITY HALL, 1ST FLOOR CONFERENCE ROOM 100 N. US HIGHWAY 1, FORT PIERCE, FL	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:30 PM, TUESDAY, JUNE 6, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: JPI --- Mailing Address: 5995 S A1A, Melbourne FL 32951	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
5995 S A1A, Melbourne FL 32951 :	Joseph Payne
Type of Entity (Select one): Corporation ___x_____ Partnership _____ Proprietorship _____	President
Incorporated in FL 2010	30 _____days, ARO
813.520.1683	Payment Terms: Net 30 Days
813.520.1683	80 064 0420
joe@jpiflorida.com	Local Business: ___Y __x_N MWBE: ___Y _x__N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

RFP No. 23-038

Annual Contract for Inspector Services

Submitted to:
City of Fort Pierce – Purchasing Division
100 North U.S. #1
Fort Pierce, FL 34954

Contact:
Paul Thomas, Building Official
Phone: 727-489-3194
Email: frseauffer@cityoffortpierce.com

By:

June 6th at 3:30pm (EST) (Date of Proposal)

From:

5995 S A1a
Melbourne, FL 32951
c/o Joe Payne, PE MBA
joe@jpiflorida.com/ 813-520-1683

Submittal: Demandstar website

JPI TABLE OF CONTENTS

JPI provides the following Table of Contents for the major areas of the response. This report consecutively numbers all pages in the footer.

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LETTER OF TRANSMITTAL

June 5th, 2023

RFP No. 2023-038

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

ANNUAL CONTRACT FOR INSPECTOR SERVICES

Dear Mr. Thomas and Members of the Evaluation Committee,

JPI is pleased to present our response to this advertisement. JPI appreciates the opportunity to submit our qualifications on this contract. **JPI has served the St. Lucie County Building Department since 2018 and wished to begin a relationship with the City of Fort Pierce.** JPI is 100 percent committed to government services, has no private industry clients, and has zero conflicts to the work of this contract. Please let this letter serve as our formal agreement to be bound by the submittal without modifications unless mutually agreed to upon further negotiations between The City and JPI. We have been in business for 13 years. We are qualified under the laws, rules, and regulations of the State of Florida to perform the work required by these contract documents. Our sunbiz.org document number is P10000059808 and Joe Payne is a Professional Engineer with a PE license of 55751. JPI assures our ability to meet the insurance and performance requirements set out in this RFP if selected for award. We certify we maintain a drug-free workplace program compliant with the standards within Florida Statutes § 440.102.

JPI's specialization is providing professional services to Building Departments, which is the purpose of this advertisement. JPI has a municipal service line dedicated 100% to serving public agencies with no conflicts of interest. JPI has local staff throughout the twenty municipalities that we service in the Tampa Bay area. As a summary of past experience supporting JPI's qualifications to perform these professional services, we offer the following:

1. JPI has worked in the area since 2018 over the course of our contract with St. Lucie County, through their reciprocal agreement with the County.
2. JPI routinely completes inspections for work within unincorporated St. Lucie County with a Fort Pierce post office address.

3. JPI is the consultant for numerous building departments in the Treasure Coast area including Martin County, City of Stuart, Indian River County, Brevard County, City of Melbourne, City of Palm Bay and in Okeechobee County.
4. Since 2018, JPI plan reviewers completed an estimated 20,000inspections for St. Lucie County many of which were local to the City.
5. The Project Manager, Joe Payne, is the President of JPI and has 100% control of all resources proposed for RFP 2023-039, and fully commits to use these resources.
6. The JPI President will come out of the office to fulfill service requests on this contract.
7. JPI proposes professionals possessing all required licensure within this RFP. JPI proposes more than ten five back-up plans examiners to begin any future work.
8. JPI has a municipal service line which currently is 100% committed to servicing Building Departments.
9. JPI has personnel available currently to service in-house plan examiner roles.
10. JPI has local staff who will serve this contract.

Joe Payne, PE will be the binding agent and point of contact for this contract. Mr. Payne is the President of the company and a professional engineer with 30 years of experience. He will be the project manager for this contract #2023-039 and takes responsibility for review services. JPI is a Florida Owned Corporation and a statewide Professional Service firm. JPI was founded in 2010 after servicing state contracts as a sole proprietor for several years. The municipal service line is the primary source of business revenue for JPI. We look forward to working with The City.

In closing, JPI thanks you for the opportunity to submit on Contract 2023-039 and JPI wishes to establish an excellent working relationship with the City of Fort Pierce.

Sincerely,

Joe Payne, PE, President
joe@jpiflorida.com
800-488-1956

3. JPI is the consultant for numerous building departments in the Treasure Coast area including Martin County, City of Stuart, Indian River County, Brevard County, City of Melbourne, City of Palm Bay and in Okeechobee County.
4. Since 2018, JPI plan reviewers completed an estimated 10,000 plan reviews for St. Lucie County many of which were local to the City.
5. The Project Manager, Joe Payne, is the President of JPI and has 100% control of all resources proposed for RFP 2023-039, and fully commits to use these resources.
6. The JPI President will come out of the office to fulfill service requests on this contract.
7. JPI proposes professionals possessing all required licensure within this RFP. JPI proposes more than ten five back-up plans examiners to begin any future work.
8. JPI has a municipal service line which currently is 100% committed to servicing Building Departments.
9. JPI has personnel available currently to service in-house plan examiner roles.
10. JPI has local staff who will serve this contract.

Joe Payne, PE will be the binding agent and point of contact for this contract. Mr. Payne is the President of the company and a professional engineer with 30 years of experience. He will be the project manager for this contract #2023-039 and takes responsibility for review services. JPI is a Florida Owned Corporation and a statewide Professional Service firm. JPI was founded in 2010 after servicing state contracts as a sole proprietor for several years. The municipal service line is the primary source of business revenue for JPI. We look forward to working with The City.

In closing, JPI thanks you for the opportunity to submit on Contract 2023-039 and JPI wishes to establish an excellent working relationship with the City of Fort Pierce.

Sincerely,

Joe Payne, PE, President
joe@jpiflorida.com
800-488-1956

ORGANIZATION PROFILE AND QUALIFICATIONS

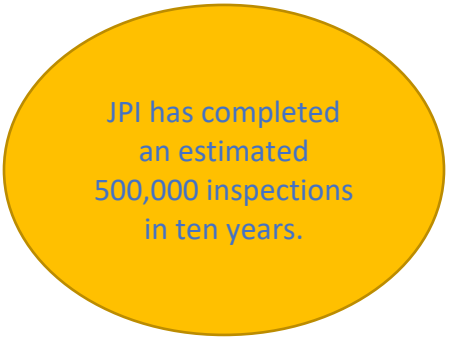
JPI has served the St. Lucie County Building Department since 2018

JPI is a statewide professional service firm, primarily serving municipal clients; specifically, building departments. JPI is a civil engineering company with a broad range of in-house professionals including Building Code Administrator professionals, Architects, and Engineers. JPI services over thirty similar clients, including the St. Lucie County Building Department. Joe Payne, PE, the Founder and President will serve as the Project Manager. Kevin Singley, CBO, Pete Swarr, PE, Scott Seigel, PE, and Andrew Manero, RA, are key/ primary individuals planned for this work. See the provided resumes for their experience. JPI's current production capacity is 1800 man-hours per week. Our current weekly commitment equals 1400 man-hours per week. We have a surplus capacity of 400 man-hours per week, ten full time equivalents, to service this contract. JPI has thirty licensed plan reviewers available and the President, Mr. Payne, does perform inspection services for JPI when needed by the client.

JPI has no conflicts of interest to this contract.

Joe Payne, PE, will be the binding agent and point of contact and Project Manager for this contract. Mr. Payne is the President of the company and a professional engineer with 30 years of experience. He has over 30 years of construction and engineering experience. He is a multi-discipline engineer well suited for the role of managing this RFP, which is a multi-discipline plans review contract. JPI is a Florida Owned Corporation and a statewide Professional Service firm. JPI was founded in 2010 after servicing state contracts as a sole proprietor for several years. The municipal service line is the primary source of business revenue for JPI. In closing, JPI thanks you for the opportunity to bid on this contract and JPI wishes to establish an excellent working relationship with the City. JPI has a staff of 45 professionals including full-time and part-time personnel. JPI will not subcontract any services under this contract. JPI only services municipal clients at this time, we have not private industry clients at this time, and are

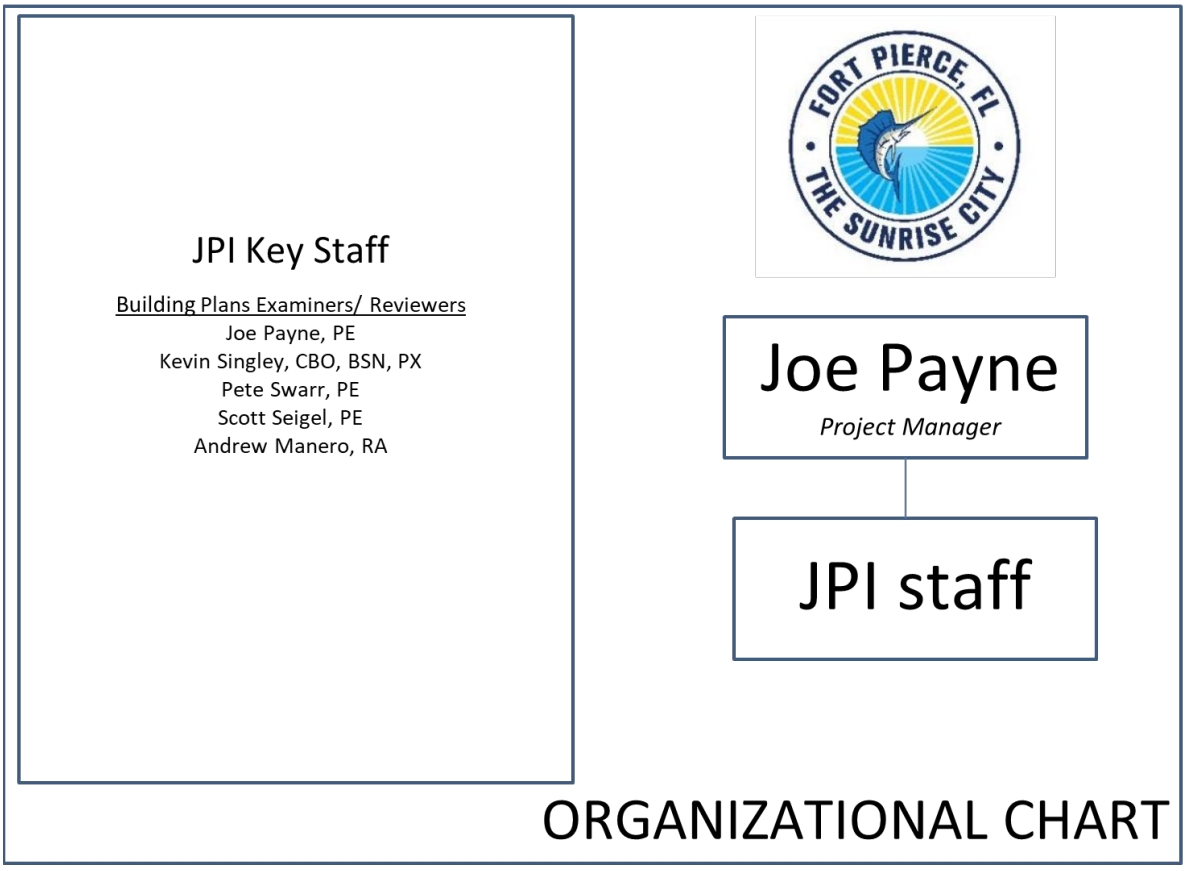
completely committed to serve the City without conflict. Over the last decade, JPI completed approximately 400,000 man-hours of inspections for building departments, and we estimate approximately 500,000 inspections. Reviews vary from over-the-counter reviews such as roof permits to multi-store commercial high-rise hotels. A unique reason to continue to select JPI is that JPI already performs these services statewide in Florida with current staffing who are available for the work.



The main benefit that JPI provides with our applied knowledge is PROBLEM SOLVING. This allows JPI to efficiently solve problems provided by the community during the application process. JPI provides a depth of services to our clientele with a variety of professionals including Engineers and Architects. This depth allows JPI to consider multi-discipline approaches to problems through our multi-discipline expertise. JPI has a competitive operational advantage to servicing this contract. The contract likely requires *variable service levels which may change weekly and daily*. JPI staffing includes part-time personnel and on-call personnel, who may become available to complete this contract on short notice. In addition, from our statewide presence, JPI has the financial resources to sustain staffing long term on this contract, even during periods when the City has zero service needs. Conversely, JPI also has the staffing resources to quickly increase to a production level of ten employees per week, with very little notice. **JPI has the capacity to handle both high and low volume at any time.**

JPI is the consultant for numerous building departments in the area including St. Lucie County, Martin County, Okeechobee School Board, and previously Indian River County. Also, we serve Brevard County, City of Melbourne, City of Palm Bay, City of Titusville, Indian Harbour Beach, and Cape Canaveral. Expanding, we service Lake County, City of Clermont, City of Altamonte Springs, City of Lake Mary, and City of Fernandina Beach. Also, we have a statewide presence through servicing agencies such as the City of Clearwater, City of Largo, City of St. Pete Beach, City of St. Petersburg, City of Treasure Island, City of South Pasadena, Town of Redington Shores, City of Pinellas Park, City of Tampa, Hillsborough County, and City of Tarpon Springs. JPI is a consultant for Sarasota County, City of Anna Maria, Town of Longboat Key, Charlotte County, and Lee County Florida.

The following organizational charts provide the Key Staff members for this contract. Consider them the first source of professionals for work who complete plan reviews and inspections:



The following summarizes our professional licensure for current employees:

JPI	DBPR
Joe Payne	FLPE55751
Greg Perlin	BN6576
Jorge Cedeno	BN4702
Jack McCabe	BN4613
Jason Steele	FLPE69234
Cory Brockett	FLPE74677
Bob Hightower	BN2430
Doug Walton	AR0007045
Greg Martin	BN3947, PX1848
Andrew Mareno	AR96338
Eddie Page	FLPE69045
Pete Swarr	FLPE44159
Robert Bryce	PX2783
Scott Seigel	FLPE60980
Andrew West	FLPE60301
Dan Folwell	BN6927
Rick Hoepner	FLPE23319
Ryan Ferry	BN6617
Mark Thornbloom	FLPE50107
Jon Thomas	BN7125
Kevin Singley	PX3601, BN4798, BU1872
Micheal Tew	PX2675, BN5003
Tony Murphy	AR100424
Luke Curtis	BU1975,RPX279,PX3717, CN6614
James Crouch	BN8698
Glenn Hall	PX3599, BN5324
Robert Peck	BN7567
Ezz Elgayar	BN6415

We provide the following five key references and also ten additional references:

1) **City of Palm Bay** - Valentino Perez, CBO, City of Palm Bay, 321-726-5614
2)

Interim Building Official and Multi-trade Inspection Services and Plans Examination Services. Also, Public Works professional services.
Joe Payne, Kevin Singley, Andrew Manero, Pete Swarr, Scott Seigel, Abraham Chabab, and Jorge Cedeno have worked on this contract. 2016 to current status – Approximately $2.2M of services. ***Three contract renewals.***

2) **St. Lucie County Government** - Monica Graziani | Building & Code Regulation Manager, Planning & Development Services, Ph: 772-462-1599 | 2300 Virginia Avenue, Fort Pierce, FL 34982, grazianim@stlucieco.org | www.stlucieco.org

Interim Building Official and Multi-trade Inspection Services and Plans Examination Services.
Joe Payne, Andrew Manero, Pete Swarr, Scott Seigel, and James McGuinness have worked on this contract/ 2018 to current status- approximately $2.0M of services. ***Four contract renewals.***

3) **Indian River County Government** - Scott P. McAdam, CBO, MCP, Building Official, Indian River County, Phone (772)226-1268, Fax (772) 770-5333.

Multi-trade Inspection Services and Plans Examination Services
2017 to current status – approximately $1M of services.

4) **Brevard County Government** – Terry Talbert, CBO
2725 Judge Fran Jamieson Way, Viera, Fl 32940, 321-633-2072 Ex. 52678/Fax 321-633-2087

Multi-trade Inspection Services and Plans Examination Services
Joe Payne, Doug Walton, Greg Martin, Pete Swarr, Rick Hoepner, Scott Seigel, MarkThornbloom, Andrew Manero, John Wiggins, and Andrew Chabab have worked on this contract/ 2016 to current status– approximately $4M of services. ***Three contract renewals.***

5) **City of Melbourne** - Steve Innes BCA FCA CFM | Building Official, Ph: 321-608-7926 | 900 E Strawbridge Ave, Melbourne, FL 32901, Steve.Innes@mlbfl.org|

Multi-trade Inspection Services and Plans Examination Services.
Joe Payne, Andrew Manero, Greg Martin, and Scott Seigel have worked on this contract/ 2016 to current status- approximately $0.5M of services. ***Three contract renewals.***

1) **City of Clearwater** - *Kevin Garriott, CBO*, 727-562-4567

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2016- *Current.* ***Three contract renewals.***

RESPONSIBILITIES: *Joe Payne, John Fahey, Joe Aukstikalnis, David Wilcox, Cory Brockett, and Greg Perlin. 2016 to current status – Approximately $1.2M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to three daily inspectors throughout the life of the contract. In addition, JPI provides up to two in-house plan review professionals as needed by the City to target a ten-day turnaround for reviews. JPI utilizes ePermits for inspections and plan reviews. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. JPI provides licensed CFMs for floodplain work. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work, could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

2) **City of St. Pete Beach** – *Julie Anderson, CBO,* 727-363-9244

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2022- *Current.* ***Sole source vendor***

RESPONSIBILITIES: *Joe Payne, Luke Curtis. Jon Thomas, Ryan Ferry, and Scott Seigel, have worked on this contract. 2022 to current status – Approximately $0.1M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector throughout the life of the contract. In addition, JPI provides remote commercial and multi-family residential plan review (iWorq) as needed by the City to target a ten-day turnaround for reviews. JPI works remotely and receives assignments from iWorq. JPI enters results electronically. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

3) **Pinellas County** – *Eve Spencer, CBO, AIA,* 727-464-3752

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2013- *Current.* ***Four contract renewals. Two renewals as sole source.***

RESPONSIBILITIES: *Joe Payne, Jack McCabe, Jon Thomas, Bob Hightower, David Wilcox, Cory Brockett, Andrew Manero, Scott Seigel and Greg Perlin. 2013 to current status – Approximately $7.0M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to ten daily inspectors throughout the life of the contract. In addition, JPI is an interim in-house plan review professional to target a ten-day turnaround for reviews. JPI utilizes hard copy tickets for inspections which were received at a standing morning meeting. Completes residential and commercial inspections.

☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. *For periods of time, JPI is the sole vendor for the Department completing up to 250 daily inspections*. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25% cost savings to the County through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work, could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

4) **City of Tarpon Springs** – *Kevin Powell, CBO, CFM*, 727-942-5604

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2017- *Current.* ***Three contract renewals/ Ttwo renewals as sole source.***

RESPONSIBILITIES: *Joe Payne, Ezz Elgayar, and Cory Brockett, have worked on this contract. 2017 to current status – Approximately $0.3M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector throughout the life of the contract. In addition, JPI provides remote commercial and multi-family residential plan review as needed by the City to target a ten-day turnaround for reviews. JPI utilizes hard tickets to complete inspections with a brief daily AM meeting in the office. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

5) **City of Clermont** - *Mark A. Grenier, CBO, MCP*, 352.241.7311

SCOPE: Commercial and Residential Building Inspection & Plans Review Services

DATE OF SERVICE: 2019- *Current.* ***Two contract renewals.***

RESPONSIBILITIES: *Joe Payne, Cory Brockett, Tony Murphy, Rick Hoepner, Mark Thornbloom, Luke Curtis, and Scott Seigel have worked on this contract. 2019 to current status – Approximately $0.5M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to three daily inspectors throughout the life of the contract. JPI provides weekly staffing schedules for Mr. Spears and Mr. Grenier. JPI provides daily results to Mr. Spears and as needed Mr. Colvin and Ms. Roderick. JPI works under eTrackit and related technologies by CRW systems/ Superion.

☐ Firm and Staff Contract Experience: JPI completes multi-trade residential and commercial inspections. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential inspectors (multi-trade) and has staff available for licensed commercial and residential plan reviewers (multi-trade).**

☐ Costs: JPI provides a daily 50% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work and could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

6) **Hillsborough County** – David M. Anthony, Chief Mechanical Inspector, 813-335-7570

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2016- *Current.* ***Three contract renewals.***

RESPONSIBILITIES: *Joe Payne, Jason Steele, Daniel Folwell, Pat Nolan, Michael Tew, and Julie Daniels have worked on this contract. 2016 to current status – Approximately $6.0M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to twelve daily building inspectors throughout the life of the contract. In addition, JPI provides two in-house plan review professionals as needed by the County to target a ten-day turnaround for reviews. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides staffing to the County to meet high volume demand. JPI is the primary vendor on this contract. There were no change orders.

7) **City of Largo** – *Matt Butler, CBO,* 727-586-7488

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2019- *Current.* ***Two contract renewals.***

RESPONSIBILITIES: *Joe Payne, Luke Curtis, Jon Thomas, and Robert Peck, have worked on this contract. 2019 to current status – Approximately $0.3M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector on call through the life of the contract. JPI uses a tablet to receive and enter results and has on occasion used a hard ticket system. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

8) **City of South Pasadena** – *Terri Sullivan, CBO,* 727-343-4192

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2022- *Current.* ***Sole source vendor.***

RESPONSIBILITIES: *Joe Payne, Luke Curtis, Jon Thomas, and Robert Peck, have worked on this contract. 2022 to current status – Approximately $0.1M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector on call through the life of the contract. JPI uses a hard ticket system. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

9) **City of Palm Bay** - *Valentino Perez, CBO*, 321-726-5614 (expanded reference description)

SCOPE: Interim Building Official and Multi-trade Inspection Services and Plans Examination Services. Public Works Services.

DATE OF SERVICE: 2016- *Current.* ***Three contract renewals.***

RESPONSIBILITIES: *Joe Payne, David Wilcox, Kevin Singley, Andrew Manero, Pete Swarr, Scott Seigel, Abraham Chabab, and Jorge Cedeno have worked on this contract. 2016 to current status – Approximately $2.2M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to eight daily inspectors throughout the life of the contract. In addition, JPI provides an in-house and remote plan review as needed by the City to target a ten-day turnaround for reviews. JPI utilizes HTE Mars, Naviline, BlueBeam, and Central Square on tablets and in the office. Completes residential and commercial inspections and plans review. On most days, JPI is the senior in-house plans reviewer and also responds to desk questions.

☐ Firm and Staff Contract Experience: JPI provides an Interim CBO on three separate occasions during the life of the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. JPI provides licensed engineers and licensed CFMs for floodplain work. JPI staff also possess multiple cross-discipline licenses including stormwater pollution prevention. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 50% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work and could have one professional handle both in a route, rather than needing two professionals. JPI provides a 40% cost savings as the interim building official through providing a work plan that isolated 24 hours per week of work that required a CBO license from 16 hours per week of administrative work within the CBO office. There were no change orders.

10) **City of Titusville** - *Steve Adams, CBO,* 321.567.3982

SCOPE: Commercial and Residential Building Inspection & Plans Review Services

DATE OF SERVICE: 2017- *Current.* ***Two contract renewals.***

RESPONSIBILITIES: *Joe Payne, Mark Thornbloom, Cory Brockett, Rick Hoepner, and Scott Seigel have worked on this contract. 2017 to current status – Approximately $0.4M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to three daily inspectors throughout the life of the contract. JPI provides weekly staffing schedules to Mr. Adams and Mr. Abel. JPI attended a daily 730am meeting to receive a hard ticket route and emailed results daily.

☐ Firm and Staff Contract Experience: JPI completes multi-trade residential and commercial inspections. All full-time staff on the contract are fully licensed as Engineers Architects or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential inspectors (multi-trade) and had staff available for licensed commercial and residential plan reviewers (multi-trade).**

☐ Costs: JPI provides a daily 50%-75% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work and could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

Joseph Payne PE, MBA

Curriculum Vitae

Credentials
Professional Engineer
Florida License #55751
Georgia License #33995
Delaware License #15439 (inactive status)

Corporate Office
5995 S A1A
Melbourne, FL 32951

Mailing Address
16057 Tampa Palms Blvd. , #242
Tampa, FL 33647

Phone
Cell: 813.731.1501

Internet
E-mail:joe@jpiflorida.com

Education
Masters of Business Administration
University of South Florida, Tampa, Florida

Bachelor of Science in Civil Engineering
Drexel University, Philadelphia, Pennsylvania

Graduate studies (Geotechnical Engineering- 1998)
New Jersey Institute of Technology, Newark, New Jersey

Continuing Education:
Florida Department of Financial Services (Neutral Evaluation) –2013
Florida Department of Financial Services (Mediation) - 2014
Florida Civil Circuit Court Mediator - (Pending 2014)
1802 Wind Hazard Mitigation Training – April 2011
Advanced MOT Work Zone – 2005
Amtrak Contractor Safety Training - 1999
OSHA 40 Hour Hazwoper – 1997

Professional Associations
Florida Board of Professional Engineers, Case Reviewer
Hillsborough County Plumbing Board of Adjustment, Appeals and Examiners (Engineer)
Hillsborough County Land Use Appeals Board (2009-2010)
Westchase Association Board of Directors (2007-2009)

Areas of Concentration
Municipal Services
Quality Assurance and Control Manager
General Civil/ Site Engineering
Public Sector Market Development
Environmental Resource Permitting
Pond Siting Reports
D.O.T. Drainage Connection Permits
Public Meetings

Professional Experience

Joe Payne Inc., Tampa, FL 2009-current
President
President of a full service civil engineering firm. Owner and Principal-In-Charge of three service lines (Municipal Service Line, Civil/Site Engineering, and State/ Federal). Consultant for thirty-five municipalities in the State of Florida. Provide professional opinions and consultation. Within the Municipal Service Line, common activities include Interim Building Official coverage, Residential and Commercial plan review (office and remote), and Residential and Commercial Inspector (paper based and tablet). Quality Control Officer for JPI.

Consultant for the Florida Board of Engineers. Complete plan reviews and provide professional opinions for complaint cases involving building code, sinkhole, site plans, inspections, and related professional activities. Provide professional opinions.

Consultant for the Florida Department of Financial Services. Engineering and Financial Management consultation.

Completed neutral evaluation for Department of Financial Services for sinkhole loss verifications and remediation methods. Cases in Hillsborough, Hernando, Pasco, Highlands, and other counties throughout Florida.

Louis Berger Group, Inc., Florida Statewide, 2013-2014
Special Consultant – Contract Role
Consultant for Louis Berger Group Florida Statewide marketing and business development pursuits. Project Manager for several Design-Build pursuits with a large international Design-Build contractor in South Florida. Project Manager for pursuits along SR 826 and HEFT. Proposal Manager for the Louis Berger team on the I-4 Ultimate P3 project. Proposal Manager for the Interstate Program Manager pursuit and Emergency Response General Consultant pursuits for FDOT.

Greenhorne & O'Mara, Clearwater, FL 4/08 to 8/09
Project Director
Worked as a Project Manager and Technical Director for a nationally ranked general civil and transportation consulting firm located in Tampa Bay. Project Manager for professional service contracts in the one million to three million dollar range. Won the

Hillsborough County TTF-2a contract at Broadway and Falkenburg which was the first Hillsborough County public works contract at the office. Closed FDOT Design-Build contracts for work in FDOT 2. Brought in construction permitting and dewatering contracts for work in Collier County. Set-up teaming agreements for contracts for FDOT Design-Build projects and shortlisted on D4 work. Project Director for Hillsborough County Public Works contracts. Assists the Office Manager in reaching $2.5 million dollar sales goal for public sector clients, primarily City, County, and alternate bid FDOT projects. Corporate restructuring led me to pursue a new home to continue my career.
References: Matt Fabrizio (Frmr. Project Manager), 727.423.0202

TY Lin, Inc., Tampa, FL 7/05 to 4/08
Associate/ Project Manager
Project Manager and Technical Lead Drainage Engineer for the Tampa Business Unit of an international structural and transportation engineering firm. Won the Hillsborough County General Civil Service contract for the office. Brought in several FDOT 1 DEMO assignments under prior contracts. Shortlisted on several Districtwide Drainage contracts and invited by FDOT 1 to present for them at the 2007 FICE conference. Project Manager for DOT reconstruction and County intersection improvement projects. Senior Drainage Engineer on multi-lane widening, new construction, and reconstruction highway projects. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities. Responsible for conformance to the FDOT Drainage Design Policy and the State of Florida regulatory standards and statutes. Senior Quality Control and Quality Assurance official for the Tampa Business Unit's Roadway Drainage Design activities. Represent clients at formal and informal Public Meetings.
Reference: John Darling (Frmr. Office Manager) 813.205.4623

American Consulting Engineers of Fla, Inc., Land O' Lakes, FL 4/04 to 7/05
Senior Drainage Engineer/ Project Manager
Statewide Drainage Engineer for a national transportation engineering firm. Senior Drainage Engineer on multi-lane widening, new construction, and reconstruction highway projects. Engineer of Record for work associated with Water Management Districts. Project Manager for City and County municipal projects with construction costs under one million dollars. Represented clients at formal and informal Public Meetings. Pursued and won several CDD contracts. Considered ownership opportunities until TYLIN approached me with a more affordable stock ownership plan.
Reference: John Kilgore (Office Manager) 813.927.0061

Coastal Engineering, Inc., Brooksville, FL 3/03 to 4/04
Assistant Director
Assistant Director for a privately owned site and civil engineering firm. Won and closed approximately an average of $25-50k of contracts per week with private clients during a very "hot" development market. Directed a 15 member technical staff completing residential and commercial construction plans for private developers. Engineer of Record for engineering work associated with Water Management District permitting, DOT Drainage Connection Permits, DOT Driveway Connection Permits, DOT Utility Permits, DOT R/W Permits, and DOT Access Management Connection Permits. Represented clients at Public Meetings.

Reference: Tom Mountain (Office Manager) 352.796.9423

Florida Department of Transportation, Tampa, 9/01 to 3/03
Assistant District Drainage Engineer
Worked as a Lead Permit Official for D.O.T. Drainage Connection Permit Reviews. Senior Engineer for engineering services completed by the Department for public services. Represented the State at formal and informal Public Meetings. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities.
Reference: Dwayne Kile (Frmr. Office Manager), 727.572.7111

Dames & Moore/ URS, Inc., Tampa, 7/00 to 9/01
Senior Drainage Engineer
Received an opportunity for a full time position at Dames & Moore. Engineer of Record for Roadway Drainage Engineering services on public transportation projects. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities.
Reference: Matt Fabrizio (Frmr. Project Manager), 727.423.0202

System One - 6/99 to 7/00
Contract position – Drainage Engineer
Designer and Engineer for roadway drainage consultation on public transportation projects. Designer and coordinator for engineering work associated with Water Management District permitting of stormwater management facilities.
Reference: Kevin Knudsen (Office Manager), Rob Garrigues (Frmr Supervisor) 813.289.5550

Frederic R. Harris, Inc., Philadelphia, PA 8/98 to 6/99
Civil Designer
Relocated back to Philadelphia to work for a major transportation company. Civil and Transportation Designer for a national transportation and public infrastructure engineering firm. Stormwater Management Design on road widening projects.
Reference: Timothy Gunner (Former Department Manager)

McNally Engineering. Oakland, NJ 4/97 to 8/98
Project Manager
Brown Caldwell was in the process of acquiring Eckenfelder. Pursued a management opportunity with McNally Engineering for job stability. Managed the design of small site and civil engineering service contracts. Coordinated environmental permits for these activities.
Reference: Mike McNally, Owner

Eckenfelder/ Brown Caldwell, Inc., Ramsey, NJ 8/95 to 4/97
Project Designer
Civil and Environmental Designer for a waste management division of a national environmental engineering firm. Completed a six month construction quality assurance assignment for a groundwater pump, treat, and reinjection system.
Reference: Mike Monteleone (Former Office Manager)

Kevin Singley
901 E Midway Rd.
Fort Pierce, FL 34982
772-618-0449
Kevin.singley@yahoo.com

Building Code Professional
Accomplished and integrity driven construction professional offering over 30 years' experience as a contractor, inspector, plans examiner, and building official. Recognized as a savvy leader with strengths in construction processes, defining and implementing continuous improvement strategies.

JPI Palm Bay/ Fernandina Beach FL/ Okeechobee
Plans Examiner/ CBO 08/2020-Present
Performs remote and in-house multi-trade plans examination.
Performs Temporary CBO coverage for Fernandina Beach and Okeechobee School Board. 03/2018 - 08/2020

UNIVERSAL *Building Inspection department manager*
Managed a department of Threshold Inspectors, Building code Inspectors, Plans examiners, and Building Code administrators. Performed private provider inspections and plan review. Developed relationships with new clients and maintained relationships with existing clients. Supervised business development managers and office staff. Held monthly budget meetings and reported to senior vice president of company.

Safebuilt LLC – South Florida 01/2016 - 03/2018
Building Official, Plans Examiner, Inspector
Performed the duties of Building Official, Plans examiner, and Inspector for multiple clients. Most time was spent between our Okeechobee and highland beach accounts but I was sent to dozens of municipalities on temporary a basis and perform all the above duties.

St. Lucie County BOCC – Fort Pierce, FL 06/2015 - 01/2016
Inspector
Performed daily inspections

Indian River BOCC – Vero beach, FL 08/2014 - 06/2015
Inspector
Performed daily inspections

St. Lucie County School District – Fort Pierce, FL 03/2002 - 08/2014
Inspector
Conducted daily Building Code Inspection, Fire inspections, and fire Plan review. Also served as the owner's rep, supervising contractors and design professionals

Licensures and Professional Development
State of Florida department of business and Professional regulation Certifications: (ALL Active)
Building Code Administrator
Standard Inspector – Building, Electrical, Mechanical, Plumbing, 1&2 Family Dwelling
Standard Plans examiner – Building, Electrical, Mechanical, Plumbing
State of Florida Fire Marshal Certifications: (not Active)
Fire Inspector I
Fire Plans Examiner
Education
Fort Pierce central High School – 1989 Graduate
U.S. Army Ordnance School – 1991 Graduate
Florida State Fire College – 2004-2008
Military Service
U.S. Army National Guard 1991-1994
Honorable Discharge- Enlistment time served

SCOTT ERIC SEIGEL, P.E., LEED AP, C.E.M., CxA, O.P.M.P.
Melbourne, FL
321.474.7302
Scott.Seigel@ymail.com

Areas of Experience

Building Inspection and Plans Reviewssss, Building Code, Mechanical Code, HVAC, Energy Savings Performance Contract (ESPC) Project Financial, Development and Implementation Strategies, Commercial, Building Controls and Field Service, Construction Management, Utility Analytics, Facilities Maintenance and Management

EDUCATION

Bachelor of Science, Mechanical Engineering, University of South Florida, Tampa, FL 1994
Master of Business Administration (Executive MBA Program) University of South Florida, Tampa, FL 2018

CERTIFICATIONS

Professional Engineer, Florida #60980; *Certified Energy Manager*, Association of Energy Engineers;
Commissioning Authority (CxA), AABC; *LEED AP,* USGBC; OPMP, ASHRAE

Experience

JPI – Building Inspector / Plans Examiner 2018-2021

◊ Multi trade building inspector/ Plans Examiner for several governmental agencies in Brevard County including the City of Titusville.

Technical Expert - Engineering Siemens Govt Technologies, USA 2013-2018

○ Customer Service ranking has improved year over year
○ Experience in balancing value propositions across multiple product portfolios
○ Mentored small and disadvantaged businesses to help exceed Federal Government SDB expectations
◊ Provided technical expertise for Energy Conservation Measures (ECMs)
○ Primary analysis included HVAC, Energy Management Control Systems (EMCS), Advanced Lighting Technologies, Cogen and Tri-gen Analysis, Water Reduction Strategies and utility structure analysis'
○ Emphasis in renewable energy portfolios: solar, biomass, wind, geothermal, solar thermal, hydro, and ocean technologies.
○ Final Determination for bundling of ECMs in an ESPC PA/IGA based on the SPB & finance term
○ Development of technical specifications and project schedules based on project requirements as determined by the team

DOD Project Sites: NSGB, USACE, Sigonella, Naples, Rota, Bahrain, Djibouti, CCAD, Var. UMCS Projects

Sr. Project Manager, Sain Engineering Associates (SEA), Birmingham, AL 2009-2013

◊ Directed Federal Project teams across 13-time zones
◊ Directed more than 30 EA and Cx project teams throughout the US, Middle East and Europe encompassing more than 50MMft^2 with projects exceeding $750MM. (80+ Engineers and Contractors - Direct Reports)
◊ Allocated resources based on contract compliance: day to day operations, scheduling, and deliverables
◊ Provided technical expertise for Energy Conservation Measures (ECMs)

DOD clients included GSA, US Navy, USACE, USAF, DOE, Army, ANG and Marine Corp

Sr. Principal Engineer, Williams-Russell & Johnson Engineers/Architects, Atlanta, GA 2009-2011 (Contract)

◊ Designed modified mechanical systems for $40MM educational facility i.e. Steam, CHW, DX, & CW
◊ Responsible Engineer of Record for all Florida projects
◊ Managed General and Mechanical Contractors on all required design modifications

Principal Engineer, General Physics Corporation, Titusville, FL 2008-2009

◊ Led Design Build Team for first major modification of CCAFS/KSC underground Cryogenic gas lines since the Apollo Era
◊ Developed new strategic plan which expanded General Physics business development and teaming capabilities

SCOTT ERIC SEIGEL, P.E., LEED AP, C.E.M., CxA, O.P.M.P.
Melbourne, FL
321.474.7302
Scott.Seigel@ymail.com

- ○ Successful JV with 8A Design Firm for City of Orlando engineered design projects (>$10M)
- ○ Successful JV Teaming for PAFB AFTEC (>$180M Building)
- ◊ Engineer of Record for shovel ready project modifications across KSC, CCAFS, PAFB and Ascension Island

Owner/President, Easley Mechanical Services, Melbourne FL 2003–2008

- ◊ Commercial and Residential HVAC installation
- ◊ Startup company that approached $2M in revenue after 5 years (16 direct reports)
- ◊ Produced C-Suite analytics monthly, P&L responsibilities
- ◊ Performed all annual performance reviews, hiring, training, and mentoring of Technicians
- ◊ Directed all government and commercial sales efforts
- ◊ Developed a successful inventory control method then managed the SCM processes

Sr Facilities Engineer, Siemens Power Corporation, Orlando FL 2000 – 2003

- ◊ Responsible for the design, analysis, and project management of multiple self-determined mechanical and electrical projects in existing office buildings, data centers and laboratories across multiple divisions and 16 buildings (2.4Mft^2)
- ○ Design Projects: Chiller Plants, Data Centers, Multiple office renovations, exterior renovation(s)
  - ▪ Major Project: Major HVAC renovation of 260,000ft^2 headquarters building
  - ▪ Major Project: Construction of (2) 4-story 180,000 ft^2 buildings
- ◊ Specified design criteria, discussed and select minimum equipment requirements with outside equipment manufacturers
- ◊ Produced bid packages which included architectural, mechanical and electrical drawings and specifications
- ◊ Developed strategic plans for mechanical and electrical improvements. Typical facility upgrades included HVAC, temperature controls, electrical, chemical and mechanical equipment, hazmat and fire alarm systems

Engineering Team Lead Raytheon Constructor, Cape Canaveral, FL 1999-2000 (Contract)

- ◊ Led Mechanical Department Engineers, Field and Technical Support for the $250M+ Delta IV Launch Facility (Pad 37B)
- ○ Reduced construction costs by as much as $25M through correctly interpreting existing plans, design intent and specifications for Cryogenic piping and HVAC systems
- ○ Supervised mechanical, electrical and specialty niche contractors

Software Expertise

Analytics: R, Tableau; MS Office: Excel, Word, Project, PowerPoint; Engineering Software: Carrier E-20II, CMMS, Estimation, Tracer, Energy Plus, various load calculation programs

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Volunteer Organizational Leadership

Executive Chairman, American Society of Mechanical Engineers, Cape Canaveral Florida Section 2000-2002

◊ Increased revenues 10-fold over a 12-month period

◊ Expanded Volunteer Executive Board from 5 members to 33 members; P&L responsibility

◊ Government Relations, Woman & Minorities Issues, Professional & Career Development Issues, College Relations, & Member Retention, STEM Teacher Awards, Scholarships, Publicity, and Technical Programs.

◊ Awarded 3 consecutive years, 2000-2002, as Best ASME Section Regionally and worldwide 2001, 2002

President, ASHRAE Space Coast Florida Chapter 2009, 2014

ASHRAE Region XII Chair, Government Activities 2014-2015

Military Experience: US NAVY Electrician

AWARDS

Technical Award for Leadership Canaveral Council of Technical Societies (CCTS)

Extensive Travel: 45 states and 41 countries

SWARR, PETER C., P.E.
Civil Construction Field Engineer
1535 Satinwood Court, NE, Palm Bay, FL 32905
(H)(321) 549-2070 (Cell) (443)-655-4982

EDUCATION

Lehigh University - B.S. Civil Engineering - 1982

REGISTRATIONS

Registered Professional Engineer in Pennsylvania - 2004

Registered Professional Engineer in Delaware - 2004

Registered Professional Engineer in South Carolina- 2009

Registered Professional Engineer in Illinois - 1992

Registered Professional Engineer in Florida - 1991

EXPERTISE

Project Management

Construction Management

Earthwork/Soils Projects

Project Controls – Cost and Schedule

Field Engineering

Owner/Client Relations

JPI 2017- CURRENT

Senior Plans Reviewer and Inspector for multiple trades (building, mechanical, plumbing, and electrical trades). Utilizes tablet to enter field results in real time. Primarily work in St.Lucie County.

SARGENT & LUNDY RESPONSIBILITIES

Mr. Swarr provides construction management leadership and support to Clients assisting them accomplish their project specific scope, schedule, cost, and quality objectives. During the pre-construction phase, his responsibilities include pre-construction planning, project scope development, budget and schedule preparation, bid preparation and award, and performing constructability reviews. In the construction execution phase, he monitors contractor work activities, verifies contractor schedule and work quality, assists in resolving design and installation questions, and administers construction contracts. He has capabilities to lead project teams or perform critical individual contributor role duties. He is a proficient verbal and written communicator.

EXPERIENCE

- **NIPSCo – Reynolds**

Assigned as a field construction engineer for the Reynolds substation and the Reynolds IN to Topeka, IN transmission line. Duties include management of construction activities, overseeing foundation installation, overseeing the delivery of transformers for the project, overseeing the installation of caissons for the substation components, and overseeing clearing of the right of way. (2015 to present)

- **Duke Energy – Oconee Nuclear Power Station**

  Civil Construction Field Engineer. Assigned to the Tornado/HELP and Protected Service Water Project as a Construction Implementation Engineer. During the design process, responsibilities were to provide concrete and structural-related constructability input and analysis to the Engineering Group for specific modifications. During the concrete and structural installation work, supported the Contractors leading activity to resolve Contractor field problems and initiating actions to remove barriers to Contractor installation success. (2009 to 2012). Recalled to site to expedite the drawing as-building process and to facilitate the installation of the PSW pump and associated piping system. In addition, designed various hangers required due to relocated equipment. (2013 to 2015)

- **Basin Electric Power Cooperative – Laramie River Station**

  Civil Construction Field Engineer. Assigned to the Circulating Water Piping Refurbishment Project. Duties were to conduct oversight and inspections of contractor CW piping refurbishment work during the plant outage. Refurbishment work consisted of cleaning, preparation, and coating internal CW piping surfaces. During the work, prepared inspection and progress reports. (2013)

- **OPPD – Fort Calhoun Nuclear Station**

  Civil Construction Field Engineer. Assigned to the Containment Internal Structures Project. Duties were to implement a concrete and structural inspection and testing program for reinforcement of reactor containment internal structures. (2013)

- **ECS Mid-Atlantic**

  Senior Project Engineer. Responsible for preparation of subsurface investigations; providing design recommendations for building foundations; assessment of subsurface data from field investigations; and training of geotechnical inspection personnel. Performed third-party construction inspections including civil, structural, mechanical, electrical, plumbing, insulation, and fire protection for various projects. Supervised field technicians performing soils, concrete, and structural steel inspections. Provided construction advice to clients as to methods to solve their construction problems, such as would be encountered in utility, roadway, or building installation. Performance of property condition assessments, environmental site assessments, and asbestos surveys. Projects included deep foundations for buildings, earthwork projects, residential subdivisions, subdivision roadways, commercial facilities, and industrial facilities in the Delaware, Southeastern Pennsylvania, and Northeastern Maryland region. (2003 to 2008)

- **ASC Geosciences**

  Senior Project Engineer. Responsible for preparation of subsurface investigations; providing design recommendations for building foundations; assessment of subsurface data from field investigations; and training of geotechnical inspection personnel. Supervised field

technicians performing soil, concrete, structural steel, masonry, and other special inspections. In addition, advised contractors as to methods to solve their geotechnical construction problems, such as would be encountered in utility, roadway, or building installation. Performance of environmental site assessments and asbestos surveys. Projects included deep foundations for buildings, residential subdivisions, subdivision roadways, and commercial facilities in the State of Florida. (2003)

- **Law & Associates**

  Senior Project Engineer. Responsible for preparation of subsurface investigations; providing design recommendations for building foundations, assessment of subsurface data from field investigations, and management and training of soils, concrete, structural steel, and masonry inspection personnel. (2001 to 2002)

- **HSA Engineers and Scientists**

  Senior Project Engineer. Responsible for preparation of subsurface investigations, providing recommendations for foundation design; assessment of subsurface data from field investigations; and management and training of geotechnical inspection personnel. (2000 to 2001)

- **Atlantic Testing Laboratories**

  Vice President and Chief Engineer. Responsible for preparation of subsurface investigations; providing recommendations for foundation design; assessment of subsurface data from field investigations; and management and training of soils, concrete, structural steel, and masonry inspection personnel. (1993 to 2000)

- **GSC Environmental Laboratories, Inc.**

  Senior Project Manager/Engineer/Asbestos Consultant. Responsibilities included: supervision of field personnel; marketing; performance of environmental assessments; technical reviews, conduction various other inspections and tests, management of field technicians. (1991 to 1993)

  Project Manager. Responsible for preparation of subsurface investigations; providing recommendations for foundation design, assessment of subsurface data from field investigations, and management and training of geotechnical inspection personnel. (1989 to 1991)

- **Frederick Ward Associates**

  Project Manager. Responsible for establishment of a geotechnical department; interface with clients (including contractors, governmental agencies, etc.); geotechnical recommendations; report preparation/review; training and supervising of lab and field inspectors. (1987 to 1989)

- **Robert B. Baiter Company**

  Project Engineer and Inspector. Responsible for performance of inspections and tests for construction materials including soils, concrete, and structural steel; providing recommendations for shallow and deep foundation systems, and report preparation. (1985 to 1987)

SWARR, PETER C., P.E.
Civil Construction Field Engineer
1535 Satinwood Court, NE, Palm Bay, FL 32905
(H)(321) 549-2070 (Cell) (443)-655-4982

SPECIFIC PROJECT EXPERIENCE

Westbridge Apartments, Annapolis, MD - Senior Project Manager and construction inspector.

The Crescent at Fells Point, Baltimore, MD - Senior Project engineer and construction inspector Domain Brewers Hill, Baltimore, MD - Senior Project engineer and construction inspector.

Annapolis Junction Commercial Park, MD - Senior Project engineer for inspection agency.

Wickham Road widening, Brevard County, FL - Engineer for inspection agency Dairy Road widening, Brevard County, FL - Engineer for inspection agency.

Kennedy Space Center, several projects, including Launch Pads 39 B (Shuttle) and 41 (Titan) - Geotechnical engineer and Engineer for inspection agency.

Walt Disney World, Emergency Services Facility - Geotechnical Engineer.

Walt Disney World, Buena Vista Drive Re-Paving- Engineer for testing agency.

Emerald Isles Condominiums, Panama City, FL - 23 Stories, Geotechnical Engineer, pile inspection, threshold construction inspections.

City of Palm Bay, FL - Geotechnical engineer for roadway re-construction/upgrades City of Melbourne, FL - Geotechnical engineer for roadway re-construction/upgrades.

ANDREW THOMAS MANERO

1113 Blossom Drive Sebastian, FL 32958
ph 561 901 3513, email: atmanero@gmail.com

OBJECTIVE

Collaborate with a team to promote Education & Awareness through the built environment.

CERTIFICATIONS

Registered Architect, AR96338
Interior Designer, ID6107
LEED BD+C

EXPERIENCE

JPI- JOE PAYNE INC., Plans Reviewer/ Building Inspector, August 2017-Present
Residential & Commercial Building Plans Reviewer (In-House) and Building Inspector
In-house Plans Reviewer for St. Lucie County and a Treasure Coast Municipality. Commercial plans examiner for JPI for projects multi-story commercial projects and other forms of commercial projects. Review Permit Documents, Permit Applications, & Notice of Commencement on site. Apply knowledge of Building Code in field to built conditions. Verify construction is compliant with Project Documents and Building Code

UMBER ARCHITECTURE LLC, President, 2013-Present
Residential & Commercial Project Architect
Prepare Construction Documents for Submission to Authority Having Jurisdiction
Review Plans submitted by Engineers, Consultants and Contractors
Meet with Building Official and Plan Reviewer's to walk-through Complex projects
Verify project is in compliance with the Construction Documents during Construction **Projects:**
Stratford Arms- 10,000 square foot Condominium Communal Area Renovation, Boca Raton, FL
Pure Vie- 1,500 Square Foot Spa & Yoga Studio Build-Out, Sarasota, FL
Bowen Residence- New 5,000 Square Foot House in Lighthouse Point, FL
Kathy's House- New 3,200 Square Foot House in Delray Beach, FL
Cohen Residence- 4,000 Square Foot Condominium Renovation in Boca Raton, FL
Kukes Residence- 5,300 Square Foot Condominium Renovation in Boca Raton, FL
Convissar Residence- Residential Addition
Swanson Residence- Residential Site Plan
Equestrian Way- Residential Remodel & Addition

LEIGHTON DESIGN GROUP, 2013-Present
Residential & Commercial Interior Design
Reviewed Plans and Construction Documents for ADA and Building Code Compliance. Project Management, Project Design, Drafting, Scheduling, Construction Administration. Review General Contractor's Bids, for completeness.

ANDREW T MANERO, ARCHITECT, Owner, 2012-2013

Residential & Commercial Architecture

Lupa Shoes- Retail renovation & re-branding

Programming: Analyzed display & storage requirements, created options for new store image

Design Development: Created new floor plan, lighting layout, and display systems within budget

Construction documents: Prepared bid documents, & permit sets

Ortega Lane- High-end residential design/build

Reviewed design concepts with owner & implemented into working drawings

Interviewed contractors, reviewed qualifications & bids

Created construction documents for city

Supervised construction, motivated contractors to meet deadlines

RENEWABLE LIVING INC, General Manager, 2011-2013

High End Interior Design/Build, Custom Fabrication & Installation

Manage general operations, systemization, finances, payroll, and insurance, create marketing material

Generate leads, convert to sale, and close deals

Estimate project costs, negotiate buy-outs, purchase materials, and coordinate installations

Supervise the design & construction teams

WEST ARCHITECTURE, Project Manager, 2010

Architecture & Construction

Met project budget and time schedule

Managed Construction Documents, Engineer Coordination, & Estimating.

Design/Build: Plan & implement fluidity of drawings for construction to minimize changes.

Historic Renovations: Synchronized notes on drawings to accommodate Historic Society &, Archeological requirements with modern construction methods.

Created marketing packages for RFP's

BALFOORT FINNVOLD ARCHITECTURE, Project Manager, 2007-2010

Architecture

Coordinated construction documents with owner, consultants, & city reviewers

LEED Projects: Documented and managed LEED Templates

Estimated and analyzed costs of materials, systems and finishes

Edited and assembled the Project Manual and Specifications

Custom Homes: Met with homeowners to, present select finishes and approve drawings, make sure the homeowner understood the drawings and was always satisfied

Created and presented 3d walkthroughs with selected finishes to homeowners

Completed projects on schedule in accordance with Housing Department requirements and secure permit from the Building Department

Contract Administration: Lead pre-bid & pre-construction meetings, observed job sites during construction administration, and approved pay applications

Addressed and problem solved building issues during construction

GLAVOVIC STUDIO INC, Project Manager, 2005-2006

Architecture, Urban Planning

Site Feasibility Report for Miami Beach: Systematically investigated site conditions, and current user groups

Developed conceptual design based on City Master Plan

Investigated precedents and interviewed potential users for a skate plaza

Compiled findings into a final document and Power Point presentation
Client extended contract for further consideration of project

ARCHITECTURAL DIMENSIONS, Drafter, 2004-2005

Architecture

Retail Stores: Gap Inc/ Old Navy/ Banana Republic
Worked with the project team to complete construction documents.
Administered quality control for drafting team.

ARCHITECTURAL INTERIORS OF SOUTH FLORIDA, Designer/ Drafter, 2001-2003

Interior Design

The Village of Merrick Park, Motorola, ATI Technical School
As build drawings, Construction Documents, Rendering.

ACADEMICS

Florida Atlantic University, Bachelor of Architecture 2006

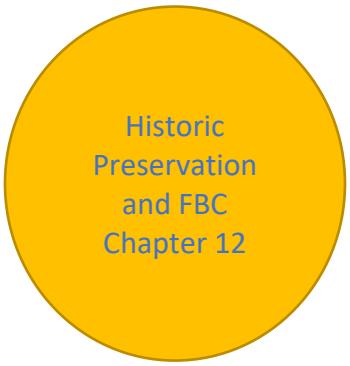
SKILLS

Accela Inspector
Masterspec software
Sketchup, Realistic Renderings
Auto CAD 2D and 3D
Adobe: Photoshop, Illustrator, In Design, Acrobat
Microsoft: Word, PowerPoint, Moviemaker, Outlook, Excel
QuickBooks

GENERAL INFORMATION

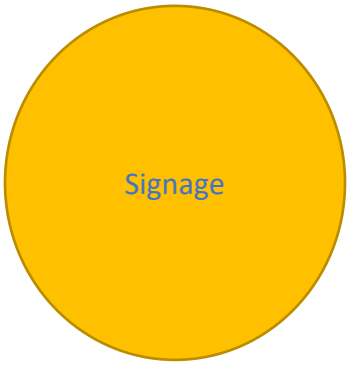
JPI has vast experience with plan review of applications within tourism areas. This primarily comes from our vast clientele in St. Lucie County and coastal areas through Florida. We find that key factors in plan review for visitor tourism and marketing are as follows:

1) Historic Preservation
2) Signage
3) Accessibility
4) Review schedules



Historic Preservation is a key building code activity for tourism in Florida. Our tourism quite often features Historic buildings which are popular for local tourism and out of town tourism. Preservation supports federal funding also for the project to maintain the building in its historic state. FBC Chapter 12 provides Code on Historic Buildings. The intent is to provide means for occupant safety, property conservation and use of designated historic buildings while protecting those elements, spaces and features that make these buildings historically or architecturally significant.

Signage beautifies tourism areas and provides marketing platforms for communities. Appendix H Signs of the Florida Building Code provides Code on the erection of signs. Chapter 31 discusses special construction. Other sections also discuss signage. NEC 2017 provides lighting Code for signage.



One key factor of the Building Code which affects marketing and tourism is accessibility. JPI completes a thorough accessibility review of sidewalks, access, corridor widths and lobbies of common areas. Tourism and marketing projects provide future tax revenues, so with cash flow, always comes the importance of schedule, specifically plan review schedules. These projects may receive priority plan reviews due to the stakeholders involved in the community.

JPI completed plan reviews on a variety of projects over the years with our clientele involving marketing and tourism. Here are three examples:

1) St. Lucie County. St Lucie County has an Office of Tourism which we interface with on key projects. One example, is that JPI has completed plan reviews and other professional services at hangers within the Treasure Coast International Airport.
2) Clearwater, FL. JPI has completed plan reviews and inspections for a variety of new high-rise hotels in Clearwater and Clearwater Beach, FL. The most recent project is the Alanik Hotel in Clearwater Beach, FL which broke ground in 2023.
3) Fernandina Beach. Fernandina Beach Main Street is regulated by the National Trust for Historic Preservation. Demolition within most commercial building in this area is limited to what is allowable the Preservation. These restrictions far surpass the Building Codes for certain work, as Preservation is the key goal.

CERTIFICATES

JPI provides DBPR and sunbiz.org certificates. Also, we provide a summary table of our employee licensure.

JPI	DBPR	Years Exp
Joe Payne	FLPE55751	30
Greg Perlin	BN6576	40
Jack McCabe	BN4613	50
Jason Steele	FLPE69234	20
Cory Brockett	FLPE74677	20
Bob Hightower	BN2430	40
Doug Walton	AR0007045	50
Andrew Chupka	FLPE46655	40
Juan Mastrapa	FLPE68217	30
Greg Martin	BN3947, PX1848	40
John Wiggins	BN2384	40
Andrew Mareno	AR96338	20
Eddie Page	FLPE69045	30
Pete Swarr	FLPE44159	40
Ezz Elgayar	BN6415	40
Robert Bryce	PX2783	45
Scott Seigel	FLPE60980	30
Luke Curtis	RPX279, PX3717, BN6614, BU1975	30
Andrew West	FLPE60301	30
Dan Folwell	BN6927	40
Charles M. Nolan	FLPE19889	45
Rick Hoepner	FLPE23319	50
Ryan Ferry	BN6617	15
Mark Thornbloom	FLPE50107	35
Jon Thomas	BN7125	15
Glenn Hall	PX3588, BN5324	50
Kevin Singley	PX3601, BN4798, BU1872	30
Micheal Tew	PX2675, BN5003	30
Tony Murphy	AR100424	35
Robert Peck	BN7567	40
James Crouch	BN8698	40

Detail by Entity Name

Florida Profit Corporation
JOE PAYNE, INC.

Filing Information

Document Number	P10000059808
FEI/EIN Number	80-0640420
Date Filed	07/21/2010
State	FL
Status	ACTIVE

Principal Address

5995 S HIGHWAY A1A
MELBOURNE BEACH, FL 32951

Changed: 06/28/2021

Mailing Address

5995 S HIGHWAY A1A
MELBOURNE BEACH, FL 32951

Changed: 02/09/2022

Registered Agent Name & Address

PAYNE, JOSEPH
5995 S Highway A1a
MELBOURNE BEACH, FL 32951

Address Changed: 01/23/2022

Officer/Director Detail

Name & Address

Title DPST

PAYNE, JOSEPH
5995 S Highway A1a
MELBOURNE BEACH, FL 32951

Annual Reports

Report Year	Filed Date
2021	01/11/2021

2022	01/23/2022
2023	01/19/2023

Document Images

01/19/2023 -- ANNUAL REPORT	View image in PDF format
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04/19/2014 -- ANNUAL REPORT	View image in PDF format
04/27/2013 -- ANNUAL REPORT	View image in PDF format
04/12/2012 -- ANNUAL REPORT	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
07/21/2010 -- Domestic Profit	View image in PDF format

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LICENSEE DETAILS

11:50:56 AM 6/1/2023

Licensee Information

Name:	**JOE PAYNE, INC. (Primary Name)**
Main Address:	**5995 S HIGHWAY A1A** **MELBOURNE BEACH Florida 32951**
County:	**BREVARD**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**29882**
Status:	**Current**
Licensure Date:	**04/24/2012**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint

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Filing History

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Fictitious Name Detail

Fictitious Name

JPI

Filing Information

Registration Number	G15000008007
Status	ACTIVE
Filed Date	01/23/2015
Expiration Date	12/31/2025
Current Owners	1
County	HILLSBOROUGH
Total Pages	4
Events Filed	3
FEI/EIN Number	80-0640420

Mailing Address

5995 S HIGHWAY ALA
MELBOURNE BEACH, FL 32951

Owner Information

JOE PAYNE, INC.
5995 S HIGHWAY ALA
MELBOURNE BEACH, FL 32951
FEI/EIN Number: 80-0640420
Document Number: P10000059808

Document Images

01/23/2015 -- REGISTRATION	View image in PDF format
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05/27/2021 -- CHANGE NAME/ADDRESS	View image in PDF format
01/12/2020 -- Fictitious Name Renewal Filing	View image in PDF format

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Filing History

Fictitious Name Search
Submit

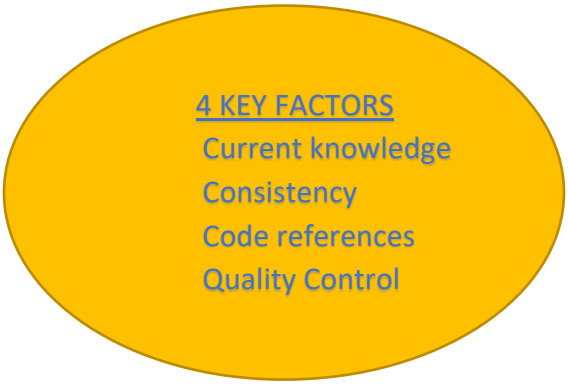
FINANCIAL DATA

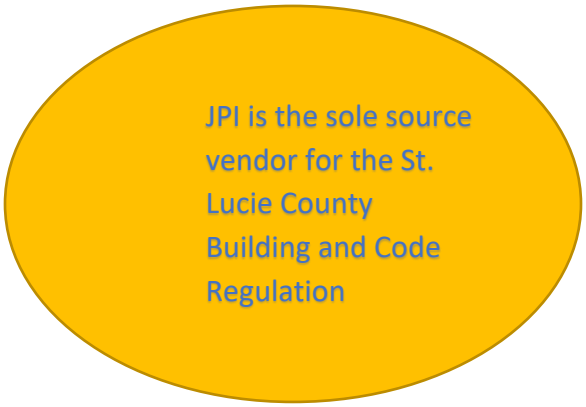
JPI's Dunn and Bradstreet number is 039948949. If necessary, we will submit our 1120 tax forms as proprietary during the selection process.

SCOPE OF WORK

Our Approach to the Scope of Work is based on our sound knowledge of Building Code Review from our statewide contracts. There are several key factors of measurement for the success of the Approach to the Scope of Work. From our experience, JPI found that the citizen and contractor end user's needs are best met through four key factors:

1) Current knowledge
2) Consistency
3) Code references
4) Quality Control





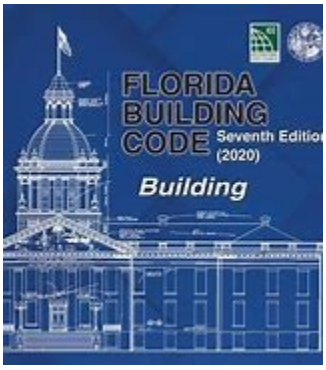
Current knowledge is a key factor for this work. JPI possesses technical staff who are subject matter experts in inspections. Through our current work with inspections JPI maintains knowledge of Technical Bulletins, Code Advisories, and Code Updates. JPI possesses this knowledge in both residential and commercial construction and in all trades. From feedback that we receive from our current clientele, our commercial plan review is very thorough with code references and cross reference to NFPA and other codes. JPI has worked with St. Lucie County since 2018 and is familiar with how to interact with the local builder community.

The second key factor is Consistency. Specifically, with the Pass/Fail rate of our work for statistical significance to the City employees. This establishes consistency between resources and provides consistency to the citizens of Fort Pierce. The contractor community is sensitive to a new plan reviewer creating review comments unseen regularly in the community. JPI proposes to initially contact the Building Division with our proposed comments prior to posting to the applicant. JPI possesses several standard comment files, with code refences, that we can share with the Building Division.

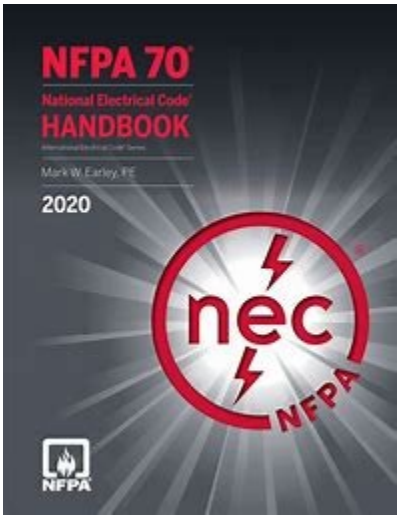
Click2Gov JPI possesses permitting software knowledge through our past and current work. We are familiar with the main screen which lists the active reviews in que. As an on-call provider, JPI provided professional services for all trades including electrical, mechanical, building, and plumbing trade professionals. JPI is different from our competitors because of our availability of multi-trade staff and the personal touch of the Owner, Mr. Payne, who will leave the office and assist clients with plan review services. **Mr. Payne regularly reviews plans for Mr. McCloud.** JPI is a 100% Florida Based company with 100% of our employees residing and working in Florida.

Our notice period to provide staffing ranges from **five minutes** to five days. When the City provides five days of notice, JPI will typically serve these requests 100 percent of the time. When the City provides 24 hours of notice, JPI will typically serve these requests 90 percent of the time. When the City calls us in the morning of the day requiring plan review, we still can meet this request with a 50 percent reliability, by having local staff and the ability of the Owner Mr. Payne, to leave the office and service contracts "hands-on".

JPI will provide all equipment necessary for this work and has done so as an incumbent. JPI employees maintain FBC, NEC, NFPA, ICC and other related code references as they complete their work. For plan review, 30 full-time equivalents, FTE's, can perform plan review with at least 10 FTEs per trade available (due to multi-trade licensure). JPI has four licensed building officials available for this contract and twenty licensed professional engineers.

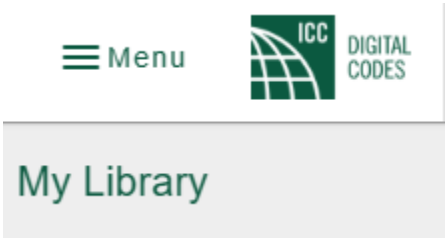


The third key factor is Code References. JPI proposes a **WORK Plan** unique to the services listed within this RFP. Our **WORK Plan** will consider all regulatory Codes for this Work Objective. The 2020 FBC, Mechanical, 7th edition will regulate policy for HVAC systems. The 2010 ADA will regulate the ADA inspections along with Accessibility Code. The 2020 FBC including the Existing Conditions Chapter, will regulate building code compliance, doors and hardware, fences, structural aspects of Fireplaces & Chimney, Insulation, Roofing Systems, Seawalls, Docks, and Structural Components. Florida Elevator Code Authority and FBC Chapter 30 (over three stories) regulates elevators. NFPA 70 regulates fire protection and co-regulated NEC 2017 and 2020. ASCE 7-16 regulates wind loads. The Energy Code is an overlapping regulation. Solar Energy Code is regulated in several locations including Chapter 23 of the Residential Code and Chapter 14 of the Mechanical Code, and the Florida Plumbing Code. FBC Chapters 4 and 45 regulate swimming pools and saunas. The Florida Plumbing Code regulates plumbing systems, plumbing and pool heaters, and the Gas



Code regulates gas pool heaters. Additional Code considerations within our Operational Plan include NFIP, NPDES, ACOE, FAA47CFR, and FAA107 for the developing Drone technologies for roof inspections.

Continuing with this **WORK Plan**, JPI will input the daily plan review results in a timely fashion. JPI professionals will utilize individual emails and direct phone numbers to communicate with City constituents. JPI has multi-trade professionals who will review and process construction plans for issuance of building permits under the Florida Building Code. JPI will enforce other agency submittals including FEMA, Driveway permit, and FDEP. JPI will maintain records of work conveniently through creating a pdf of the results. JPI will enforce the 50/50 rule for substantial improvements for FEMA on projects and review and maintain all records required by Federal Emergency Management Agency ("FEMA") in association with the processing of building permits in the format required by FEMA. JPI will maintain all records and documents in accordance with Public Records Law (Chapter 119, Florida Statutes) and using the current General Records Schedule GS1-SL (For State and Local Government Agencies) which includes the GS6 (For Building Departments). This expands to include code enforcement of hazards, nuisances, and violations. JPI's multi-trade professionals and licensed engineers will assist in the preparation of the Insurance Services Office (ISO) evaluation for the City.

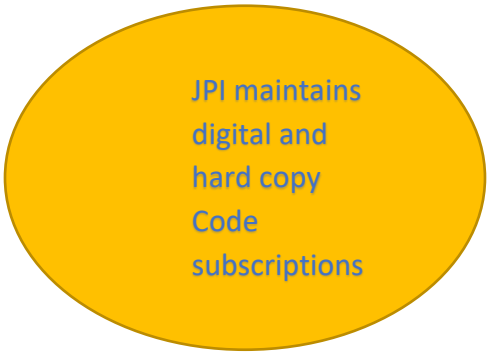


JPI Professionals possess OSHA Level D attire with JPI logo shirts. In the office, JPI professionals will dress in business casual with JPI logo shirts. JPI personnel have smart phones with mobile hotspots and Bluetooth for ease of Wi-Fi and platform access. In addition, JPI personnel utilize Ipads which contain training and continuing education software. All JPI Building Code Professionals receive continuing education for license renewals. Engineers receive continuing education bi-annually for license renewals as do Registered Architects. JPI has a digital subscription to the ICC digital library and as continuing education all employees reference a digital subscription of the Florida Building Code in their practice along with the use of ICC code check books.

JPI will initially utilize staff already located locally. Joe Payne is the Project Manager. JPI is a statewide firm staffed with a TEAM ORGANIZATION of 40 professionals. Our company's operational capacity is 1800 hours per week. Currently, we are running at approximately 1400 hours per week billable which is our current and projected workload. We have up to 400 hours per week of surplus capacity available to service this contract. This is approximately ten full-time equivalents. We are operating at 77.78% capacity with 22.22% availability to support our WORK PLAN.

JPI's **EXPERIENCE** includes successful and practical work on similar projects. JPI currently serves numerous similar agencies including St. Lucie County, Martin County, Brevard County,

City of Stuart, and previously, Indian River County. JPI has a proven track record of excellent customer service, and the City may contact any of our references to verify the same. JPI will perform the duties of the Plan Examiner to accept and review plans, issue permits, perform inspections, issue certificates of occupancy and perform other Florida Building Code and City Code duties.

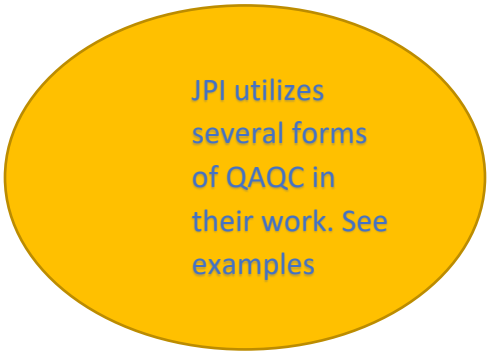


JPI has a full access digital subscription to the ICC website which provides digital access to current and prior editions of the Florida Building Code. In addition, our staff possesses handbooks on tablets and smartphones (with mobile hotspots) which provide convenient access to Code references. The **TEAM MANAGEMENT** of JPI includes a quality control program for new contracts, and staff, which includes mentoring and shadow/ over the shoulder training. Joe Payne, PE is the **TEAM PROJECT MANAGER and regularly monitors the pass/fail rate of our inspections.**

FEMA is a key plan review and inspection subject matter that interfaces with ROW, Zoning, Site, Habitat, Environmental, and all services under this RFP. The monitoring of FEMA substantial improvements is imperative. Key activities fall under Flood Damage Reduction, however, also consider public information (elevation certificates).The Zoning activities under this RFP dovetail into Mapping and Regulations and Flood Damage Reduction. This contract supports Warning and Response activities by filing in for City operations during Emergency Management situations such as named Hurricane Storms. Public Information Activities mainly consist of elevation certificates. This begins at the plan review level when the reviewer checks for the FEMA base flood elevation and design flood elevation. FEMA Technical Bulletin 10-01, page 7, Figure 2 is a key resource when reviewing foundation construction in the floodplain.

The City floodplain manager provides Map Information Services and Hazard Disclosures to the Community. We presume that under this current RFP, that JPI will interface with hazard disclosures through the ROW field investigation work. JPI will utilize available City GIS system data for Flood Protection Assistance and Flood Insurance Promotion. The Zoning and Habitat service under this contract will support Mapping and Regulations. Habitat supports Open Space Preservation.

The goal of these efforts is to develop into Flood Damage Reduction. Floodplain Management Planning is a goal of the Zoning reviews. The ROW services under this contract will support Acquisition and Relocation services. Flood proofing is a concept regulated in efforts to provide flood protection. Flood vents, flood proofing materials below the Design Flood Elevation, raising electrical panels to elevations above the DFE, are all examples of Flood Protection activities. Site Inspections will support Drainage System Maintenance. Our services provide support to the City for Warning and Response activities. When City employees need to enter communities to complete damage assessment, for example, JPI staff backfill the Division and complete their inspection and plans examination for that period of time.



A fourth key measuring factor for this work is Quality Control. JPI's Quality Control process starts with Day 1 for the employee. JPI has a shadowing program, and employees have over the shoulder shadow training for the first two weeks. This is a progressive training approach in which the over the shoulder time decreases daily over the two weeks. Also, we conduct audits of work for employees and randomly have shadow oversight. The employee is informed in the morning that JPI will oversee their work that day. For plan review and office work, JPI completes work from Code Review checklists. JPI feels that it is best to depict checklists used for our work to emphasize that work. The following are examples of Quality Control processes and procedures utilized for work under this contract.

Date: ___/____/____ Permit Number:

2020 Plan Review Guideline (SFR)

Based on Florida Building Code 7th Edition (2020)

Living SF: ____ __ Non-Living SF: _____ Total SF: ____ __ Bedrooms: Bathrooms: Stories:

Insulation/efficiency: _ ____ ____ Heat: Roof: _____ ☐ Porch ☐ Gas

- ☐ Consistent square footage calculations on construction plans and zoning permit FBC 107.2.6
- ☐ Consistent approved plot plan and construction plans FBC 107.2.6
- ☐ FL product approval sheet for all exterior materials FBC 107.2.4
- ☐ Energy calculations FBC EC R101.5
- ☐ Form 405-2020
  - ☐ Signed by preparer and owner/agent
  - ☐ Has pass seal
  - ☐ Conditioned floor are matches living area on plans
  - ☐ Attic Vented ☐ Attic Unvented
  - ☐ Insulation matches wall sections on construction plans
  - ☐ Water heater ☐ (Gas) ☐ (Electric)
- ☐ Manual J FBC EC R403.7
  - ☐ Consistent with Manual S
  - ☐ Equipment information notated
- ☐ Manual S FBC EC R403.7
  - ☐ Total capacity equal to or greater than 100% and less than or equal to 115% (or closest available unit size)
- ☐ Duct layout FBC EC R403
  - ☐ Consistent with construction plans (flipped ducts layouts are unacceptable)
  - ☐ Duct sizes, CPM, and return/supply Or
  - ☐ Manual D

General Construction Plan Requirements

- ☐ Paper Plans FAC 61G15-23, 61G1-16
  - ☐ Original hand signature and wet or raised seal from a licensed Florida design professional
- ☐ Digital Plans FAC 61G15-23, 61G1-16
  - ☐ Unlocked digital signature capable of verification and a seal from a licensed Florida design professional on the first page
- ☐ Plans dimensioned and scaled
- ☐ Plans legible (minimum text size 3/32")
- ☐ LCC Ch.6
- ☐ Plans designed to the 2020 Florida Building Code Residential and all other applicable codes

Structural

- ☐ Wind zone location or wind speed FBC R301.2.1
- ☐ Exposure category FBC R301.2.1.4
- ☐ Design loads FBC R301
- ☐ Components and cladding pressures for openings FBC R609.2
- ☐ Lumber grade and species FBC R502, 602, and 802
- ☐ Fasteners used with P.T. wood FBC R317.3
- ☐ Lintel designation FBC R608.8.2

Foundation Plan

- ☐ Slab description (thickness and compressive strength) FBC R402.2 and 506
- ☐ Minimum 6-mil polyethylene or approved vapor retarder FBC 506.2.3
- ☐ Soil bearing value FBC R401.4
- ☐ Termite treatment FBC R318
- ☐ Sloped garage floors to main door FBC R309.1
- ☐ Footing dimensions and location FBC
- ☐ Footing minimum 12" below grade FBC R403.1.4
- ☐ Isolated/Colum footing dimensions and location
- ☐ Stem/retaining wall height

Floor Plan

- ☐ Square foot tabulation (living/nonliving)
- ☐ 1 exterior swing door to be minimum 3'x6'-8" FBC R311.2
- ☐ Hazardous glass locations indicated as "Temp." or "Safety" (Within 2' of doors, bath or pool areas within 5' with a sill below 5', stairs with sill below 3', within 5' of bottom of stairs with sill below 3') FBC R308.4
- ☐ Solid or 20 min fire rated door from garage to dwelling FBC R302.5.1
- ☐ ½" gypsum or better on garage wall side of dwelling separation FBC R302.6
- ☐ 5/8" type x gypsum on garage ceiling if habitable room above FBC Table R302.6
- ☐ 1 bath/toilet room with a 29" minimum clear access, on the lower floor FBC R320
- ☐ Sleeping rooms have E.E.R.O/Egress Opening FBC R310.2
- ☐ Attic access location (minimum 22x30 and all separate areas with 30" height clearance) FBC R807
- ☐ Hallways minimum 3' wide FBC R311.6
- ☐ Rooms labeled and uses identified

Elevation Plan

- ☐ All elevations
  - ☐ Dimensioned
- ☐ Windowsills minimum height FBC R312.2.1
- ☐ Roof vent calculations if required on Form 405-2020 FBC R806
- ☐ Crawlspace ventilation and access (if applicable) FBC R408
- ☐ Roof slope FBC R905
- ☐ Roof material FBC R904
- ☐ Location of vented appliance/fireplace (if applicable) FBC R G2427
- ☐ Egress windowsills maximum height FBC R310.2.2

Truss Plan

- ☐ Signed and sealed by design professional of record FBC R802.10
- ☐ Strapping locations FBC 107
- ☐ Truss bracing FBC R802.10.3
- ☐ Connector chart specifying the type, size, and number of fasteners FBC 107
- ☐ Gable end details (if applicable) FBC R602
- ☐ Truss plans consistent with elevations FBC 107

Electric Plan

- ☑ Electric layout FBC 107 per NEC 2017
- ☐ Smoke alarms FBC R314
  - ☐ In each sleeping area
  - ☐ Outside each sleeping area
  - ☐ On each dwelling floor
- ☐ Carbon monoxide alarms (if applicable) (within 10ft of sleeping rooms) FBC R315

Details

- ☐ Stair construction details indicate minimum 10" tread and ¾" - 1 ¼" nosing, maximum 7.75" riser height, 6'-8" headroom height, 36" wide/deep landings at top and bottom, handrail location, 34"-38" handrail/guardrail heights, and maximum 4" open rail spacing FBC R311.7
- ☐ Guards at porches, balconies, open stairs, ramps, raised floor more than 30" need guards: 34" at stairs and ramps, 36" all other areas FBC R312.1
- ☐ Show fire protection (minimum ½" gypsum board) under stairs FBC R302.7
- ☐ Bearing/Sheer/Opening/Header construction/details FBC 107
- ☐ Wall section(s) from foundation through roof to include wall assembly of interior and exterior materials FBC R301
- ☐ Frame walls have 2 layers of water-resistant barriers FBC R703.7.3
- ☐ Chimney/Fireplace Details FBC R1001
- ☐ Manufacturer specifications for factory-built fireplaces FBC R1005
- ☐ Wall sheathing with nailing pattern indicated FBC R604
- ☐ Roof sheathing with nailing pattern indicated FBC R803
- ☐ Wood sill plate anchoring to foundation FBC R403.1.6, 602
- ☐ Header and connection details for exterior and/or bearing walls FBC R602.7
- ☐ Dormer framing details FBC 107
- ☑ Provide gas layout FBCR G 2413
- ☐ Provide soffit detail FBC R704

.

The following is a standard checklist for a condo remodel/ renovation similar to Plan Examining Commercial - Remodel Multi-Trade (all trades) Review in the rate sheet:

CONDO KITCHEN/BATH RENOVATION

NOTICE: *Effective January 1, 2023, a smoke alarm that is newly installed or replaces an existing battery-powered smoke alarm must be powered by the condo electrical system with a back-up battery that powers the alarm for at least 10 years. The battery requirements do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as part of a centrally monitored or supervised alarm system.*

☐ I. Fire Protection

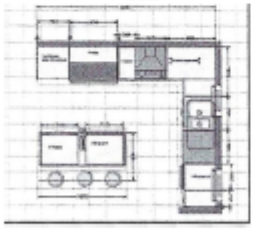
- ☐ a. **Fire Sprinkled?** Y☐ or N☐ (If yes, show on plans)
- ☐ b. **Fire Alarm?** Y☐ or N☐ (If yes, show on plans)
- ☐ c. Show existing & proposed location for new or relocated fire sprinklers/fire alarms/smoke detectors/strobes/horns, etc.
- ☐ d. State if smoke alarms are hardwired and /or interconnected. FBC 420, NFPA 72 & NFPA 13

☐ II. Type of Construction (per FBC Ch. 6): ***Check One***

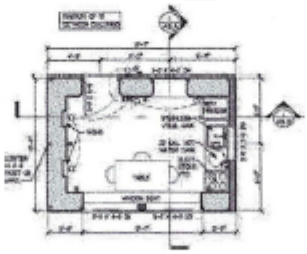
Type I: ☐	**Type II:** ☐	**Type III:** ☐	**Type V:** ☐
Concrete & steel High-rise tower	Masonry & steel Mid & low-rise	Masonry & steel Wood roof or floor Mid & low-rise	Wood frame Construction Low-rise
*Metal stud construction Fire treated wood		Wood Stud Construction Allowed	

☐ III. Show Floor Plans:

Existing space ☐



Proposed space ☐



Basic overall condo layout ☐

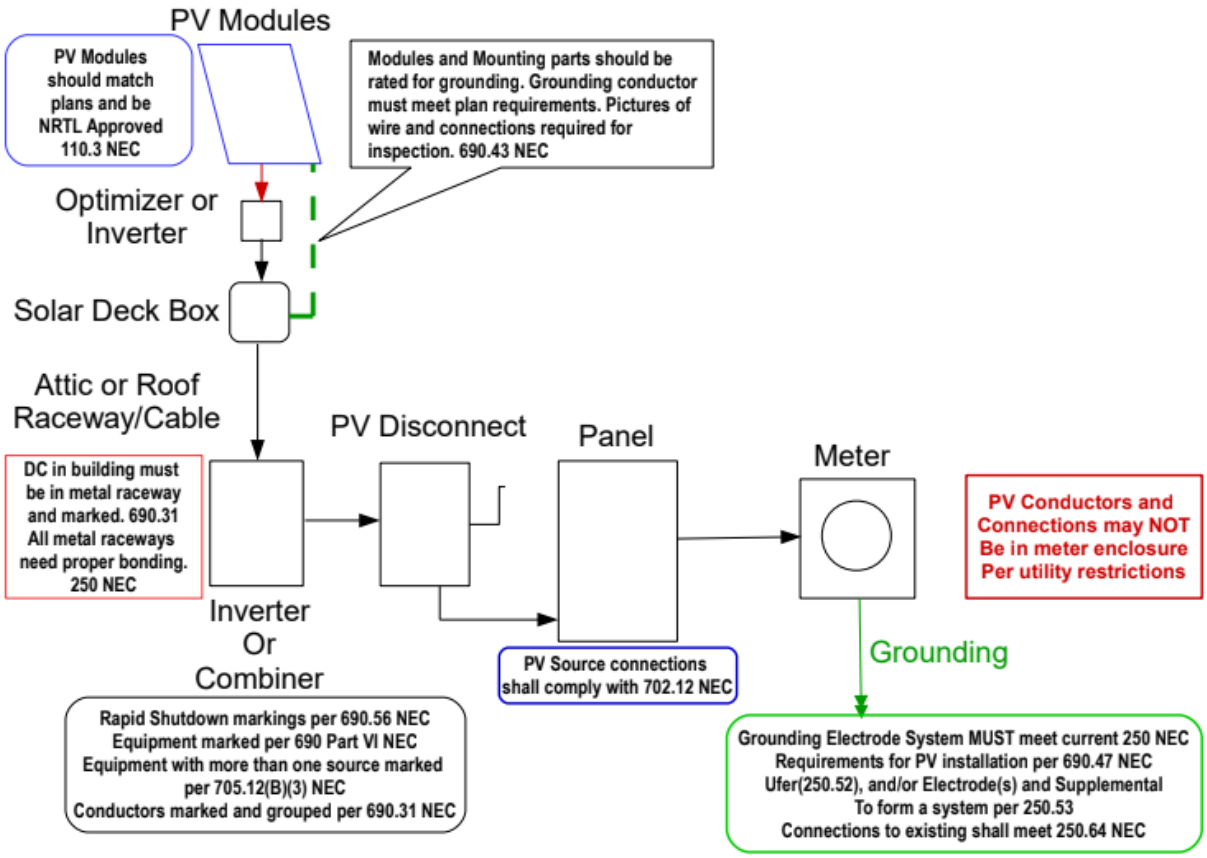
☐ IV. Indicate scope of work for:

- ☐ a. HVAC: Relocated supply/RA or exhaust duct
- ☐ b. PLBG: Relocated or new fixtures ~ provide Plbg ISO
- ☐ c. ELEC: New/altered GFCI circuits ~ provide panel schedule

☐ V. Replacing tile/wood flooring? Sound underlayment ~ Minimum 50 STC impact IIC rating required per (2020) Florida Building Code (FBC) 7th Edition, Section 1207

☐ VI. Any change to the fire rated corridor, tenant 1hr wall, or penetration of wall or floor **ATTACH UL DETAIL.**

The following is a Solar Project Review checklist:



ADDITIONAL DATA

JPI has completed Building Official, Plans Review, and Inspection services for St. Lucie County since 2018. We encourage the City to contact Monica Graziani at St Lucie County for reference.

SECTION VI
STANDARD FORMS

The forms listed in this section are to be complete and submitted with your proposal.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

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

(Name of Business)

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

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

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

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

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

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

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

Joseph Payne

Proposer's Signature

06.05.23

Date

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

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

Joe Payne, Inc.

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

JPI

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

5995 s a1A

Requester's name and address (optional)

6 City, state, and ZIP code

Melbourne Beach FL 32951

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

8	0	–	0	6	4	0	4	2	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ► Joseph Payne | **Date** ► 1.23.23

General Instructions

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

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

Purpose of Form

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

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

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

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2023-038
ANNUAL CONTRACT FOR INSPECTOR SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name St. Lucie County	**Name** City of Palm Bay
Contact: Monica Graziani	**Contact:** Val Perez
Address: 2300 Virginia Avenue	**Address:**
Fort Pierece, FL 34982	190 Malabar Rd Ste 105, Palm Bay, FL
Telephone: 772.462.1599	**Telephone:** 321.952.3400 x 5887
Email: grazianim@stlucieco.org	**Email:** valentino.perez@palmbayflorida.org

Name City of Melbourne	
Contact: Steve Innes	
Address: 900 E. Strawbridge Ave.	
Melbourne, FL 32901	
Telephone: 321.608.7929	
Email: Steve.Innes@mlbfl.org	

PROPOSAL PRICING FORM
RFP NO. 2023-039 ~ ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

The following proposal(s) is submitted on behalf of: JPI for the requested services, in accordance with the agreements and specifications contained in RFP No. 2023-038.

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

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

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform INSPECTOR services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. • Full-Time Plan INSPECTOR	**BLDG, M,E, or P**	**$** 82 **per hour**
		1 + 2 Family	**$** 82 **per hour**
		Multi	**$** 82 **per hour**
2	• Perform INSPECTOR services. • Per INSPECTOR In excess of 40 hours per week.		**$** 82 **per hour**
		1 + 2 Family	**$** 82 **per hour**
			$ 82 **per hour**
3	• Perform INSPECTOR services. • Per INSPECTOR: 4 hours per day, 18 – 22 hours per week. • Part time plan INSPECTOR		**$** 82 **per hour**
		1 + 2 Family	**$** 82 **per hour**
			$ 82 **per hour**
4	• Perform INSPETOR services. • Pre INSPECTOR On an needed basis • As needed INSPECTOR	**1 + 2 Family**	**$** 82 **per hour** **$** 82 **per hour**

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance as stated in proposal documents.	X	
Did you include a list of all materials and equipment to be used in providing the service?	X	
Is Drug-Free Workplace form signed and enclosed?	X	
Proposal envelope is marked accordingly	X	
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		X
Disregard, if you are going to utilize the electronic submission option.	X	
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL Joseph Payne

JPI acknowledges all addenda

Joseph Payne 06.05.23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2023

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

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

PRODUCER Straight-Line Insurance, LLC 1301 Grasslands Blvd., Suite 100 Lakeland, FL 33803 www.straightlinellc.com	**CONTACT NAME:** Straight-Line Insurance, LLC **PHONE (A/C, No, Ext):** 863-904-4776 **FAX (A/C, No):** **E-MAIL ADDRESS:** info@straightlinellc.comn
INSURED Joe Payne, Inc JPI 5995 S Hwy A1A Melbourne Beach FL 32951	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Certain Underwriters at Lloyd's of London — 32727 **INSURER B :** Infinity Auto Insurance Company — 11738 **INSURER C :** Insurance Company of the West (ICW) — 27847 **INSURER D :** Burlington Insurance Company — 23620 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 73468209 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	✓ **COMMERCIAL GENERAL LIABILITY** ☐ ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	738BG02358-03	4/7/2023	4/7/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY ✓ Allowed Autos ☐	✓	✓	509-82007-3557-001	6/18/2022	6/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EXCESS COVERAGE	$ 1,000,000 $ 5,000 $ 100,000 $ $ 100,000
D	☐ **UMBRELLA LIAB** ☑ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓	✓	HFF0012529-3	4/7/2023	4/7/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	WFL 5054011 03	3/6/2023	3/6/2024	✓ PER STATUTE ✓ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability	✓	✓	PLC-01064-00	6/19/2022	6/19/2023	Per Claim/Agg: $2,000,000 / $2,000,000 Deductible: $25,000	

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

Auto Liability Coverage Form - Hired Auto, Non-Owned Endorsement
E919 - Blanket Waiver of Transfer Rights of Recovery Against Others
E921 - Additional Insured - Primary and Non-Contributory

CERTIFICATE HOLDER

St. Lucie County BOCC
2300 Virgina Avenue - FL 3
Fort Pierce, FL 34982-5632

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Nicholas Davis

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APPENDICES

DemandStar Instructions
How to use E-Bidding

PROPOSAL PRICING FORM
RFP NO. 2023-038 ~ ANNUAL CONTRACT FOR INSPECTION SERVICES

The following proposal(s) is submitted on behalf of: _____ for the requested services, in accordance with the agreements and specifications contained in RFP No. 2023-039.

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

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

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform Inspection services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. FULL TIME INSPECTOR	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	$ 82 per hour $ 82 per hour $ 82 per hour
2	• Perform Inspection services • Perform inspection services in excess Of 40 hours per week. • FULL TIME INSPECTOR OVERTIME	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	82 $ 82 per hour $ 82 per hour $ 82 per hour
3	• Perform Inspection services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • PART TIME INSPECTOR	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	$ 82 per hour $ 82 per hour $ 82 per hour $ 82 per hour
4	• Perform Inspection services. • Per Inspector on an as needed basis • AS NEEDED INSPECTOR	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	$ 82 per hour $ 82 per hour

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	RFP No: 2023-038
Pre-Proposal Conference Date: 10:00AM, MONDAY, MAY 22, 2023	RFP Title: ANNUAL CONTRACT FOR INSPECTION SERVICES
Pre-Proposal Location: CITY HALL, 1ST FLOOR CONFERENCE ROOM 100 N. US HIGHWAY 1, FORT PIERCE, FL	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, TUESDAY, JUNE 6, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: JPI Mailing Address: 5995 S A1A Melbourne FL 32951	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: Joseph Payne
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: President
Incorporated in the State of: FL Year: 2010	Delivery in _____ days, ARO
Phone Number: 813 520 1683	Payment Terms: Net 30 Days
Fax Number: 813 520 1683	FEIN or SS Number: 80 0640420
E-Mail Address: joe@jpiflorida.com	Local Business: ___Y X N MWBE: ___Y X N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

2023-038: City of Fort Pierce

ANNUAL CONTRACT FOR INSPECTION SERVICES

UES™

Grounded in Excellence

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SECTION 1:

TRANSMITTAL LETTER

Date: June 6, 2023

Attention: City of Fort Pierce
Purchasing Division - Room 101
100 North U.S. #1 - 1st Floor
Ft. Pierce, FL 34950

Reference: 2023-038 ANNUAL CONTRACT FOR INSPECTION SERVICES

Dear Ms. Gonzalez and Committee Members:

GFA International, Inc., (GFA) dba Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience in response to RFP 2023-038 Annual Contract for Inspection Services. We have a firm understanding of the scope outlined within and are confident that our capabilities and experience position UES as the ideal firm to execute said scope. We have served Fort Pierce clientele in a variety of ways for many years, and we are eager to build upon our relationship in support of the City of Fort Pierce' needs and vision.

In early 2020, GFA International, Inc. (GFA) and Universal Engineering Sciences, Inc. strategically merged, forming the UES Family of Companies—the largest, most experienced, resource-rich organization of its kind in the nation. This union has grown to include more than 12 other companies across the nation, from the Carolinas to California.

It is important to note that the leadership, personnel, and most importantly, the exemplary service typical of all companies included in the Universal Family of Companies remains unchanged. That being said, the increase in fleet, personnel, and technology will significantly benefit all clients associated with UES.

UES has over 70 fully operational and fully-staffed branches spanning the U.S., with19 located in Florida. These strategically situated offices meet our clients' needs by providing local expert knowledge and solutions unique to the region. The wide distribution of our resources also means that we are able to rapidly respond to our clients and immediately allocate equipment and manpower.

Each office is staffed with dedicated professionals who are familiar with the region's geographic conditions, state, county, and city regulations, and who have developed strong working relationships with local specialized subconsultants and vendors.

Our team has decades of experience providing expert plans reviews for clientele and complex projects of all sizes, including municipalities similar to Palm Springs. Our team's technical expertise, our specialized training, fleet of equipment, and wide scope of capabilities has assisted our clients in finding solutions to difficult and intricate challenges on various projects.

Our mission is to provide the City of Fort Pierce with cost-effective, efficient, and accurate Inspection Services. Integrity is the keystone of our business relationship with all of our clients.

We understand that the selected firms must be appropriately qualified, licensed, and be an experienced vendor fully capable of providing review of building, plumbing, electrical, mechanical, gas, and structural plans in accordance with the requirements of all applicable codes and ordinances.

Furthermore, we recognize the individuals performing these duties must possess a minimum of five years' construction industry experience, as well as valid licenses in good standing with the Department of Business and Professional Regulation. We also understand that the Village averages 80 hours of plans reviews each month, although this contract will include a varying workload based on the Village's needs.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work who are also exceptionally innovative, dynamic, and responsive. We want our clients to think of UES as an extension of their organizations and their trusted advisors.

AUTHORIZED REPRESENTATIVES/VENDOR SERVICE REPRESENTATIVES

Tom Montano, PE
Port St. Lucie Branch Manager
607 NW Commodity Cove
Port St. Lucie, FL 34986
P: (772) 924-3575
E: tmontano@teamues.com

Matthew Chaney, BN
Port St. Lucie Building Inspections Dept. Manager
607 NW Commodity Cove
Port St. Lucie, FL 34986
P: (772) 924-3575
E: mchaney@teamues.com

Matthew Chaney, BN will serve as Project Manager for this contract. He will assign personnel as projects are awarded and will oversee each project personally. Matthew will be involved in ensuring reviews are performed according to the scope of services and in developing the budget for each.

Our Port St. Lucie office has a network of support from our other South Florida offices, including Miami, West Palm Beach, Clewiston, and Delray Beach.

Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. This Request for Proposal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP. UES attests that the information provided in this RFP response is complete, current, and factual.

Our team is ready to serve as an extension of your staff, and we will represent the City of Fort Pierce in the best possible way. UES' reputation, facilities, and culture attract some of the industry's most experienced and knowledgeable professionals. Many of our staff have been with the company for 10 years or more. An unmistakable passion for excellence is ever-present, as is a camaraderie and eagerness to teach, learn, and contribute to our clients' success.

On behalf of our entire team, we would like to thank you for this opportunity, your time, and consideration. We look forward to working with the City of Fort Pierce and providing reliable plan reviews throughout this contract and beyond. If you need to contact us for any reason, please feel free to contact the undersigned.

Respectfully,
GFA International, Inc., dba Universal Engineering Sciences

Tom Montano, PE -
Port St. Lucie Branch Manager
(772) 924-3575
tmontano@teamues.com
607 NW Commodity Cove
Port St. Lucie, FL 34986

SECTION 2:

ADDENDA ACKNOWLEDGMENT

May 18, 2023

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR INSPECTION SERVICES

RFP NO. 2023-038

ADDENDUM NO. 1

The purpose of this addendum is to advise vendors that minor changes were inadvertently overlooked in preparation of the proposal documents. Please disregard the original document and use the **REVISED** proposal document, attached for preparing your submission.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Travis Merrick
Typed or Printed

Company Name: GFA International, Inc. dba Universal Engineering Sciences

Address: 1215 Wallace Dr.
Delray Beach, FL 33444

Date: May 18, 2023

/lh

SECTION 3:

BUSINESS REQUIREMENTS

A. W-9

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

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

2 Business name/disregarded entity name, if different from above
DBA Universal Engineering Sciences

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
1215 Wallace Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Delray Beach, FL 33444-4600

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

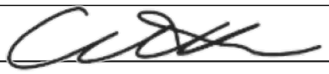
Employer identification number
6 5 – 0 8 7 4 9 6 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶  **Date** ▶ 01/03/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

Cat. No. 10231X — Form **W-9** (Rev. 10-2018)

B. BUSINESS TAX RECEIPT

CITY OF PORT SAINT LUCIE BUSINESS TAX RECEIPT

PLEASE POST IN CONSPICIOUS PLACE OR KEEP ON PERSON

Term : 10/01/2022 — 09/30/2023

2022 - 2023

Business Address: **607 NW COMMODITY COVE**

BTR#: 127198
Date Made: 08/03/2022

Business Name: UNIVERSAL ENGINEERING SCIENCES
Mailing Address: 607 NW COMMODITY COVE

PORT ST LUCIE, FL 34986

Business Tax Authority

Category:	Category 3	PROFESSIONAL	$134.00
Additional Data:	ENGINEERING FIRM		

Total Tax Paid: **$134.00**

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE

This receipt does not warrant that the receipt holder is competent to perform in the business, but that the holder has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law.

SECTION 4:

QUALIFICATIONS/ EXPERIENCE

UES' CAPABILITIES

UES is well-versed in the nuances of Florida statutory code compliance and has over 14 years of experience in providing both private provider code compliance services and city/county building department services. UES understands the nature and scope of the services to be provided and has the capability to comply with all terms and conditions of this RFP.

With a growing demand for construction plan review and inspection services, UES has become the most reliable, cost-effective firm of choice for government extension-of-staff, focusing on assisting our clients in improving their level of service to the community while simultaneously reducing their cost of doing business.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, as well as Florida Building Code Chapters 18 and 134, and any other applicable Chapters of The City Planning and Development Department's codes and ordinances.

Our professional staff consists of multi-certified professionals valued for their experience, professional knowledge, and desire to surpass our clients' expectations.

UES understands that this role is for a dependable, customer service driven resource, and that we will be providing residential and commercial building inspections services, including augmenting the city's enforcement of Florida Building Codes. We are currently providing identical as-needed inspections support for multiple municipalities, making UES uniquely qualified and experienced for this contract.

We understand the importance of coordination with the City's staff, building department, and governmental agencies. We will exercise a superior level of professional judgment when resolving any issues that may arise.

UES' staff is professional in every way—our goal is to blend in seamlessly, representing the City with professional and courteous service and become an asset to the Building Official. All staff will accept direction and instructions, while performing their responsibilities independently and in a professional manner with minimal supervision required.

UES conducts training and mentoring throughout the year to ensure that this concept is followed by appropriate actions. Hiring professional, reliable staff is the base to providing exceptional service.

We take pride in providing exceptional service to our customers. *Our staff has the necessary training, education, tools, and equipment to perform the services under this contract including professional logoed uniforms.*

Our Inspectors are all equipped with late model vehicles with a mobile computing solution and outfitted with the latest upgrades in hardware and software. This provides our team with enhanced communication abilities. The mobile system allows the inspector to provide real time inspection results and other documents in the field. In addition, every employee is equipped with a smart phone which numbers are shared with our municipal partners and customers.

It is UES' obligation to be cost conscious in meeting our clients' needs. We are responsive to those needs without compromising the integrity of our work and have developed an effective process of partnering with our clients throughout the term of our contracts. It is our mission to communicate with our clients before and during the work to come to mutually agreeable terms. We intend to provide the City with a level of comfort knowing that UES views cost management as a critical concern.

UES maintains full management control over the scheduling and quality of our work. Should a problem arise, we would urge your representative to contact our Senior Management and/or Principals for immediate resolution.

You can be assured that if selected for this contract, UES will provide The City with exceptional service.

The preceding process outlines the proposed approach to comply with the scope of services contained in this RFP. UES will maintain quality services to The City through stringent permitting and inspection methodologies and effective customer service programs.

RESOURCES

UES' professional engineering consultants consist of state-licensed inspectors, plan examiners, engineers and architects, and certified building officials. Our Building Inspection Department (BID) staff of licensed professionals and certified inspectors can quickly become an extension of your team by seamlessly integrating themselves into your workflow.

They may be counted on to increase the manageability of the permitting and construction process and to handle the complexities of code compliance.

In this era of evolving state-wide Florida Building Code, it is critical to have inspectors and plan reviewers knowledgeable about the latest regulatory statutes.

We also understand that rapid turnaround time on plan review and inspections can represent significant savings to developers, owners, and contractors and it is our duty to identify and apply value engineering opportunities whenever possible.

Our team's in-depth experience and ability to respond to a project's needs by extending our staff and resources results in a much more fiscally-lean and efficient task.

- Professional engineers and architects
- Building code administrators
- General contractors
- Fire safety inspectors
- Licensed plans examiners and inspectors

A. UES' QUALIFICATIONS IN PROVIDING SIMILAR SERVICES

INSPECTION SERVICES

We understand that we will be providing Inspections Services for the City as part of an annual contract. Many of our building department staff are licensed through the state of Florida as inspectors; some hold several additional certifications, such as those for fire, electrical, or building code administration.

INSPECTION CREDENTIALS:

- Master Code Professional (International Code Council)
- Certified Building Official (International Code Council)
- Certified Building Official (Council of American Building Officials)
- Code Enforcement and Administration Professional (Southern Building Code Congress International)

UES IS CAPABLE OF PROVIDING THE FOLLOWING BUILDING CODE SERVICES:

- Private Provider Inspection and Plan Review Services
- Quality Assurance Services
- Punchlist Origination Services
- Threshold/Balcony Inspection Services
- Sound Measurements
- Due Diligence/ Property Condition Assessment Services
- Window Testing
- Blower Door Testing
- Stucco Evaluations
- Photometric Studies
- Green Building Evaluation

INSPECTORS (STRUCTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING)

UES' highly trained and certified inspectors have provided construction inspection services for many complex, high-profile projects. All our inspectors are well-respected in their field of expertise and are required to maintain their license with the state of Florida per Florida Statute 468 XII.

Once a UES inspector is approved by the City and given an assignment, he will report for work and will be available to perform inspection service duties during regular business hours or as otherwise needed.

UES' approved personnel will report to the City Building Official or their designee and shall not be changed without the prior written consent of the City.

Upon inspection assignments, UES Inspectors will provide residential and commercial inspections for compliance with the Florida Building Code, State Statutes, and local codes and ordinances.

Inspection services will include residential and commercial environments within the City. They will provide written comments if found not in compliance with applicable codes and regulations.

UES' Inspectors will provide written inspection reports using the City inspection forms and log daily inspection results and hours worked in the City's permitting tracking system. All deficiencies identified shall include proper code citations as required by Florida Statutes. UES' certified staff will contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.

UES inspectors are all equipped with late-model vehicles (including a mobile computing solution with the latest upgrades in hardware and software). This setup provides staff with enhanced communication abilities. The mobile system allows the inspector to provide accurate time inspection results and other documents in the field. In addition, every employee has a smartphone. The cell phone numbers are shared with our municipal partners and our customers as well.

UES inspectors understand the importance of keeping clear and concise documentation of all inspections. They write correction notices, hold office hours, answer phone calls, and respond to inquiries from the field as needed by the jurisdiction. Our staff will provide the same level of service as if they were members of your own jurisdiction's staff.

INSPECTIONS AND RECORD KEEPING

UES' Inspection staff, upon notification from the permit holder or representing agent, shall make or cause to make, the inspections required by the Florida Building Code; and shall either approve that portion of the work completed, or shall notify the permit holder or representing agent, wherein the same fails to comply by providing a written notice of the violation of the code, and/or corrections ordered. UES will be responsible for producing and signing a fully completed inspection report form indicating whether the inspection passed or failed. UES will post this form at the project site.

UES will turn over a complete set of all assigned and completed inspections along with the certificate of occupancy once approved by the building official. UES will also maintain a copy of all project documents for seven years after project close out.

MUNICIPAL SUPPORT

UES provides hundreds of municipalities throughout the United States with cost-effective and timely solutions for their professional engineering needs. As a well-established and rapidly growing firm, we deliver comprehensive and integrated services, extensive technical expertise, and a commitment to completing projects on time and within budget. UES' dedicated engineers, geologists, laboratory specialists, surveyors, drillers, project managers, safety professionals, and administrative staff are well-acquainted with the unique needs of municipalities and are eager to offer unparalleled service.

B. LISTING OF SIMILAR WORK

For this contract, UES has assembled a team of multi-disciplined inspectors, and engineers who offer decades of inspections and building department administration experience. Their collective expertise includes a thorough, complete understanding of Florida's Building Code and other federal, state, and local laws, rules, regulations, directives, codes and ordinances.

Our building officials, plans reviewers and inspectors, and building code specialists have many years of first-hand experience performing these services for local municipal building departments. Many have witnessed and managed the privatization of their former municipal departments and have recognized the benefits.

Our clients rely on UES to provide continuous, uninterrupted services regardless of vacations, illnesses, increases in workloads, or special projects Due to our large staff pool, UES is able to provide service utilizing in-house permanent staff. UES does not need to utilize subcontractors.

We have performed inspections - and related scopes - for municipalities throughout South Florida, including those noted below:

Client/Project	Scope/Description	Term of Agreement
Martin County, Florida	Municipal support continuing contract: plans review and building inspections	Ongoing (2019-present; piggyback from Town of Jupiter)
Indian River County, Florida	Municipal support continuing contract: plans review and building inspections	Ongoing (2019-present)
Town of Jupiter, Florida	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	Ongoing (July 2019-present)
Cardinal Ocean Development, LLC (Cristelle Cay Condos)	Plan review, private provider inspections, threshold inspections for 9-unit and 12-unit four-story condominium overseeing the beach on A1A near the north causeway bridge.	Ongoing (May 2021 - present)
Blue McNeil Two, LLC (Blue Sky Landing - Fort Pierce)	Plan review, private provider inspections, threshold inspections for 4 four-story residential buildings and clubhouse, mail kiosks, and dumpster enclosures near McNeal Road	July 2021-present
Prime Rock (Renaissance Building - Fort Pierce)	Plan review, private provider inspections for former mall property (including tenant buildouts) which saw significant flooding due to area hurricanes. GFA dba UES is currently working with tenants who intend to occupy renovated spaces.	Ongoing (February 2023-present)
Lennar Homes (Bent Creek: Phases 1 and 2)	Plan review, private provider inspections for community of over 100 single-family homes. GFA dba UES is currently aiding the release of the first 30+ homes (part of phase 2).	Ongoing (August 2022-present)
LGI Homes (Celebration Pointe)	Plan review, private provider inspections for community with over 70 single- and multi-family homes. GFA dba UES is currently assisting the client with the next phase.	Ongoing (2020-present)

C. REQUIRED LICENSES TO PERFORM SERVICES

FIRM LICENSE

Licensee Details

Licensee Information	
Name:	**GFA INTERNATIONAL, INC. (Primary Name)** **UNIVERSAL ENGINEERING SCIENCES (DBA Name)**
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information	
License Type:	**Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

CORPORATE CERTIFICATE OF STATUS

State of Florida
Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 20, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2023

Secretary of State

Tracking Number: 7855421186CC

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

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

SUNBIZ

Sunbiz.org Division of Corporations
an official State of Florida website

Previous on List . Next on List . Return to List

Fictitious Name Search

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No Filing History

Fictitious Name Detail

Fictitious Name

UNIVERSAL ENGINEERING SCIENCES

Filing Information

Registration Number	G20000159003
Status	ACTIVE
Filed Date	12/15/2020
Expiration Date	12/31/2025
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

1215 WALLACE DRIVE
DELRAY, FL 33444

Owner Information

GFA INTERNATIONAL, INC.
1215 WALLACE DRIVE
DELRAY, FL 33444
FEI/EIN Number: 65-0874962
Document Number: P98000089761

Document Images

12/15/2020 -- Fictitious Name Filing View image in PDF format

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Fictitious Name Search

Submit

No Filing History

Florida Department of State, Division of Corporations

D. PERSONNEL LICENSES

Thomas Montano, PE - Branch Manager

Licensee Information

Name:	MONTANO, THOMAS DOMINIC (Primary Name)
Main Address:	6087 DIMOND STREET JUPITER Florida 33458
County:	PALM BEACH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	84146
Status:	Current,Active
Licensure Date:	12/16/2017
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	08/01/2016

Matthew R. Chaney, BN

LICENSEE DETAILS 4:26:16 PM 5/30/2023

Licensee Information

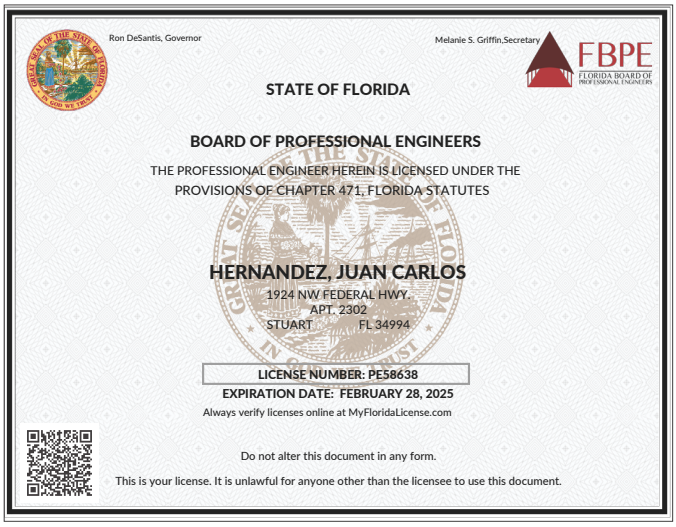
Name:	CHANEY, MATTHEW RICHMOND (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

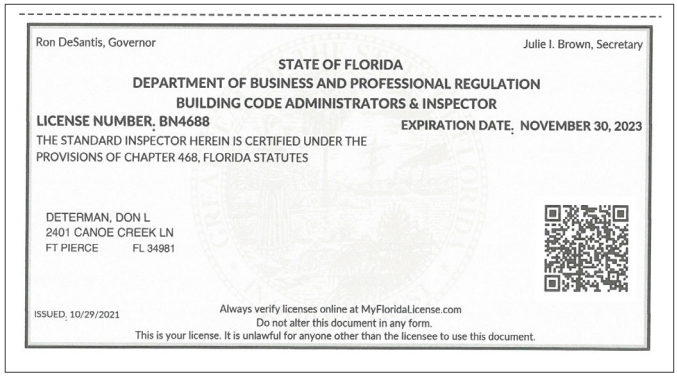
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7342
Status:	Current,Active
Licensure Date:	02/22/2018
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	02/22/2018

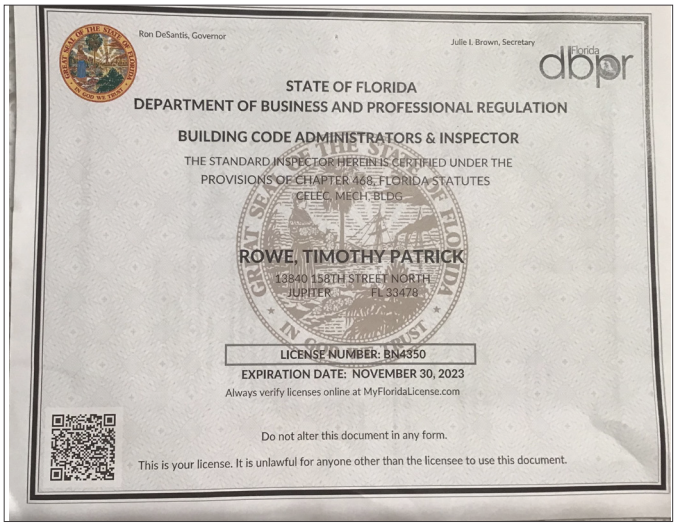
Juan Hernandez, PE



Don Determan, BN



Timothy Rowe, BN



SECTION 5:

REFERENCES

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2023-038
ANNUAL CONTRACT FOR INSPECTION SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name: Town of Jupiter
Contact: Roger Held - Building Official
Address: 210 Military Trail
Jupiter, FL 33458
Telephone: 561-741-2669
Email: rogerh@jupiter.fl.us
Name: Indian River County - Building Div.
Contact: Scott McAdam - Building Official
Address: 1801 27th Street, Bldg A
Vero Beach, FL 32960
Telephone: 772-226-1268
Email: smcadam@ircgov.com

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2023-038
ANNUAL CONTRACT FOR INSPECTION SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name:	Martin County - Building Department
Contact:	Andrew Bruhn - Assistant Building Official
Address:	2401 Southeast Monterey Road
	Stuart, FL 34996
Telephone:	772-320-3070
Email:	abruhn@martin.fl.us
Name:	
Contact:	
Address:	
Telephone:	
Email:	

SECTION 6:

COST PROPOSAL

PROPOSAL PRICING FORM
RFP NO. 2023-038 ~ ANNUAL CONTRACT FOR INSPECTION SERVICES

The following proposal(s) is submitted on behalf of: GFA International, Inc. dba Universal Engineering Sciences for the requested services, in accordance with the agreements and specifications contained in RFP No. 2023-038.

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

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

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform Inspection services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. FULL TIME INSPECTOR	**BLDG, M,E, or P**	**$95 per hour**
		1 + 2 Family	**$95 per hour**
		Multi	**$95 per hour**
2	• Perform Inspection services • Perform inspection services in excess Of 40 hours per week. • FULL TIME INSPECTOR OVERTIME	**BLDG, M,E, or P 1 + 2 Family**	**$95 per hour**
		Multi	**$95 per hour**
			$ per hour
3	• Perform Inspection services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • PART TIME INSPECTOR	**BLDG, M,E, or P**	**$95 per hour**
		1 + 2 Family	**$95 per hour**
		Multi	**$95 per hour** **$95 per hour**
4	• Perform Inspection services. • Per Inspector on an as needed basis • AS NEEDED INSPECTOR	**BLDG, M,E, or P 1 + 2 Family**	**$95 per hour**
		Multi	**$95 per hour**

SECTION 7:

ADDITIONAL DATA

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REVISED** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	**RFP No: 2023-038**
Pre-Proposal Conference Date: **10:00AM, MONDAY, MAY 22, 2023**	**RFP Title: ANNUAL CONTRACT FOR INSPECTION SERVICES**
Pre-Proposal Location: **CITY HALL, 1ST FLOOR CONFERENCE ROOM 100 N. US HIGHWAY 1, FORT PIERCE, FL**	**RFP Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:00 PM, TUESDAY, JUNE 6, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: GFA International, Inc. dba Universal Engineering Sciences **Mailing Address:** 607 NW Commodity Cove	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X_____ **Authorized Signature (Manual)**
City, State, Zip Code: Port St. Lucie, FL 34986	**Typed or Printed Name:** Thomas Montano, PE
Type of Entity (Select one): **Corporation** X **Partnership** ____ **Proprietorship** ____	**Title:** Branch Manager
Incorporated in the State of: FL **Year:** 1988	**Delivery in _____days, ARO**
Phone Number: (772) 924-3575	**Payment Terms: Net 30 Days**
Fax Number: (772) 924-3580	**FEIN or SS Number:** 65-0874962
E-Mail Address: tmontano@teamues.com	**Local Business:** X Y ___N **MWBE:** ___Y X N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance as stated in proposal documents.	X	
Did you include a list of all materials and equipment to be used in providing the service?	X	
Is Drug-Free Workplace form signed and enclosed?	X	
Proposal envelope is marked accordingly.		X
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals? **Please note: response is being electronically submitted. Disregard, if you are going to utilize the electronic submission option.		X*
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL _____

Thomas Montano, PE - Branch Manager

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that GFA International, Inc. dba Universal Engineering Sciences does:

(Name of Business)

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

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

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

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

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

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

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

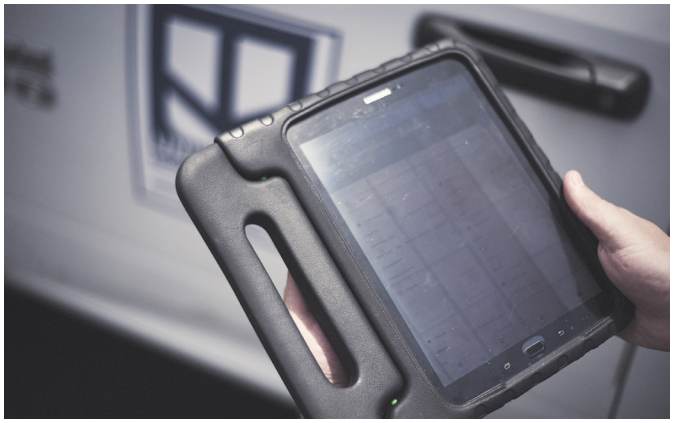
Proposer's Signature

May 30, 2023

Date

C. MATERIALS AND EQUIPMENT TO BE USED IN PROVISION OF SERVICES

TECHNOLOGY AND EQUIPMENT CAPABILITIES



UES' Building Inspections Department utilizes Inspector Gadget software, which has moved the department into the 21st century. Prior, UES personnel produced paper reports at each establishment and mailed them to clientele. The department has now streamlined its processes, providing inspectors with iPads equipped with the Gadget inspections application. This software allows our inspectors to upload their schedules automatically and adjust them in real time (adding inspections and recording cancellations). The Gadget program also features maps and directions to each location. It connects to the iPad camera, enabling inspectors to add onsite photos to any report.

The Gadget program also allows staff to add RFI documentation or shoring letters to their reports. Although inspection teams provide handwritten reports onsite (as an extra level of organization for the contractor), they can submit them to the office immediately. The instant upload feature reduces the need for reporting typed by administrative staff and speeds up report turnaround times.

Soon, the Gadget program will also allow contractors access through a dedicated portal. There, they may schedule whatever services are needed anytime, eliminating the need for emails or phone calls. The Gadget program is just one feature of the technological revolution in architecture, engineering, and construction. UES is proud to join the many firms transitioning to 21st-century technology, with Gadget as a catalyst to streamline the flow of information for our inspection staff.

COMMUNICATION

As noted, our inspectors are all equipped with late-model vehicles equipped with a mobile computing solution with the latest upgrades in hardware and software. This setup provides staff with enhanced communication abilities. The mobile system allows the inspector to provide accurate time inspection results and other documents in the field. In addition, every employee has a smartphone. The cell phone numbers are shared with our municipal partners and our customers as well.

SUSTAINABILITY INITIATIVE

UES expresses our commitment to corporate social responsibility by encouraging and implementing sustainable practices, decisions, and recommendations among our employees and daily operations. Our sustainable practices incorporate programs to conserve natural resources and reduce environmental impact, while increasing employee awareness. These actions are rooted in our belief that sound environmental stewardship benefits our communities, employees, clients, and company.

THE FLEET

UES prides itself on providing the most timely, economical services possible to our clients.

Our ability to mobilize to a project and quickly deliver an accurate and comprehensive report is unmatched in the industry.

SERVICE VEHICLES AND CARBON FOOTPRINT

Representing the largest carbon footprint across the company, UES has made a priority of reducing the environmental impact of our fleet of vehicles.

Through a series of combined measures, we have reduced fleet gasoline consumption and greenhouse gas emissions.

The following practices reduce our fleet's environmental impact:

- GPS technology in more than half of our service vehicles, which allows us to monitor and reduce miles driven
- nn overall program of regular vehicle maintenance and replacement, vehicle-mix modification, and continual fleet updating to stay current on safety and performance features
- "right-sizing" vehicles to actual need to help ensure a better blend of smaller, more efficient vehicles. For example, UES now uses more fuel-efficient vehicles rather than larger trucks.

D. EVIDENCE OF INSURANCE

Please see evidence of insurance included herein; if awarded, GFA dba UES will provide a COI compliant with requirements and listing City of Fort Pierce as certificate holder/additional insured.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2023

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

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

PRODUCER	CONTACT NAME: Carly Samuel
Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	PHONE (A/C, No, Ext): 7706705324 FAX (A/C, No): 770.670.5324 E-MAIL ADDRESS: uescerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Endurance American Specialty Ins Co	41718
INSURER C : Evanston Insurance Company	35378
INSURER D : Landmark American Insurance Company	33138
INSURER E : StarStone Specialty Insurance Company	44776
INSURER F :	

INSURED: Universal Engineering Sciences, LLC, 4205 Vineland Road, Orlando, FL 32811 — UNIVENG

COVERAGES **CERTIFICATE NUMBER:** 1975432360 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZAGLB9255700	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
							Employee Benefits	$ 1,000,000
A B	AUTOMOBILE LIABILITY			ZACAT9289700 EXT30030240900	5/1/2023 1/1/2023	5/1/2024 5/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Excess Auto	$ 2,000,000
C D	X UMBRELLA LIAB X OCCUR			MKLV2EUE101545 LHA100521	1/1/2023 1/1/2023	5/1/2024 5/1/2024	EACH OCCURRENCE	$ 7,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 7,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		ZAWCI9995400	5/1/2023	5/1/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E C	Excess GL Professional Liab incl. Pollution Liab			77102C232ALI MKLV7PL0005710	1/1/2023 2/1/2023	5/1/2024 5/1/2024	Per Occ./Aggregate Per Claim Aggregate	4,000,000 1,000,000 1,000,000

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

CERTIFICATE HOLDER

Sample

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Policy Number
ZAGLB9255700

SCHEDULE OF NAMED INSURED(S)

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 01-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

FAIC-SKLBUS-CPD (cont.)

THE NAMED INSURED ON FORM FAIC-SKLBUS-CPD IS AMENDED TO READ:

OBSIDIAN GROUP HOLDINGS, LLC
UNIVERSAL ENGINEERING SCIENCES HOLDINGS, INC.
UNIVERSAL ENGINEERING SCIENCES MIDCO, INC.
OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
ARIES CONSULTANTS, LLC
MCGINLEY & ASSOCIATES, INC.
GEOTEK ENGINEERING COMPANY, INC.
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES
UNIVERSAL ENGINEERING INSPECTIONS, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - NORTHERN NEVADA LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - SO CAL (A CALIFORNIA CORPORATION)
CONTOUR ENGINEERING, LLC
IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC.
DBA WALLACE-KUHL & ASSOCIATES
QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.

FAIC-SKLBUS-SNI (6/01)

Policy Number
ZAGLB9255700

SCHEDULE OF NAMED INSURED(S)

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 01-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

FAIC-SKLBUS-CPD (cont.)

THE NAMED INSURED ON FORM FAIC-SKLBUS-CPD IS AMENDED TO READ:

QC SOUTHWEST, INC.
SUMMIT ENGINEERING, LABORATORY
& TESTING, INC.
F/K/A SUMMIT ENGINEERING,
LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC
GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
ALPHA TESTING, LLC
AUSTIN ATI HOLDINGS INC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
ROCK ENGINEERING AND TESTING
LABORATORY, LLC
DAN BROWN AND ASSOCIATES, PC

FAIC-SKLBUS-SNI (6/01)

Policy Number

ZAWCI9995400

SCHEDULE OF NAMED INSURED(S)

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 01-01-2023
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

WC 00 00 01 A (cont.)

THE NAMED INSURED ON FORM WC 00 00 01 A IS AMENDED TO READ:

OBSIDIAN GROUP HOLDINGS, LLC
OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
ARIES CONSULTANTS, LLC
MCGINLEY & ASSOCIATES, INC.
GEOTEK ENGINEERING COMPANY, INC.
GFA INTERNATIONAL, INC.
DBA UNIVERSAL ENGINEERING SCIENCES
UNIVERSAL ENGINEERING INSPECTIONS, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - NORTHERN NEVADA LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - SO CAL (A CALIFORNIA CORPORATION)
CONTOUR ENGINEERING, LLC
IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC.
DBA WALLACE-KUHL & ASSOCIATES
QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.
QC SOUTHWEST, INC.
SUMMIT ENGINEERING, LABORATORY & TESTING, INC.

WC 89 06 01
(Ed. 1-98)

Policy Number

ZAWCI9995400

SCHEDULE OF NAMED INSURED(S)

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 01-01-2023
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

WC 00 00 01 A (cont.)

THE NAMED INSURED ON FORM WC 00 00 01 A IS AMENDED TO READ:

F/K/A SUMMIT ENGINEERING,
LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC

GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
ROCK ENGINEERING AND TESTING
LABORATORY, LLC
DAN BROWN AND ASSOCIATES, PC

WC 89 06 01
(Ed. 1-98)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person(s) or Organization(s):
BY WRITTEN CONTRACT OR AGREEMENT

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9289700

Named Insured: OBSIDIAN GROUP HOLDINGS, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2023

ZACAT9289700

05/01/2023

05/01/2024

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: ZACAT9289700

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: OBSIDIAN GROUP HOLDINGS, LLC

Endorsement Effective Date: 01/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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POLICY NUMBER: ZAGLB9255700

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT, PRIOR TO KNOWN LOSS.	ALL PROJECTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2018

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: ZAGLB9255700

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, PRIOR TO KNOWN LOSS.	ALL PROJECTS
PERFORMANCE OF OPERATIONS AT ANY LOCATION ON BEHALF OF SUCH PERSON(S) OR ORGANIZATION(S), PRIOR TO LOSS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2018

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: ZAGLB9255700

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: ZAGLB9255700

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2023 Policy No. ZAWCI9995400 Endorsement No.
InsuredOBSIDIAN GROUP HOLDINGS, LLC Premium

Insurance Company ARCH INSURANCE CO Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06 (Ed. 04-84)**

POLICY NUMBER: ZAWCI9995400

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.	ALL JOBS UNDER CONTRACT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-23 Policy No. ZAWCI9995400 Endorsement No.

Insured OBSIDIAN GROUP HOLDINGS, LLC Premium $ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

DATE OF ISSUE:

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E. MINORITY PARTICIPATION AND OUTREACH

Universal Engineering Sciences is not a Minority Business Enterprise or DBE/SBE/MBE company However, we recognize the importance of minority and local business participation in procurement and completion of projects for the City of Fort Pierce. We strive to include these types of businesses on all projects whenever applicable.

DIVERSITY IN STAFF

As more and more people of different ethnic backgrounds, cultures, religions, ages, physical and mental abilities join the workforce, companies must find ways to incorporate these diverse groups into their organizations. UES is no exception as we recognize that diversity is vital to our success.

The diversity among UES' employees enriches our company with creativity, ideas, different abilities, experiences, and personalities—all contributing to our culture. UES' commitment to developing employee diversity also allows the business to function competitively with our customers, suppliers, and subcontractors.

Solicitation

UES recognizes the importance, intention, and value of small business programs. Having performed engineering services for over six decades throughout Florida, we are aware of municipalities' goals to include minority firms in procurement. When possible, we proactively seek M/WBEs (Minority and Women Business Enterprises), DBEs (Disadvantaged Business Enterprises), and VBEs with the intent to incorporate them into our projects to further support diversity in business and contribute to our community and local economy.

Past Utilization

UES has 19 offices throughout Florida, each staffed with professionals familiar with the regulations, codes, and business landscapes specific to their regions. Our familiarity includes knowledge of established minority firms with whom we can contract.

We access other resources such as:

- the State of Florida Office of Supplier Diversity
- (OSD)
- local professional services and trade organizations such as AIA, ASCE, etc

These resources assist us with identifying certifiable firms and to assess their ability to be pre-qualified and perform work in their area of expertise.

When utilizing diverse subconsultants, we ensure compliance with project/contract requirements in subcontracting by engaging the following measures:

- obtaining and analyzing proposed MWBE, DBE, and veteran participation during procurement
- verifying MWBE, DBE, and veteran certifications
- performing pre-award bid analysis and post-award compliance reviews
- conducting on-site/field monitoring on projects where there is MWBE, DBE, and veteran participation to determine any concerns and to ensure the MWBE, DBE, and veteran businesses listed are actually working and providing the specified service
- monitoring MWBE, DBE, and veteran business utilization on each project where a goal has been established
- resolve any concerns client(s) may have regarding MWBE, LDB and veteran business matters on a contract

Diversity is a concept UES fully embraces, supports, and encourages. We will strive to not only meet any small business requirements defined by our clients, but will seek to surpass them.

F. TEAM RESUMES

Tom Montano, PE

Branch Manager

Tom has over 13 years of experience in the construction industry. As UES' Port St. Lucie Branch Manager, Tom is responsible for overseeing his staff and all the work that is performed from the branch office. He is involved in all aspects of the business, including client relations, project management, scheduling, and training. Tom's project management experience includes educational facilities, industrial facilities, port, aviation, commercial facilities, multi-story condominiums, and infrastructure projects.

Education

BS, Civil Engineering, Rensselear Polytechnic Institute

Years of Experience

13

Licenses

- Professional Engineer - FL #84146

PROJECT EXPERIENCE

Continuing Contract - Town of Jupiter

Jupiter, FL

GFA dba UES is providing professional building inspections, plan review services and permit technicians for all town-wide construction projects. Tom serves as Branch Manager.

Continuing Contract - Martin County, Florida

Martin County, FL

GFA dba UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Tom serves as Branch Manager.

Continuing Contract - Indian River County, Florida

Indian River County, FL

GFA dba UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Tom serves as Branch Manager.

Bent Creek Inspections/Plan Reviews

Fort Pierce, FL

Tom serves as Branch Manager during GFA dba UES' services at the Bent Creek single-family home community in Fort Pierce. GFA dba UES is conducting plans reviews and private provider inspections on behalf of Lennar Homes; the community includes over 100 units. The team is currently aiding the release of the first 30+ homes (part of phase 2).

Celebration Pointe Inspections/Plan Reviews

Fort Pierce, FL

Tom serves as Branch Manager during GFA dba UES' services at the Celebration Pointe community in Fort Pierce. GFA dba UES is conducting plans reviews and private provider inspections on behalf of LGI Homes; the development includes 70 single- and multi-family homes. GFA dba UES is currently assisting the client with the next phase.

Mint Car Wash

West Palm Beach, FL

Tom serves as Branch Manager during this active contract. As consultant to Mint Eco Car Wash, GFA dba UES is conducting private provider inspections for the property located at 1890 Palm Beach Lakes Boulevard.

Matthew R. Chaney, BN

Inspections Department Manager

Mr. Chaney is a licensed Standard Inspector with five years of experience. He currently manages the Building Inspections Department for UES' Port St. Lucie location. In this capacity, he oversees inspection teams and all inspections performed by the branch. In addition to his expertise in Building Inspections, Matthew is knowledgeable in geotechnical and structural engineering.

Education

BS, Civil Engineering, Florida Atlantic University

Years of Experience

8

Licenses

- Standard Inspector - FL #BN 7342

PROJECT EXPERIENCE

FPL Corporate Office

Palm Beach Gardens, FL

A six story, 270,000 square foot office building with Monitoring w a three story parking garage on a 38 acre site. Our scope of services included Threshold Inspections and Construction Material Testing.

5000 N. Ocean

North Palm Beach, FL

As an Inspector for the construction of a 20-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Alta Delray

Delray Beach, FL

As an Inspector for the new construction of seven four-story apartment buildings, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, wood frame, precast concrete, and all other interior nonstructural inspections.

The Waterclub

North Palm Beach, FL

As an Inspector for the new construction of two, 23-story condominiums, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Watercrest

Parkland, FL

As an Inspector the new construction of 458 one- and two-story single family homes, Matthew was responsible for performing special inspections including reinforcement of slab on grade, unit masonry, roof and wall sheathing, and truss engineering.

PGCC

Parkland, FL

As an Inspector for the new construction of 386 one- and two-story single family homes, Matthew was responsible for performing special inspections including reinforcement of slab on grade, unit masonry, roof and wall sheathing, and truss engineering.

3550 S. Ocean

South Palm Beach, FL

As an Inspector for the new construction a five-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Juan C. Hernandez, PE

Mechanical Inspector

Mr. Hernandez is a State of Florida registered professional engineer who specializes in Mechanical Engineering. Juan has over 25 years of experience in mechanical engineering, and serves in the code compliance division of UES' Port St. Lucie location. He performs mechanical inspections for residential and commercial buildings to ensure compliance with applicable codes.

Years of Experience

30

Licenses

- Professional Engineer - FL #52659

PROJECT EXPERIENCE

Town of Jupiter - Plan Review, Inspections, and Permit Technicians (Continuing Contract)

Jupiter, FL

Under GFA/UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all town construction projects, Mr. Hernandez provides mechanical inspections on various residential and commercial structures on an as-needed basis.

City of Fort Pierce - Plan Review and Inspections (Continuing Contract)

Fort Pierce, FL

Mr. Hernandez serves as Mechanical Inspector for GFA/UES' continuing contract with the city to provide professional building inspections, plan review services and Permit Technicians for all citywide construction projects. He provides mechanical inspections on various residential and commercial structures on an as-needed basis.

Village of Indiantown Building Code Administration (Continuing Contract)

Village of Indiantown, FL

GFA/UES has a continuing contract with the Village of Indiantown to provide complete Building Code Administration services. Specific services include Building Official, permitting and plan review, and building code inspections for all construction projects within the Village. Mr. Hernandez provides mechanical inspections on various residential and commercial structures as needed.

Donald Determan, BN, PX

Building Inspector/ Plans Examiner

Mr. Determan is a licensed inspector across multiple disciplines. He has 37 years of experience in building inspections and plans review, and a comprehensive understanding of the latest technical building codes. He has ample experience performing field inspections on multiple high-rise threshold buildings, as well as various municipal and special inspection projects.

Years of Experience

37

Licenses

- 1 & 2 Family Dwelling - #BN4688
- Building Inspector - #BN4688
- Building Plans Examiner - #PX2466
- Plumbing Inspector - #BN4688
- Standard Inspector - #BN4688
- Standard Plans Examiner - #PX2466

PROJECT EXPERIENCE

Town of Jupiter, BLD001-2013 / DG Plan Review, Inspection Services, and Permit Technicians

Jupiter, FL

Mr. Determan provided the Town of Jupiter with plans review, inspection services, and permitting services on an as-needed basis.

City of Sebastian, Plans Review and Inspections

Sebastian, FL

Mr. Determan provided the Town of Sebastian with plans review and inspection services on an as-needed basis.

Clarity Point

Stuart, FL

Mr. Determan provided special inspection services for pre-cast concrete, engineered unit masonry connections, metal systems building, truss erections, weld inspections, and bolt inspections for the new construction of an approx. 55,000-SF, one-story care facility.

Azure Condominiums

Palm Beach Gardens, FL

Mr. Determan provided threshold inspection services for reinforcing steel placements, shoring and re-shoring inspection verification, concrete and grout placement monitoring, pre- and post-fill cell grouting, structural steel, welds, connections, and exterior window and door attachments for the new construction of two five-story residential structures totaling approx. 575,000 SF.

St. Lucie County Tax Collector's Office

Tradition, FL

Mr. Determan performed special inspections on engineered unit masonry, connections, weld inspections, bolt inspections, and curtain walls for the new construction of a one-story, 22,000-SF building to house the new tax collector's office.

Timothy Rowe, BN

Standard Inspector

Timothy Rowe serves UES' Port St. Lucie location. A licensed Standard Inspector, he has 40 years of experience in general contracting, as well as electrical and mechanical disciplines. Timothy is adept in professional handling of the complexities related to code compliance, with areas of expertise including quality assurance, building inspection, mechanical inspection, project management, and plans examination.

Years of Experience

40

Licenses

- Standard Inspector - FL #BN4350

EMPLOYMENT HISTORY/PROJECT EXPERIENCE

Standard Inspector - GFA International, Inc., dba Universal Engineering Sciences (2022-present)

Port St. Lucie, FL

Timothy serves GFA dba UES as a Standard Inspector based in the Port St. Lucie office. He performs building inspections as needed to ensure compliance with the codes and regulations for various municipal contracts.

Town of Jupiter

Jupiter, FL

Timothy was the Building Inspector for the Town of Jupiter. His responsibilities included building inspections to ensure compliance with the Town's codes and regulations.

G. AVAILABILITY TO MEET TIME AND AND BUDGET REQUIREMENTS

The project team presented in this proposal, including our field personnel, are committed to being available to serve the City of Fort Pierce whenever called upon. This City of Fort Pierce contract will be assigned a high priority. Our team will function as an extension of the organization. We will safely complete every assignment with outstanding performance while maintaining our budget and high-quality standards to earn your trust.

UES will treat the City of Fort Pierce as a most-favored customer. We will prioritize ourselves managerially and fiscally for your staff and this project.

Based on our current and projected workload, we have the manpower and equipment to increase our current workload volume by fifteen percent. Due to the nature of our inspection services, many of our projects vary in duration, typically ranging from two to four weeks. We have allocated additional field personnel and office support staff to ensure all of our assignments are completed promptly. We pride ourselves in completing assignments safely, within budget, and on time with the appropriate resources.

We can immediately staff projects full-time and have personnel available for "will call" or intermittent assignments. UES further asserts that personnel assigned to this project will come from existing resources and that only experienced and well-qualified personnel will be assigned to perform our services.

The assigned staff will be available to begin the specified projects and continue the work on an as-needed basis.

The dedication of the personnel necessary to staff and complete the various tasks on this project will not overload our current technical and management staff capacity.

SCHEDULE DEVELOPMENT

Reasonable schedules will be developed using standard scheduling techniques including a project network with critical path layouts, and milestone planning during development of the project schedules. During performance of the project, we will make real-time comparisons against the planned project schedule to monitor the progress of the project. Variances between the planned versus actual schedule will be closely monitored and investigated to determine if any issues are being encountered.

If issues are encountered, corrective actions will be initiated. When these project cost and/or schedule issues are identified, the contract manager will characterize the extent of the issue and devise contingency plans as appropriate, such as:

- Direct the allocation of additional resources as necessary to accomplish the work in a timely, cost-effective fashion
- Analyze the schedule logic for a change in sequence of work elements to maintain milestone dates (i.e., expedite up-coming task schedules)
- Establish new dates for task completions/ milestones after consultation and approval

These corrective actions will enable UES to meet established performance goals. UES' network of offices located throughout Florida allow for rapid mobilization to project locations, minimizing travel time. All management and field personnel also have smartphones, allowing for frequent updates during critical work phases. Additionally, our staff have access to laptop computers, enabling implementation of last minute changes to the workscope as necessary.

Our staff strives to develop and drive realistic project schedules for every task we receive.

As thorough as this process is, UES never forgets that many of our clients require expedited services due to tight schedules. Whether it is speed-to-market demands or site viability, UES will waste no time in providing the professional services necessary for the City of Fort Pierce to make decisions based on our results.

Understanding the City's Needs

With UES' dedicated inspections staff, the City of Fort Pierce may expect deliverables and reports provided as scheduled.

Additionally, UES is familiar with - and well versed in - providing expedited service to meet time constraints for various situations, such as life safety code upgrades and scheduling/prioritizing of maintenance. We will accommodate the City's scheduling needs, and complete the inspections described in the Scope of Services as the City requires.

teamues.com

CITY OF FORT PIERCE

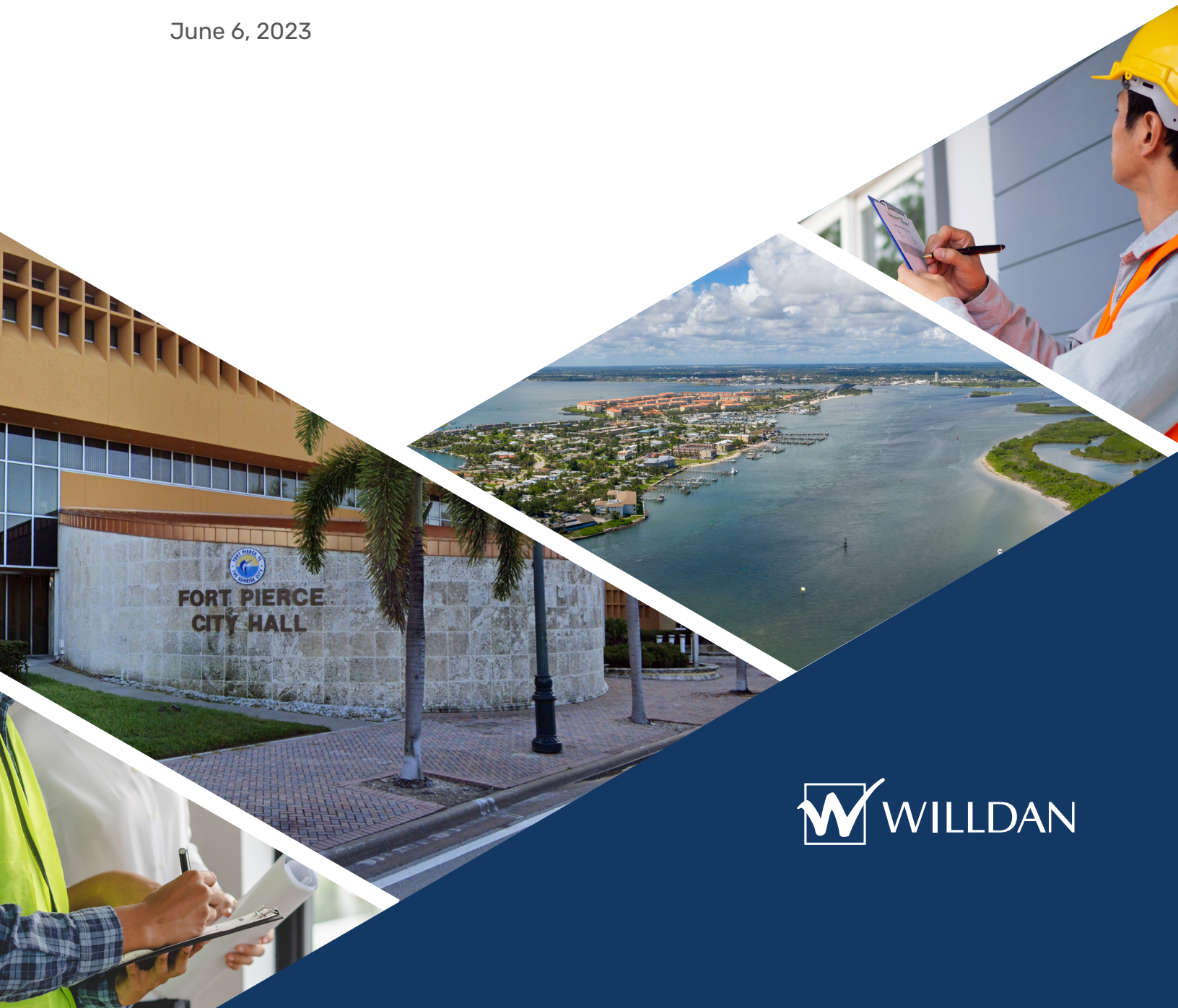
FLORIDA

Proposal

Annual Contract for Inspection Services

RFP No. 2023-038

June 6, 2023



WILLDAN

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A. Rules for Proposals

The proposer must name all persons or entities interested in the proposal as principals: *Patrick Johnson, PE, Willdan Director of Building & Safety*. Willdan declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. Proposal Format - Section 1: Transmittal Letter

June 6, 2023

Mr. Paul Thomas, Building Official
City of Fort Pierce – Building Department
100 North U.S. Hwy. 1
Fort Pierce, Florida 34954

Subject: Proposal in response to RFP No: 2023-038 – Annual Contract for Inspection Services

Dear Mr. Thomas and Evaluation Committee Members:

Willdan Engineering (Willdan) appreciates the opportunity to present our firm and team qualifications to provide Annual Contract Inspection Services for the **City of Fort Pierce, FL (City)** pursuant to the Request for Proposal (RFP) identified above. We understand that the City is seeking a consultant to provide residential and commercial building inspection services to augment the City's responsibility for enforcement of the Florida Building Code and applicable related regulations, laws, and rules on building projects within the City of Fort Pierce.

As a consistent industry leader for 59 years, providing all aspects of municipal and infrastructure engineering, including building and safety, public works, public financing, planning, and construction management services, Willdan has the knowledge, experience, and team expertise to effectively assist the City.

The Willdan Advantage

Willdan is a Building and Safety leader throughout the United States. Willdan has provided building inspection, plan check, and code enforcement services to over 450 cities and counties, many for more than 25 years. Willdan has provided plan check and inspection services for a myriad of residential and commercial buildings throughout the United States. Our approach to each assignment is to furnish the client with technical assistance and strong project management in a professional, efficient, and economical manner.

We're based in Orlando with a team of FL-licensed inspectors and plan examiners with local B&S experience. Mark David Vasquez, CBO, CBCO, CFM (FL BU2069) is a Florida-based plan reviewer, inspector, and building official with 33 years' relevant experience; Steve Raney, CBO, (FL BU2210) is a Florida-based plan reviewer, inspector, and building official with 15 years' relevant experience; Steve Kulchawick (FL BN6834) is a Florida-based building inspector with 8 years' relevant experience; William Mandt (Florida application in progress) is a Florida-based building inspector with 5 years' relevant experience.

Willdan has 16 years of successful performance and long-term working relationships in Florida. Willdan is local – since 2007, our Financial Services Division has successfully completed 161 contracts in 103 Florida cities. Our building and safety division currently has contracts for the following: permit and inspection services to the City of Clermont, City of Winter Garden, Pinellas County, Sarasota County, and Osceola County; full building department services to the Town of Oakland; and plan check services to Marion County. Additionally, we have completed a building user fee study for the City of Clermont in 2021. This strong base of operations, combined with local FL-registered inspectors and plans examiners, provides us with the ability to deliver high-quality professional services to the City of Fort Pierce.

Willdan's local/national approach will deliver best-in-class industry knowledge and local expertise to the City of Fort Pierce. Since 2000, Willdan has expanded its successful California business model to Florida, Arizona, Nevada, Idaho, Texas, Tennessee, Illinois, and Indiana. The depth of resources and capabilities of our national team, combined with strong project management and Willdan's ability to attract and develop high-quality staff, have proven to be highly effective for our clients – as demonstrated by the references and Letters of Recommendation provided in this proposal.

Willdan's key areas of expertise align directly with City of Fort Pierce targets. Willdan is a professional services provider that excels at providing customer service to its client base and their customers. We believe our job is to work collaboratively with residents, businesses, and developers to navigate the development process and complete their projects as effortlessly as possible. In addition, our staff places an emphasis on ensuring that all commercial and residential structures meet the Florida building code and are compliant with all applicable laws and ordinances. Willdan is an experienced partner, with capabilities and competent staffing to assist you in meeting development demands.

Our team has outstanding leadership. Al Brady, CBO, Willdan's Florida-based Deputy Director of Building & Safety, and proposed Project Manager is a Certified Building Official who has completed 80 projects over 10 years similar in nature to the City's request. Based in our Orlando office, Mr. Brady is a local resident and will be the main point of contact for the services performed under the scope of this RFP to ensure seamless delivery.

Patrick Johnson, PE, Willdan's Director of Building & Safety, and proposed Principal-in-Charge has managed 135 projects valued at more than $43 million. His experience as an engineer, principal, and project manager gives him the capability to ensure the City of Fort Pierce's needs are met and exceeded.

Mr. Al Brady will be the main point of contact and can be reached via phone: 951.454.3539 or email: abrady@willdan.com.

As Willdan's Director of Building & Safety, I am authorized to bind Willdan to any contract with the City. I can be reached via phone: 909.963.0565 or email: pjohnson@willdan.com.

Thank you again for the opportunity and for your consideration. If you have any questions, please do not hesitate to contact Al or me at any time.

Respectfully submitted,

WILLDAN ENGINEERING SERVICES

Patrick Johnson, PE, CBO
Director of Building and Safety

Section 2: Addenda Acknowledgement

Per the bid document, the proposer shall submit information and documentation requested that confirms it has read any published addenda.

May 18, 2023

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR INSPECTION SERVICES

RFP NO. 2023-038

ADDENDUM NO. 1

The purpose of this addendum is to advise vendors that minor changes were inadvertently overlooked in preparation of the proposal documents. Please disregard the original document and use the **REVISED** proposal document, attached for preparing your submission.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Patrick Johnson, PE, CBO, Director of Building and Safety
Typed or Printed

Company Name: Willdan Engineering

Address: 200 South Orange Avenue, Suite 1550, Orlando, FL 32801

Date: June 6, 2023

/lh

Addendum No. 1 ~ RFP No. 2023-038

Section 3: Business Requirements

W-9

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

5 Address (number, street, and apt. or suite no.) See instructions.
200 South Orange Avenue, Suite 1550

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando, FL 32801

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

9 5 – 2 2 9 5 8 5 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Annette M Zamora Date ► June 6, 2023

General Instructions

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

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

Purpose of Form

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

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

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

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

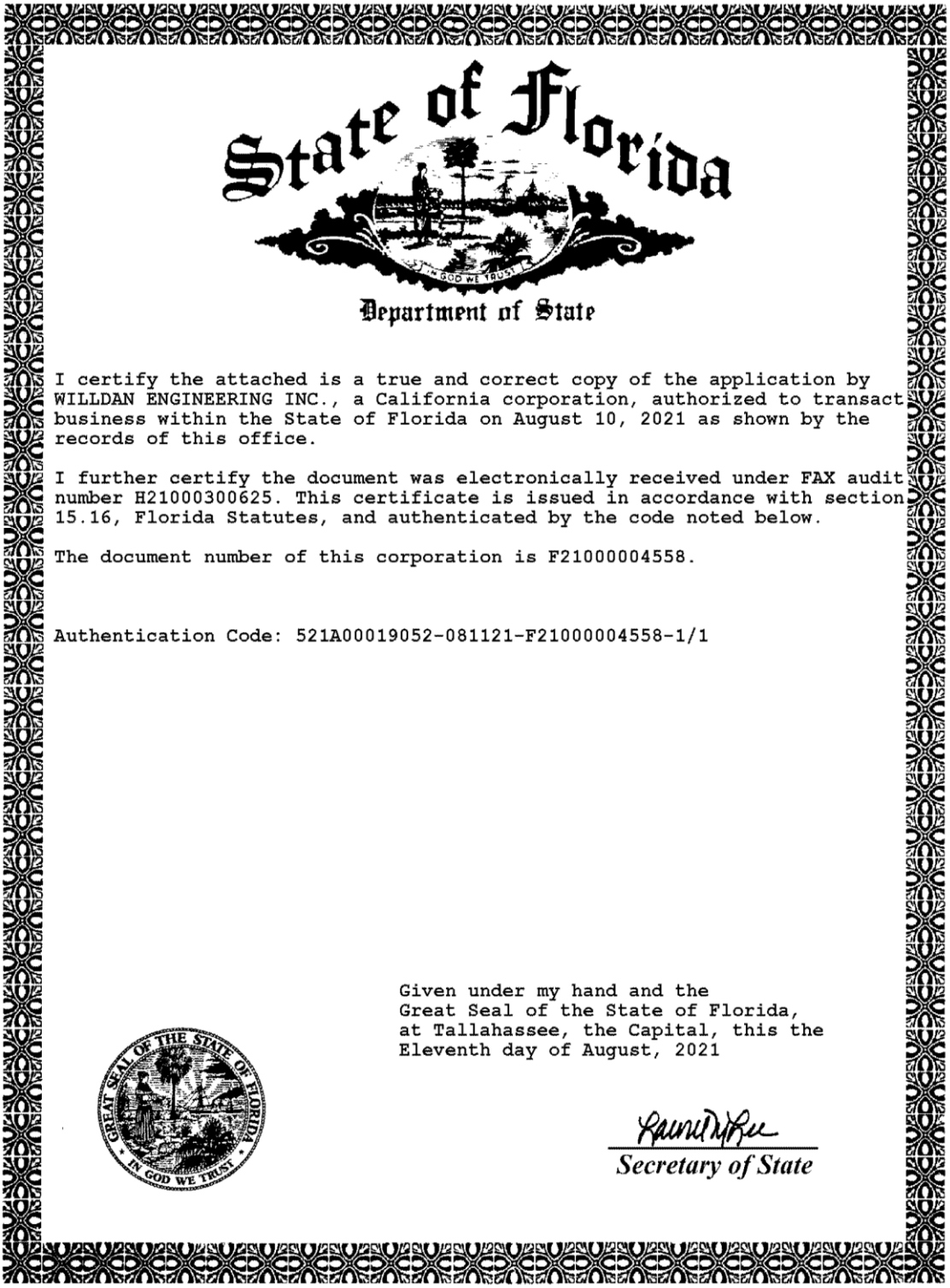
Cat. No. 10231X Form **W-9** (Rev. 10-2018)

24

W-9 Form RFP No. 2023-038

Business License

Willdan's State of Florida Business License is provided. If selected, Willdan will apply and obtain a business license for the City of Fort Pierce.



State of Florida

Department of State

I certify the attached is a true and correct copy of the application by WILLDAN ENGINEERING INC., a California corporation, authorized to transact business within the State of Florida on August 10, 2021 as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H21000300625. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is F21000004558.

Authentication Code: 521A00019052-081121-F21000004558-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eleventh day of August, 2021

Secretary of State

Section 4: Qualifications/Experience

Firm Profile

Willdan Corporate Overview

Willdan Group, Inc. (WGI), founded in 1964 as an engineering firm, is a leading nationwide provider of professional consulting and technical services, and a publicly traded corporation (NASDAQ: WLDN). The primary markets Willdan serves are energy and sustainability consulting; infrastructure planning and engineering; and economic and financial services consulting. Headquartered in Anaheim, California, with 50+ offices throughout the US, services are provided to nationwide clientele through three subsidiary firms – ***Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services*** – that offer a portfolio of diversified strengths. Throughout our 59-year history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in building safety, municipal engineering, planning, and construction management and inspection services, along with a team of complementary disciplines, all supporting implementation of community visions.

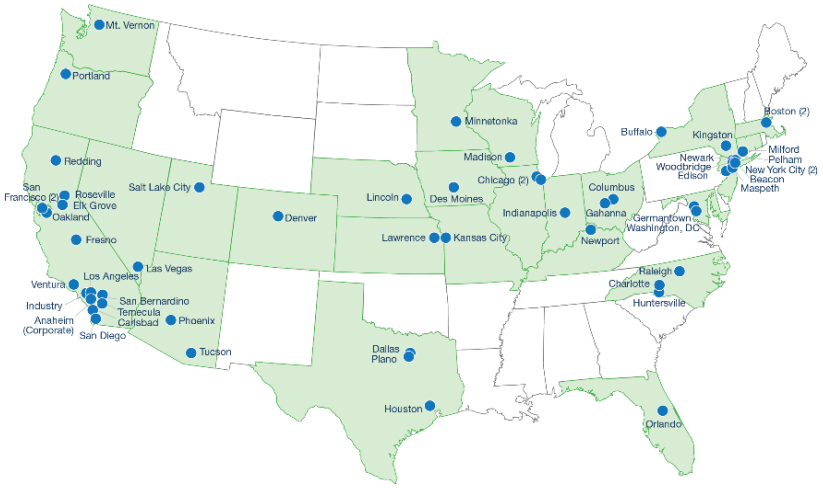


Exhibit 1. Willdan's Offices Nationwide

Corporate Mission and Philosophy

Willdan maintains a business strategy focused on providing services to only public agencies. Today, 98 percent of our business is with public agencies. This strategy prevents potential conflicts of interest with private enterprises conducting business with our public agency clients or within their respective jurisdiction.

Since 1964, Willdan has helped revolutionize the way consulting services are provided by local offices. Our regional and satellite offices are strategically located to offer local, focused service to the varied demographics of our public agency customers. Willdan's organizational structure enables staff to efficiently communicate individual project challenges and goals company-wide, thereby utilizing all Willdan resources to deliver the highest quality and most effective product to our clients.

Willdan possesses expertise in most facets of the public sector marketplace. The varied experience and background of our team's experience is an added value of our services. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience.

Our corporate culture of ***Customer-Priority*** is infused throughout our entire team and in all services provided. With our depth of experience, expertise, knowledge, and resources, Willdan offers practical solutions that are timely, cost effective, and that meet the needs of individual communities.

WILLDAN ENGINEERING SERVICES

- Building and Safety
- Capital Program Management
- City Engineering
- Code Enforcement
- Construction Management/Inspection
- Development Services/Plan Review
- Environmental/Planning
- Flood Control Design
- Landscape Architecture
- Pavement Management
- Structural Engineering
- Survey/Mapping
- Traffic Engineering
- Transportation Engineering
- Water/Wastewater

Willdan has the financial strength and wherewithal to complete all projects we undertake. This is due, in part, to a respected reputation in the municipal engineering industry for providing timely, cost effective, innovative engineering solutions that exceed our client's expectations, and for providing exceptional customer service to our clients.

Willdan Experience

Building and Safety Services

Building and Safety Extension of Staff

Willdan has provided building and safety, permanent and interim, staffing to over 400 agencies, including jurisdictions, tribal communities, towns, cities, and counties. We have highly trained, experienced staff to complete or enhance local agency staffing and meet staffing requirements for permanent and/or interim staff on a full- or part-time basis. With over 300 licensed professional and technical personnel, Willdan offers dedicated, qualified staff, with many of our skilled staff holding municipal positions prior to joining Willdan. Their specialized experience provides jurisdictions with efficient, cost-effective staffing assistance to maintain or expand departmental services and capabilities.

Willdan's **59 years of experience** providing staff augmentation services enables us **to deliver the best staff and the best service**. Our Inspection and Plan Review staff will be available to meet with the City staff, builders, developers, and citizens to resolve any inspection issues that may arise. Inspectors will attend and participate in required meetings with other City of Fort Pierce inspection and plan review staff, property owners, contractors and/or design professionals.

Willdan Building & Safety
Professional Services

- On-site Building Official
- On-site Permit Technician
- Departmental extension of staff
- Electronic Plan Review
- Solar Plan Review
- Virtual Inspections
- Plan Review and Inspection:
  - Structural
  - Mechanical
  - Electrical
  - Plumbing
  - Fire/Life-Safety
  - Accessibility
  - Local amendments to adopted code
  - Green Building

Florida Client List

Provided is Willdan's current Florida client list of projects, which are similar in nature to those being requested by the City.

CLIENT	CONTACT INFORMATION	DATES OF SERVICES
City of Clermont, FL	Building Official 352.241.7311	2021 – Present
County of Marion, FL	Director/Building Official 352.438.2300	2022 – Present
Town of Oakland, FL	City Manager 407.656.1117	2022 – Present
County of Sarasota, FL	Building Official 941.861.6615	2023 – Present
County of Osceola, FL	Deputy Building Official 321.443.2168	2023 – Present
County of Pinellas, FL	Director of Building 727.464.6053	2023 – Present
City of Winter Garden, FL	Deputy Building Official 407.656.4111	2023 – Present

Municipal Agency Experience

Provided is a select list of Willdan's nationwide clients showing a variety of locations where we work. Additional nationwide client information is available upon request.

CLIENT	CONTACT INFORMATION	DATES OF SERVICES
City of Lawrence, IN	Director of Engineering 317.545.6191	2021 – Present
City of Ontario, CA	Chief Building Official 909.395.2172	2021 – Present
City of Plano, TX	Building Inspection Manager 972.941.5967	2022 – Present
City of Rancho Cordova, CA	Building Official 916.851.8898	2022 – Present
City of Tucson, AZ	Chief Building Official 520.740.6970	1997 – Present
County of Los Angeles, CA	Public Works Department 626.458.5100	2020 – Present
County of Maricopa, AZ	Building Official 602.506.7145	2018 – Present
County of Orange, CA	Land Development 714.667.8800	2013 – Present
County of Riverside, CA	Dir. of Building & Safety 951.955.1000	2013 – Present
County of San Bernardino, CA	Community Development Director 909.387.4700	2013 – Present

Key Personnel

Mr. Patrick Johnson, PE, CBO, Director of Building and Safety, will serve as **Principal-in-Charge and Alternate Primary Contact** and is authorized to contractually bind Willdan. His office is in San Bernadino, CA and his contact information is P: (909) 963-0565 or E: pjohnson@willdan.com.

Mr. Albert Brady, CBO, Deputy Director of Building and Safety, will serve as the **Project Manager and Primary Contact** and will oversee all day-to-day services provided to the City of Madeira Beach. Mr. Brady's approach to client satisfaction includes hiring quality staff, providing continuous training and educational opportunities, clearly defining job-specific procedures, and providing project oversight and management. Willdan operates daily under a company-wide Quality Assurance/Control Program, which consists of several components that serve as a basis for our services - ensuring completion of high-quality projects within agreed-upon established schedules and budgets. His office is in Orlando, FL and his contact information is P: (951) 454-3539 or E: abrady@willdan.com.

Program Management

Willdan has carefully selected our team to offer the City building inspection services as needed. In addition to the full-time licensed staff members committed to this project, Willdan has approximately 300 licensed building professionals as additional support. Our team has a broad variety of talent and experience in municipal permitting and inspection. Willdan can assist the City with the successful completion of all development projects.

Project Team Goal

The fundamental goal of Willdan's team is to provide the City with the highest level of support in completing the on-call and extension of staff task orders.

Our corporate philosophy puts the client as priority, and we work tirelessly to achieve our clients' community visions.

Staff Availability

Staff availability is a key component in any on-call staffing project assignment. It enables the team to effectively deliver an on-time, within-budget project. It provides City staff with the information they need to mobilize resources for timely reviews and inspections. The schedule allows the project team to mobilize appropriate staff in a timely manner to perform the tasks necessary for each deliverable.

After task requirements are identified, the project manager will work closely with the principal-in-charge to determine staff availability. Tasks will then be allocated to the appropriate project team members outlined in this proposal. We anticipate that the team members identified in this proposal will be available to serve the City during the duration of the contract. If an unforeseen event occurs that limits staff availability, Willdan would assign another Florida licensed professional from our building team of over 300 licensed professionals to address the needs of the City.

Willdan's proposed team will be available during normal business hours Monday through Friday, except for holidays, from 8:00 AM until 5:00 PM (or different hours if determined by the City) and will be available other hours for emergency issues as needed by the City. In addition, Willdan will provide any necessary equipment such as computers, laptops, mi-fi, ladders, tape measures or other measuring devices, vehicles, uniforms, boots, safety equipment, and any other equipment deemed necessary by the City.

Staffing Flexibility

We recognize City department workloads fluctuate. Willdan hires professionals in three categories –full-time, modified full-time, and part-time. Part-time staff may work up to 40 hours per week. This staffing model provides our clients flexibility in obtaining services for a single project or a defined timeframe, along with providing our employees flexibility in managing their work schedules and workloads.

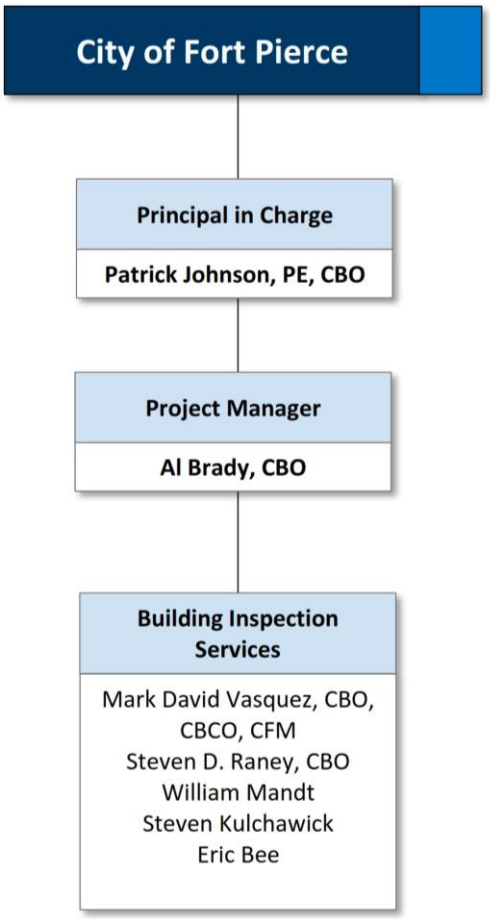
Most significantly, it allows our clients to select a staffing plan to fit their specific needs and budget constraints.

Commitment to Municipalities

Willdan has served public agencies since its inception in 1964. More than 96% of Willdan's revenue is generated from working for public agencies, cities, and counties. Due to the nature of our client base, we select employees who recognize the regulatory nature of our services. Any appearance of a conflict of interest, whether determined to be realized or not, is a violation of company policy. We are proud to note that Willdan rarely has legitimate conflict of interest situations that arise. However, if they do, the Company is dedicated to immediate response and subsequent appropriate action.

Organization Chart

The organization chart contained herein identifies the key personnel and further illustrates the communication and reporting relationships and project roles for Willdan's team. It is important to note the personnel shown are a mix of current and pending Willdan employees and the technical staff depicted represent the caliber of people who may be called upon to provide support to our key staff. This is far from an exhaustive list of our staffing resources and is shown to assist the City of Fort Pierce in evaluating the expertise and depth of experience of our proposed staff.



Resumes

Resumes for each proposed team member have been provided on the following pages.

Key Personnel Resumes

Patrick Johnson, PE, CBO

Director of Building and Safety/Building Official

Summary Profile

Education: B.S., Structural Engineering, University of Iowa, Iowa City, IA
MEng, California State Polytechnic University Pomona, CA

Certification: California Professional Engineer, CE#67960
Arizona Professional Engineer, CE#50435
Colorado Professional Engineer, CE#43704
Nevada Professional Engineer, CE#20699
ICC Building Official
ICC Plans Examiner
ICC Building Inspector

Experience: 20 Years

Mr. Patrick Johnson has 20 years of construction and engineering experience and is a registered engineer specializing in lightweight commercial, industrial, and residential structures. He has plan checked several tilt-up warehouse buildings up to 2.3 million square feet and numerous structures consisting of braced and moment frames for lateral resistance, prestressed concrete structures, and multi-story buildings up to six stories in height.

As Director of Willdan's Building and Safety Division, Mr. Johnson is responsible for overseeing all Building and Safety services company-wide as well as providing structural plan review. He has attended code enforcement and seismic application seminars and has received his Master of Engineering degree, specializing in structures, from California State Polytechnic University. Patrick has served as acting building official for the cities of Big Bear Lake, Loma Linda, and Rancho Mirage. He has served as a forensic engineer responsible for justifying probable causes of structural damage caused by expansive soils.

As a project manager for Willdan's On-call Building Official and Building and Safety Services contracts, Mr. Johnson works with town/city managers to plan, organize, direct, and administer the activities of their Building and Safety Departments, including building inspections; inspection of construction; and general rehabilitation or repair of commercial, residential, and industrial properties. He has overseen reviews of building plans, calculations, and specifications for proposed structures; administered building and safety code enforcement; and reviewed construction plans to ensure they meet building codes and zoning regulations. Mr. Johnson also oversees inspectors monitoring construction sites to determine whether structures and systems have been installed to meet all construction codes and ordinances for public safety.

Select Project Experience

- **Building Inspection and Plan Review Services, City of Clermont, FL.** Principal-in-Charge.
- **Building Official, Building Inspection, Plan Review, Permitting Services, Town of Oakland, FL**. Principal-in- Charge.
- **Building Inspection and Plan Review Services, Marion County, FL**. Principal-in-Charge.
- **Building Inspection and Plan Review Services, Sarasota County, FL.** Principal-in-Charge.
- **Building Official, Building Inspection, Plan Review, Permitting Services, Osceola County, FL.** Principal-in-Charge.
- **Building Official Services, Cities of Banning, Big Bear Lake, Highland, Loma Linda, March JPA, and Rancho Mirage, CA.** Building Official.

Albert Brady, CBO

Project Manager

Summary Profile

Education: AA, Liberal Arts, California State University, Fullerton
BA, Business Administration, University of Southern California, Los Angeles

Certification: PC 832 Certificate, Orange County Sheriff's Academy, Orange, CA
Basic Certification, SCACEO - Southern California Association of Code Officials
Intermediate Certification, SCACEO - Southern California Association of Code Officials
Advanced Certification, SCACEO - Southern California Association of Code Officials
Supervisory Certification, SCACEO - Southern California Association of Code Officials
Watershed Management Certificate, EPA - Environmental Protection Agency, Sacramento
ICC Certified Building Official #8724410

Experience: 31 Years

Mr. Al Brady is the Deputy Director of Building and Safety and the proposed Project Manager for this contract. He has over 31 years of experience in the code profession working directly for municipalities and in the private sector. Mr. Brady leads a team of building professionals who can provide both short and long-term services. During his career, he has developed and managed numerous code programs nationwide and specializes in performing program analysis, establishing policies and procedures.

Select Project Experience

- **Building Inspection and Plan Review Services, City of Clermont, FL.** Project Manager.
- **Building Official, Building Inspection, Plan Review, Permitting Services, Town of Oakland, FL**. Project Manager.
- **Building Inspection and Plan Review Services, Marion County, FL**. Project Manager.
- **Building Inspection and Plan Review Services, Sarasota County, FL.** Project Manager.
- **Building Official, Building Inspection, Plan Review, Permitting Services, Osceola County, FL.** Project Manager.
- **Building Official, Code Enforcement Official, Project Manager Services: Cities of Laguna Beach, Laguna Hills, Laguna Woods, La Puente, Manhattan Beach, Solvang, and Orange and San Diego Counties, CA.**

Experience Example: Building and Safety Services, Cities of Cudahy, La Puente, and Rolling Hills Estates, CA. Building Official. Organize, direct, and administer the activities and operation of the Building and Safety Department, including building inspections, the inspection of construction, and the general rehabilitation or repair of commercial, residential, and industrial properties. Oversee the review of building plans, calculations, and specifications for proposed structures. As the administrator of Building and Safety, approve all construction plans to ensure they meet building codes and zoning regulations. Inspect and monitor construction sites to determine if structures and systems are installed to meet all construction requirements. Supervise, train, and evaluate employees; monitor and coordinate work. Oversee staff engaged in the preparation and maintenance of records of plans, inspection processes, letters/reports prepared or used in connection with building inspections; respond to questions from the property and building owners; and interpret codes.

Experience Example: Anaheim, CA. Code Enforcement Supervisor. Managed the Code Compliance Division providing contract code services to municipalities in the western United States. Contract services varied from staff augmentation, program development and consulting. Provided service to different jurisdictions in California, Arizona, and Nevada. Developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. Managed all contracts for service delivery and all contract employees assigned to the projects. Attended regular City Council meetings and assured each project remained within budget.

Team Resumes

Mark David Vasquez, CBO, CBCO, CFM

Building Inspector, Building Official, Plan Reviewer

Summary Profile

Education: BA, Operations Management and Analysis
AA, Building Inspection Technology

Registration: Florida Certified Building Code Administrator, Building Inspector, Plans Examiner, No. BU2069
ICC Certified Building Official, Certified Building Code Official, Certified CFM, No. 873981

Experience: 33 Years

Mr. Mark Vasquez has 33 years in the municipal and construction industry working as a Community Development Department Manager, Manager of Operations-Construction, Building Official, Building Code Administrator. Mark is a Florida certified building official, certified floodplain manager, building code administrator, plans examiner and commercial and residential inspector. He has served as the building code administrator in four municipalities and two school districts in the state of Florida.

Select Project Experience

Building Inspection and Plan Review Services, Marion County, FL. Plan Reviewer. Willdan's Florida Plan check team was selected and performs residential, commercial, and solar plan check services for the County of Marion. All plan checks performed are via Willdan's electronic plan review system which is accessible to all applicants. Customers can access plan check comments in real time and can track the review through approval on our electronic portal.

Building Permitting Services, Town of Oakland, FL. Building Official/Plan Reviewer. Willdan provides full building department services including building official, administrative staff, inspection, and plan review. All plan checks and permit technician functions are performed remotely but building official and inspection services are conducted on-site.

City of Treasure Island, FL (Private Firm). Building Code Administrator.

- Building Code Administrator – community development services and building code services for the city of Treasure Island. Maintaining public relations by providing responsive, courteous, and quality service. Updating antiquated systems by introducing new methods and standards of operating procedures using new technology, and resources that are readily available, additionally, provide leadership, direction, and stability to the team.
- Conduct inspections and perform plan reviews for BMEP commercial and residential projects. Meet with developers, contractors and design professionals as requested prior or during the projects.
- Plans and supervises all activities of the respective building departments, including plan review and building inspection. Ensure compliance with all applicable city policies and procedures, and other laws, regulations, codes, and ordinances.
- CFM duties include - Respond to weather emergencies and coordinate an appropriate response. Issue and authorize "Stop Work" orders and "Unsafe for Occupation," notices.

City of Brooksville, Crystal River, Weeki Wachee, Sumter County Schools, Citrus County Schools, FL (Private Firm). Building Code Administrator.

- Building Code Administrator – community development services and building code services for several cities and school districts. Maintaining public relations by providing responsive, courteous, and quality service. Updating antiquated systems by introducing new methods and standards of operating procedures using new technology, and resources that are readily available, additionally, provide leadership, direction, and stability to the team.
- Conduct inspections and perform plan reviews for commercial and residential projects. Meet with developers, contractors and design professionals as requested prior or during the projects.

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Florida dbpr Department of Business & Professional Regulation

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- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

6:26:36 PM 9/9/2022

Licensee Information

Name:	VASQUEZ, MARK D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2069
Status:	Current,Active
Licensure Date:	10/02/2019
Expires:	11/30/2023

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

6:26:36 PM 9/9/2022

Licensee Information

Name:	VASQUEZ, MARK D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2069
Status:	Current,Active
Licensure Date:	10/02/2019
Expires:	11/30/2023

Special Qualifications	Qualification Effective

Alternate Names

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- Find Exam Information
- Unlicensed Activity Search
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LICENSEE DETAILS *6:27:18 PM 9/9/2022*

Licensee Information

Name:	VASQUEZ, MARK D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8180
Status:	Current,Active
Licensure Date:	02/16/2021
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	02/16/2021

Alternate Names

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- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *6:27:46 PM 9/9/2022*

Licensee Information

Name:	VASQUEZ, MARK D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4575
Status:	Current,Active
Licensure Date:	02/16/2021
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	02/16/2021

Alternate Names

View Related License Information
View License Complaint

Steven D. Raney, CBO

Building Inspector/Plan Reviewer

Summary Profile

Education: BS, Management, Northern Arizona University
BS, Building Code/Public Administration, Central Michigan University

Registration: Florida Certified Building Code Administrator BU2210
Certified Building Official
Combination Building Inspector
Building Plans Examiner
Building Code Specialist
Commercial/Residential Electrical Inspector
Commercial/Residential/
Plumbing Inspector
Commercial/Residential
Mechanical Inspector
California Combination Inspector
Structural Masonry Special Inspector
Accessibility Inspector/Plan Reviewer
FEMA ICS 100/700
P.C. 832

Experience: 15 Years

Mr. Steven Raney is a Willdan Engineering building official with 15 years of experience. Mr. Raney is experienced in disabled access standards, building inspection, and plan review.

Select Project Experience

CA Housing & Community Dev. (HCD), CA. Codes & Standards Administrator I. Responsible for directing, organizing, training, scheduling, and monitoring activities and inspections of assigned District Representative and staff relating to the enforcement of the California Health and Safety Codes and title 24 codes, as they may pertain to the manufacture, use and alteration of all manufactured housing, mobile homes, and commercial modular. Monitored construction and maintenance of mobile home parks. Duties were similar to a Building Official in a City or County.

City of Palmdale, CA. Supervising Building Inspector. Planned, supervised, coordinated, and assigned the activities and operations of building inspection within the Building and Safety Division of the Development Services department. Performed the most sensitive and difficult inspections. Projects included multi-family, commercial, single family, and city capital improvement projects.

County of San Bernardino, CA. Regional Building Inspector Supervisor. Supervision of 3 County Satellite offices including Inspection, Plan Check, Counter Duty, and Permit Technicians. Grant Permit extensions, issued permits, handled complaints, and promoted excellent customer service. Conducted CASp inspections throughout county inspection of County capital improvement projects. Plan checked single-family projects.

City of Pasadena, CA. Senior Combination Building Inspector/ Interim Inspection Supervisor. Building inspections for mechanical, electrical, plumbing, framing, concrete and all other trades in new and rehab projects. Inspections mostly in multi-family residential, commercial, and City capital improvement projects. Lead worker with technical supervision over 4 additional inspectors.

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LICENSEE DETAILS

1:34:45 PM 5/30/2023

Licensee Information

Name:	RANEY, STEVEN DOUGLAS (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2210
Status:	Current,Active
Licensure Date:	03/06/2023
Expires:	11/30/2023

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

1:36:11 PM 5/30/2023

Licensee Information

Name:	RANEY, STEVEN DOUGLAS (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	
License Number:	
Status:	Application in Progress
Licensure Date:	
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint

William Mandt

Building Inspector

Summary Profile

Registration: Commercial Building Inspector, WI, 1452122
UDC Construction Inspector, UDC-071800008
UDC Electrical Inspector, UDC-111802032
UDC Plumbing Inspector, UDC-081800006
UDC HVAC Inspector, UDC-071800007

Experience: 5 Years

Mr. William Mandt is a building inspector with 5 years' relevant experience. Mr. Mandt was responsible for municipal and public communication, permit processing, and inspections of residential construction, residential plumbing, residential electrical, residential HVAC, and commercial construction.

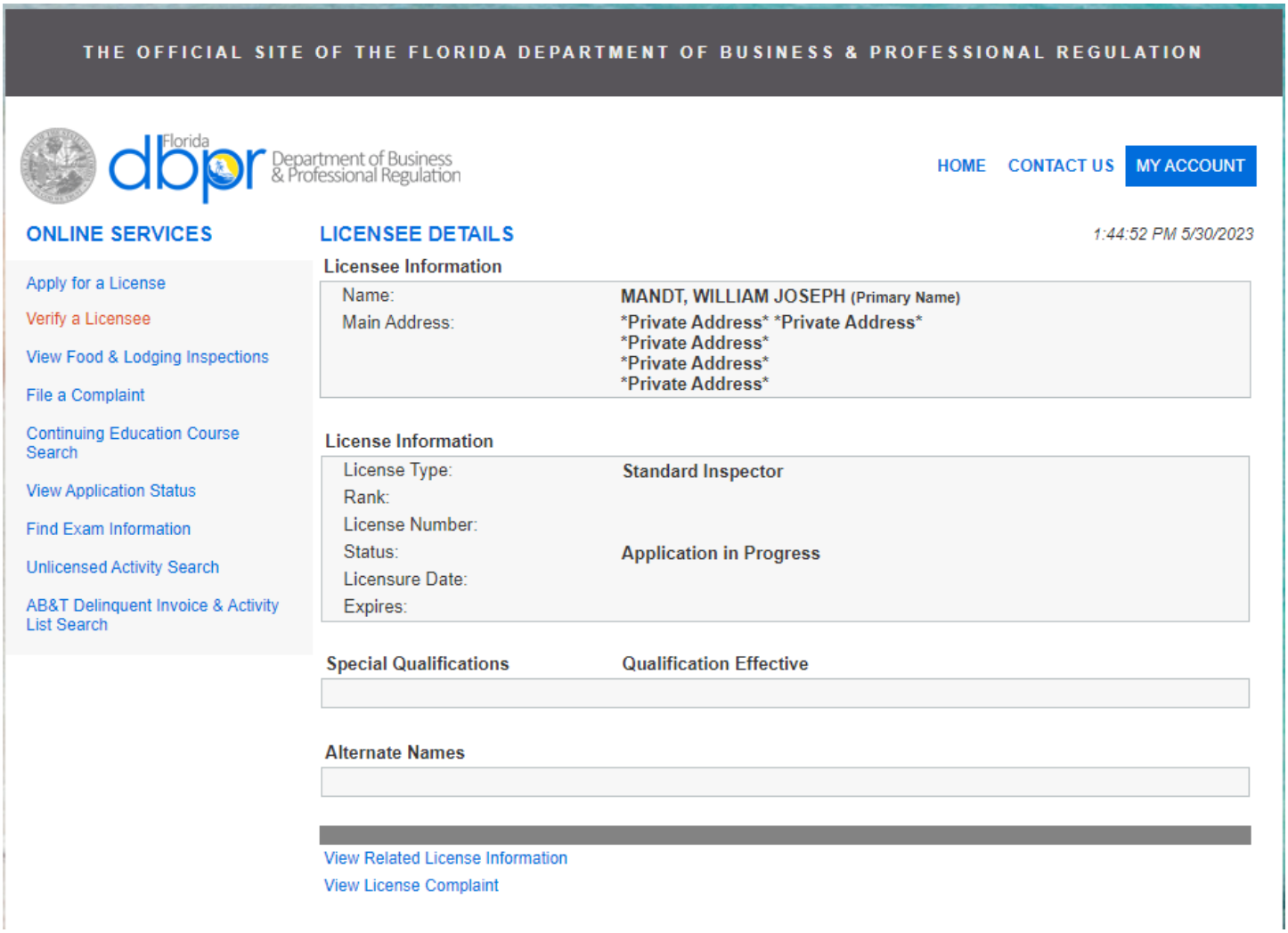
Select Project Experience

Town of Oakland, FL. Building Inspector. Made field inspections of industrial, commercial, and residential buildings during various stages of construction and remodeling. Inspected foundations, cement, framing, electrical, plumbing, and mechanical installations. Performed field review of plans and specifications. Inspected conformance with building code and pertinent provisions of state and city ordinances. Investigated possible code enforcement violations, photographed evidence. Issued notices of violations for non-compliance follow up investigation to ensure code violation was corrected. Provided general information to the public, development community and other agencies. Maintained records and prepared reports.

Contractor. Self Employed. Responsible for commercial and residential installation of flooring materials: ceramic tile, LVP luxury vinyl plank, LVT Luxury vinyl tile, carpet, and vinyl. General duties included bidding/estimating jobs, product transportation, installation work, billing, and routine office duties. Worked cooperatively with corporate business administration, retail store owners and employees, and individual homeowners. Contracted various construction and remodel projects.

General Engineering Company, Portage, WI. Municipal Building Inspector. Building Inspector for several municipalities responsible for municipal and public communication, permit processing, and inspections of residential construction, residential plumbing, residential electrical, residential HVAC, and commercial construction. Primarily worked independently managing all scheduling and responsibilities for municipalities served.

EBS Electric, La Crosse, WI. Laborer and Heavy Machinery Operator. Provided temporary work for an electrical contractor working on a large new solar array.



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LICENSEE DETAILS

1:44:52 PM 5/30/2023

Licensee Information

Name:	MANDT, WILLIAM JOSEPH (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	
License Number:	
Status:	Application in Progress
Licensure Date:	
Expires:	

Special Qualifications | Qualification Effective

Alternate Names

View Related License Information

View License Complaint

Steven Kulchawick

Building Inspector

Summary Profile

Education: BS, Business, Management, Marketing, and Related Support Services, Florida Technical College

Registration: Florida Building Inspector No. BN6834

Experience: 8 Years

Mr. Steven Kulchawick is an experienced Willdan building inspector who originally worked in the construction trades. He is ICC certified and licensed in the State of Florida as a residential and commercial building inspector. He has worked as an inspector within two counties in Florida and is available for assignment for our Florida-based clients.

Select Project Experience

Seminole County Government, FL. Building Inspector. Performed field inspections on buildings and other structures during, installation, erection, alteration and/or repair throughout construction to determine conformity of entire structure with prior approved plans and compliance with all applicable codes and ordinances. During field inspections, determined whether required permits have been issued and that required tests and documentation were adequate. Called for additional testing and proper documentation as necessary to ensure structural safety. Performed final inspection on permitted structures to determine compliance with applicable county codes prior to issuance of a certificate of occupancy. Communicated with the public and answered technical questions or referred customers to the proper agency or personnel. Ensured contractors are properly licensed during field inspections and investigated compliance of activity of unlicensed contractors. First responder after hurricanes or other emergencies.

Volusia County, FL. Maintenance/Project Crew/Trade Worker. Duties included but were not limited to, plumbing, flooring, masonry, electrical, HVAC, roofing, welding, framing, dock & deck repair, insulation, landscaping, irrigation, demolition, debris removal, glass pane repair, secure facilities, new construction/additions, repair of existing structures, historical structure preservation and repair/consultation. Project coordination and educating others. All aspects of relevant trades and maintenance. Application of current building codes.

Kulchawick & Son Construction, Lake Helen, FL. Co-Owner. Mr. Kulchawick is a supervisor, project coordinator, treasurer, welder, and labor for his family owned and operated construction services business.

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LICENSEE DETAILS

3:44:53 PM 6/2/2023

Licensee Information

Name:	KULCHAWICK, STEVE JOSEPH (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6834
Status:	Current,Active
Licensure Date:	04/06/2016
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	04/06/2016

Alternate Names

View Related License Information

View License Complaint

Eric Bee

Building Inspector

Summary Profile

Registration:
ICC Building Code Official Certification
ICC Mechanical Code Specialist Certification
ICC Plumbing Code Specialist Certification
ICC Building Inspector Certification
ICC Mechanical Inspector Certification
ICC Plumbing Inspector Certification
ICC Mechanical Plans Examiner Certification
ICC Plumbing Plans Examiner Certification
ICC Commercial Building Inspector Certification
ICC Commercial Mechanical Inspector Certification
ICC Commercial Plumbing Inspector Certification
ICC Residential Building Inspector Certification
ICC Residential Electrical Inspector Certification
ICC Residential Mechanical Inspector Certification
ICC Residential Plumbing Inspector Certification
ICC Residential Combination Inspector Certification
ICC Plans Examiner Institute

Experience: 12 Years

Mr. Eric Bee is a building inspector with 12 years' experience in building inspection. Mr. Bee is knowledgeable with a wide variety of building codes and compliance.

Select Project Experience

- Building Inspector-Willdan
- Deputy Building Official - City of North Las Vegas, NV
- Plan Review Supervisor - City of Goodyear, AZ
- Chief Building Official - City of Commerce City, CO
- Building Inspection Supervisor - City of Goodyear, AZ
- Chief Building Official - City of Arvada, AZ
- Building Inspector II+ - City of Tempe, AZ
- Lead Inspector/Plans Examiner - City of Brighton, CO
- Combination Inspector II - City and County of Denver, CO
- Senior Building Inspector - City of Indianapolis, IN

Section 5: References

Provided are Willdan Florida client references and Letters of Reference from nationwide clients; additional client references are available upon request. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to excellence.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2023-038
ANNUAL CONTRACT FOR INSPECTION SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name:	Town of Oakland
Contact:	Andy Stewart, Town Manager
Address:	220 N. Tubb Street, Oakland, FL 34760
Telephone:	(407) 656-1117
Email:	astewart@oaklandfl.gov
Name:	County of Marion
Contact:	Michael Savage, Building & Safety Director
Address:	601 SE 25th Ave., Ocala, FL 34471
Telephone:	(352) 438-2459
Email:	michael.savage@marionfl.org

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Proposal Pricing Form RFP No. 2023-038

UC RIVERSIDE

Office of the Campus Architect
Department of Building and Safety
1090 University Avenue
Building 532
Riverside, CA 92521

January 11, 2022

University of California, Irvine
Design and Construction Services
101 Academy, Suite 200
Irvine, CA 92697-2450
949.824.6630

Subject: Letter of Reference for Willdan

Dear Sir/Madam,

This letter is in reference to Willdan and the services they have provided to the University of California, Riverside. The professionalism, thoroughness and detail-oriented services provided in all of their work for the University of California, Riverside is second to none.

I have had the pleasure of working with Willdan for approximately four years here at the university on various projects, and approximately 10 additional years on construction projects prior to my arrival here in Riverside, while working as Director of Building and Safety in municipal government. During all of this time I have found Willdan to be very responsive, detailed oriented and very professional. Their plan review service has been greatly valuable and helpful to us on numerous construction projects here on campus, but none more than on our P3 project with development partners American Campus Communities. Willdan has provided for a great partnership with UCR, Department of Building and Safety and are always available to discuss issues arising as well as completing daily tasks and assisting us whenever needed. It is truly as easy as picking up the phone and asking for needed information and assistance. They are always willing to provide us with any of the services we request, although their plan review services have been especially vital in completing the review process with the P3 Housing and Dining Project just recently completed here.

Willdan is a very professional, efficient, productive and responsive partner which is friendly and very good to work with. I would recommend them highly for any and all opportunities that they may be pursuing.

Please feel free to contact me if any additional information is needed. Thank you for the opportunity.

Respectfully submitted,

Robert K. Williams
Robert K. Williams, CBO
Director of Building and Safety/CBO
University of California, Riverside

PDC.UCR.EDU • TEL: 951-827-1382 • Mobile 951-236-5699

LAWRENCE UTILITIES

City of Lawrence, Indiana - Water & Sewer Utilities

Scott Salsbery, Superintendent
Ph: 317.524.6305 Fax: 317.715.2619

9201 Harrison Park Ct., Lawrence, IN 46216
email:ssalsbery@cityoflawrence.org

September 17, 2021

To Whom It May Concern:

I am pleased to submit this letter of reference and recommendation on the behalf of Willdan Engineering (WE). I had reached out to WE back on November 14, 2019 when our city encountered a situation in which we required immediate assistance with covering our building inspection activities. Willdan responded in a timely manner and helped us get through this rough patch effectively and efficiently.

After speaking at length with Mr. Jim Barrett, our WE representative, I am happy to report that we were able to expand the scope of their involvement in the city's building inspection, permitting and contractor licensing areas. Jim's expertise and WE's philosophy of approaching these tasks with teamwork and with a view to working with our developers, contractors and property owners in a manner designed to achieve compliance and not just be there to find fault and issue citations had made a tremendous difference in our delivery of services in this area of our operations. They have also played an important part in improving our plan review and approval process too.

WE continues to work for us to this day and we hope for well into the future as well!

If you are seeking a company to bring professionalism, integrity, efficiency and effectiveness to your operations, then I firmly believe you cannot go wrong in working with Willdan Engineering.

Thank you,

Scott Salsbery, Supt.
City of Lawrence Utilities

CalPolyPomona | 3801 W Temple Avenue, Bldg. 81, Pomona, CA 91768
Facilities Planning & Management | Administrative Affairs

January 12, 2022

University of California, Irvine
Irvine, CA 92697

To Whom It May Concern:

As Senior Project Manager for Facilities Planning & Management, I am pleased to submit this letter of recommendation for Willdan Engineering (Willdan). CSPU Pomona has contracted with Willdan for building plan review services for more than a decade. During that time, Willdan has provided plan review for numerous projects including the Administrative Building and Automations Lab.

Having worked with Willdan on numerous projects, I can attest to the fact that the plan review staff are knowledgeable on recent code developments and are always helpful when questions arise. Plans are reviewed in a consistently timely manner. The level of professionalism by Willdan staff and their knowledge of the field is highly appreciated.

Willdan employs individuals who have outstanding judgement, ethics, a strong work commitment. I highly recommend Willdan to provide plan review services to UC Irvine.

Respectfully,

Bruyn Bevans, LEED AP
Sr. Project Manager
Facilities Planning and Management
Cal Poly Pomona

Section 6: Cost Proposal

PROPOSAL PRICING FORM
RFP NO. 2023-038 ~ ANNUAL CONTRACT FOR INSPECTION SERVICES

The following proposal(s) is submitted on behalf of: Willdan Engineering for the requested services, in accordance with the agreements and specifications contained in RFP No. 2023-038.

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

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

ITEM	DESCRIPTION	HOURLY RATE		
1	• Perform Inspection services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. FULL TIME INSPECTOR • Perform Inspection services	BLDG, M,E, or P 1 + 2 Family Multi	$ 100 $ 100 $ 100	per hour per hour per hour
2	• Perform inspection services in excess Of 40 hours per week. • FULL TIME INSPECTOR OVERTIME	BLDG, M,E, or P 1 + 2 Family Multi	$ 100 $ 100 $ 100	per hour per hour per hour
3	• Perform Inspection services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • PART TIME INSPECTOR	BLDG, M,E, or P 1 + 2 Family Multi	$ 100 $ 100 $ 100 $ 100	per hour per hour per hour per hour
4	• Perform Inspection services. • Per Inspector on an as needed basis • AS NEEDED INSPECTOR	BLDG, M,E, or P 1 + 2 Family Multi	$ 100 $ 100	per hour per hour

Section 7: Additional Data

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REVISED** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	**RFP No: 2023-038**
Pre-Proposal Conference Date: **10:00AM, MONDAY, MAY 22, 2023**	**RFP Title: ANNUAL CONTRACT FOR INSPECTION SERVICES**
Pre-Proposal Location: **CITY HALL, 1ST FLOOR CONFERENCE ROOM 100 N. US HIGHWAY 1, FORT PIERCE, FL**	**RFP Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:00 PM, TUESDAY, JUNE 6, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: Willdan Engineering --- **Mailing Address:** 200 South Orange Avenue, Suite 1550 --- Orlando, FL 32801 --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X**_____ **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:** Patrick Johnson, PE, CBO
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** Director of Building and Safety
Incorporated in the State of: CA **Year:** 1964	**Delivery in** _____**days, ARO**
Phone Number: (408) 872-2467	**Payment Terms: Net 30 Days**
Fax Number: (888) 326-6864	**FEIN or SS Number:** 95-2295858
E-Mail Address: pjohnson@willdan.com	**Local Business:** ___Y _X_N **MWBE:** ___Y _X_N
Bid Security is attached, when required, in the amount of $ N/A **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

11/9/2023

DATE (MM/DD/YYYY) 10/27/2022

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

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

PRODUCER Lockton Insurance Brokers,LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1513457 Willdan Engineering 2401 East Katella Avenue, Suite 300 Anaheim, CA 92806	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co of America — 25674 INSURER B : Allied World Surplus Lines Insurance Company — 24319 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES WILLD01 **CERTIFICATE NUMBER:** 18804759 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	N	N	P-630-7T016289-TIL-22	11/9/2022	11/9/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Emp. Benefits Liab.						MED EXP (Any one person)	$ 15,000
	X Contr. Liab. Incl.						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	810-7T01965A-22-43-G	11/9/2022	11/9/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	N	UB-7T02108A-22-43-G	11/9/2022	11/9/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Arc/Eng. Prof.	N	N	0313-5950	11/9/2022	11/9/2023	Per Claim: $3,000,000 Aggregate: $3,000,000	

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

CERTIFICATE HOLDER

18804759
Willdan Engineering
2401 East Katella Avenue
Suite 300
Anaheim, CA 92806

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Willdan Engineering does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

June 6, 2023
Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance as stated in proposal documents.	X	
Did you include a list of all materials and equipment to be used in providing the service?	X	
Is Drug-Free Workplace form signed and enclosed?	X	
Proposal envelope is marked accordingly.	N/A	
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?	N/A	
Disregard, if you are going to utilize the electronic submission option.	X	
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL _____

C. Scope of Work

Approach

Our approach is based on years of experience and incorporates features enhancing the efficiency and quality of the building inspection process. Below is our general approach to ensuring quality services are provided to the City. When it comes to serving the Fort Pierce community, Willdan sees our role as that of facilitator and guide—helping the City's customers with the inspection processes—assisting the applicant while ensuring development complies with building codes and City standards.

We understand that the process of complying with the various codes, standards, regulations, and laws can be a formidable and daunting undertaking—for even the most seasoned design or construction professional. Furthermore, an understanding of the complexity associated with residential and commercial inspections is essential to exceptional customer service. Common sense decision making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff bring to every engagement.

Staff/Client Relationships

Willdan's commitment to customer service is why we can respond promptly to our clients' requests. Frequent communication is a key element. We understand today's sensitivity to meeting schedules despite changing conditions; therefore, we strive to keep the client informed and work to resolve issues early. Since most of our management staff are former public employees, they understand the needs of the City and can bring to bear the resources required to successfully deliver projects on time and within budget.

Adequacy of Resources

Willdan takes an innovative approach to address surges and reductions in staffing. We often cross-train staff assigned to our municipal clients so, as the workload fluctuates, the team members can assume multiple roles while maintaining high-quality performance. For example, we assign an inspector to the City who has capabilities and qualifications as a plan checker. Regardless of the demand or schedule, Willdan understands that efficient communication of project goals and challenges is essential to capitalizing on our full resources and delivering the highest quality service to the City.

As Willdan explored the scope of this project and identified and investigated the request, we assembled our project team – matching expertise and availability to project needs. The selected individuals will lend their expertise and knowledge to respond to the needs of the City's assignment and deliver exceptional service. This group of specialized experts is dedicated to serving the City through innovative solutions and quality results.

Willdan's corporate-wide staffing resources number over 1,500 employees in 50+ offices nationwide. Our organizational structure enables staff to efficiently communicate project challenges and goals companywide – capitalizing on Willdan's full resources to deliver the highest quality and most cost-effective services.

Scheduling

A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress of requested inspection activities. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the project schedule. If it is determined that a project is falling behind schedule, project managers meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Project managers monitor all progress on a weekly basis.

Time Management

Willdan has a reputation for providing quality and accurate inspections in a timely manner. We understand that time is of critical importance to the City and to the development community. We are dedicated to meeting standard and "fast track" turnaround deadlines. Willdan is committed to providing the staffing and resources required to complete projects under this contract on schedule and with high quality. To ensure we meet this commitment, we prepare labor projections for all projects. Projections are made for each project and then aggregated by the project manager to produce division/office-wide labor needs and to identify shortages or surplus.

Willdan's client request response times are often the quickest in the industry. We are able to achieve this through retaining one of the largest teams in the region and by employing a team of part-time personnel in the event of increased inspection activity. Willdan hires competent staff, provides them with the necessary tools for success and regular training in industry requirements/standards.

Ability to Meet Deadlines

Willdan utilizes a unified management approach whereby each project is undertaken by a project team. Each project is assigned to a senior member of our staff and supported by a team of individuals with the background, experience, and availability best suited for each assignment. If needed, Willdan can add additional support staff to the identified team to ensure completion of an assignment by the requested dates. Willdan maintains a strict quality control program that includes peer review and constructability review of all projects. This process has served us well and is demonstrated by the number of successfully completed projects over the many years that Willdan has been in the business. Willdan's team management approach has proven to be effective in delivering services on time, within budget, and to the client's satisfaction.

Project Opportunities/Challenges and Solutions

Willdan strives to resolve problems or concerns long before it becomes an issue or dispute through the process of partnering with jurisdictions or clients. This same partnering approach is applied to inspection services. The goal is for the City, the applicant, and the inspector to work as a team to assist the applicant through the process. To support this level of professionalism, Willdan's experience has shown that it is paramount that inspection comments are clear and are supported by reference to the applicable standard or reference document. This provides all parties with the knowledge of the reason for the comment and allows a basis for how to address the comment.

Our team members will schedule meetings during work hours to discuss and clarify any issues with designers, owners, and contractors. Resolutions of issues may also be accomplished by telephone and/or email, as well as scheduled meetings (typically virtual via Zoom/WebEx). We will usually respond to inquiries from applicants on the same day, but at a maximum within one day.

Occasionally, there may be issues that require additional discussion between the inspector and the applicant. We realize that resolution is the goal and will discuss by telephone or in-person with the applicant the course of action required to resolve such items. Typically, the resolution will require the applicant to submit documentation to support their position. This information will be shared with the City for its review and approval or denial. The City's decision will be determined to be the resolution of the issue.

Approach- Building Inspection

Building Inspection

In the realm of developing and growing a community, there are few – if any – services provided by the governing body that are more important than the safety of the structures. It is this function that permits local citizens to go about their daily lives without thinking about the safety of the structures they enter or occupy.

Our inspectors are ICC certified and fully experienced in performing residential, commercial, and industrial inspections for compliance with the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the Building Code, Residential Code, Green Building Standards Code, Mechanical Code, Plumbing Code, Electrical Code, and the State and Federal regulations for Accessibility, Energy Conservation, and Fire Code.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected, will be recorded on the job card, and permit copy is entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and collaborate to builders, owners, engineers, and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement. Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.

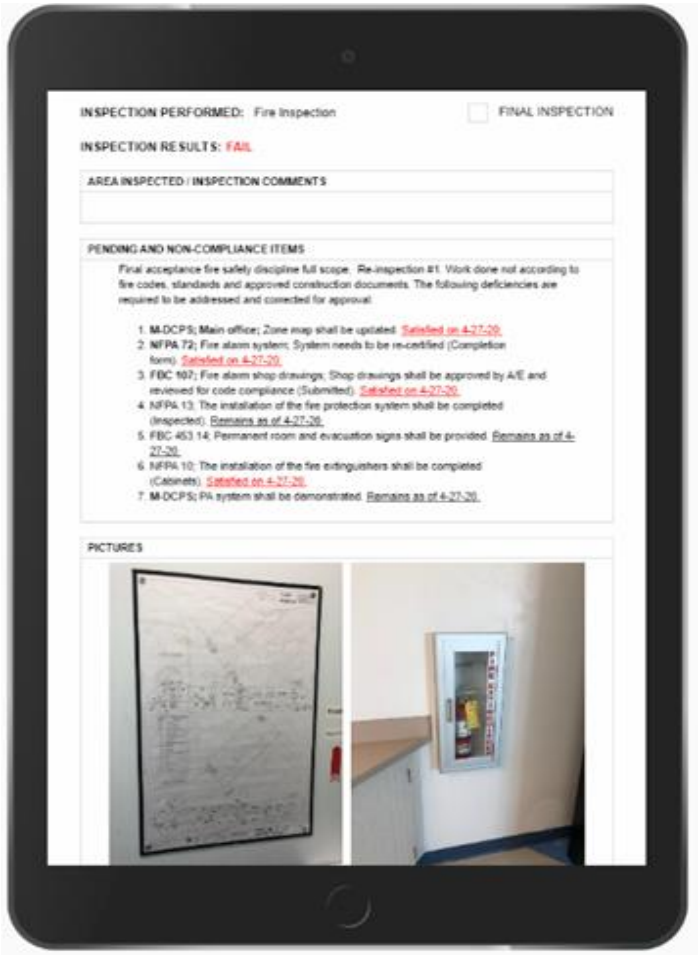
Our inspection staff are supplied with cell phones and laptops and/or iPads for email communication and document creation and record keeping. Inspections will be provided within 24 hours of notification or sooner.

Virtual Inspections

Willdan has the capability of providing virtual building inspections in real time by means of video imaging and chatting through smart phones or tablets. Our inspectors can perform a comprehensive inspection from any location, saving jurisdictions, applicants, and contractors money and time.

GPS navigation can verify the site address matches the permit address. Photos and correction notices are recorded, and the inspector will tell the contractor and/or applicant in the video call if the inspection has passed or failed. Correction notices are given to the applicant and contractor in real time. Results will be processed in the jurisdiction's permitting system by the end of the day on which the inspection occurred.

During the COVID-19 state mandated procedures, this helped to ensure all projects remained on schedule and were not delayed and could be utilized in any similar disruption situation.



Project Management and Quality Assurance/Control Approach

Project Management

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model. Following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections. If necessary, changes in approach or strategy will be discussed with City staff, to meet the needs of the City of Fort Pierce. In doing this, we will ensure the project stays on track and evolves, based upon current thinking and outside dynamics.

Project Management				
Define the Project	Plan the Project	Manage the Project	Review the Project	Communicate the Project
▪ Identify the project scope, set objectives, list potential constraints, document assumptions. ▪ Define a course of action and develop an effective communication plan. ▪ Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.	▪ Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline. ▪ Assign workload functions to appropriately qualified staff to ensure milestones are met, on time. ▪ Pre-schedule quality control meetings with project team to maintain the progressive motion of the project.	▪ Manage the execution of the project. ▪ Direct existing and upcoming project tasks. ▪ Control and monitor work in progress. ▪ Provide feedback to client and project team. ▪ Identify and resolve deviances from project timeline.	▪ Review all work product and deliverables. ▪ Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. ▪ Procure executive officer level review.	▪ Communicate with the client regarding work status and progress. ▪ Ensure client is in receipt of regular status updates. ▪ Schedule regular conference calls to touch base. ▪ Inform client of roadblocks, work outside of projected scope.

Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

1) Peer review;

2) Project Manager review; and

3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This ensures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.

The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

Quality Assurance Goals		
Goal	**Lead**	**Task**
Quality Assurance / Control Process	Al Brady	▪ Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed; ▪ Emphasize quality in every phase of work; ▪ Ensure efficient use of resources; ▪ Establish a consistent and uniform approach to the services performed; and ▪ Implement appropriate quality control measures for each work task of the project.
Quality Control Plan	Al Brady & Patrick Johnson	▪ Contract deliverables; ▪ Specific quality control procedures; ▪ Special quality control emphasis; ▪ Budget and manpower requirements; ▪ Overall project schedule and budget; and ▪ Project documentation requirements.

D. Additional Data

Additional data is included in Section7 of the proposal, as instructed.

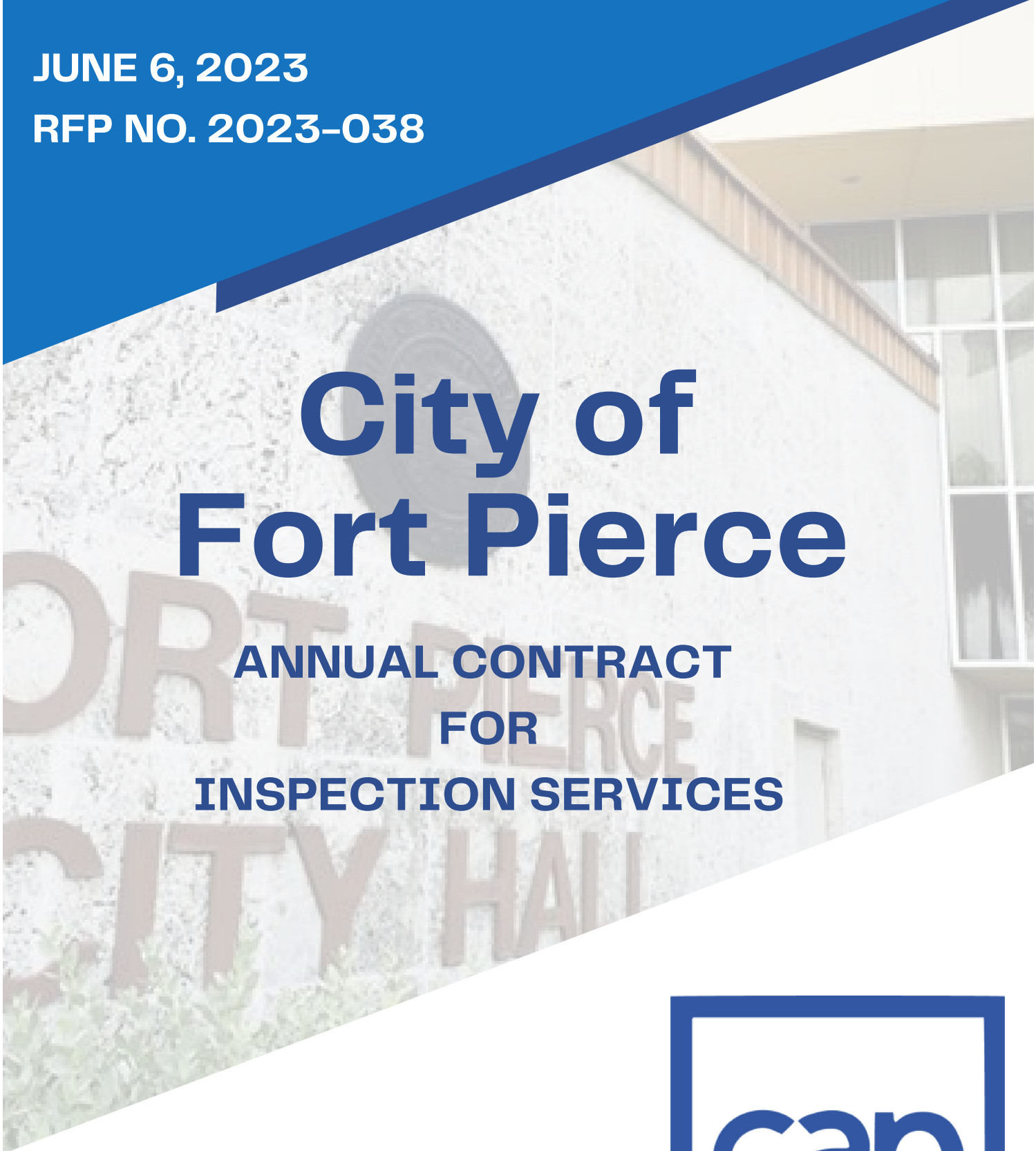
WILLDAN

200 South Orange Avenue, Suite 1550
Orlando, FL 32801
407.872.2467 | Fax: 888.326.6864

www.willdan.com

JUNE 6, 2023

RFP NO. 2023-038



City of Fort Pierce

ANNUAL CONTRACT FOR INSPECTION SERVICES

Submitted by:

C.A.P. Government, Inc.
1910 N. Florida Mango Rd.
West Palm Beach, FL 33409
(305) 448-1711

cap government
A Bureau Veritas Company

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City of Fort Pierce – RFP No. 2023-038

Annual Contract for Inspection Services

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- DBPR Licenses

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Cost Proposal (C.A.P. Government, Inc's rates for clarification)

Section 7: Additional Data ..... Page 41-44

- Drug-Free Workplace Form
- City of Fort Pierce Proposer's Checklist
- Certificate of Insurance

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REVISED** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	RFP No: 2023-038
Pre-Proposal Conference Date: 10:00AM, MONDAY, MAY 22, 2023	RFP Title: ANNUAL CONTRACT FOR INSPECTION SERVICES
Pre-Proposal Location: CITY HALL, 1ST FLOOR CONFERENCE ROOM 100 N. US HIGHWAY 1, FORT PIERCE, FL	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, TUESDAY, JUNE 6, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: C.A.P. Government, Inc. Mailing Address: 1910 N. Florida Mango Rd.	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: West Palm Beach, FL 33409	Typed or Printed Name: Carlos A. Penin, PE
Type of Entity (Select one): Corporation ___X___ Partnership _____ Proprietorship _____	Title: President
Incorporated in the State of: Florida Year: 1989	Delivery in _____days, ARO
Phone Number: 305.448.1711	Payment Terms: Net 30 Days
Fax Number: 305.448.1712	FEIN or SS Number: 65-0121594
E-Mail Address: capenin@capfla.com	Local Business: ___Y _X_N MWBE: ___Y _X_N
Bid Security is attached, when required, in the amount of $ N/A F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

SECTION 1

TRANSMITTAL LETTER

cap government
A Bureau Veritas Company

cap government

June 6, 2023

City of Fort Pierce
Attn: Purchasing Division, Room 101
101 Church Street North U.S. #1
Fort Pierce, Florida 34950

RE: City of Fort Pierce, RFP No. 2023-038 – Annual Contract for Inspection Services

To Whom It May Concern:

C.A.P. Government, Inc. (CAP) hereby submits its response to the City of Fort Pierce (City) **Request for Proposals (RFP NO. 2023-038) for Annual Contract for Inspection Services.** CAP thoroughly understands the Scope of Work provided in the RFP. As required in the RFP, we have submitted our response in pdf format electronically via DemandStar.

CAP has been providing outsourced professional services to governmental clients in Florida for over thirty-four (34) years. Our corporate philosophy of delivering services is centered on creating a positive customer experience without sacrificing accuracy, efficiency and transparency. We believe that this complements the City's desire for its Building Department stakeholders. Most importantly we have been providing Inspection Services to the City of Fort Pierce since 2019. As you review our submittal, we call to your attention the following points:

- **Qualifications**. CAP was established in 1989 and in 1992 we pioneered the outsourcing of Building Department Services to the newly formed Village of Key Biscayne. We currently serve over seventy (70) municipalities and six (6) educational clients throughout Florida.

- **Staff Availability**. CAP has over two hundred and sixty (260+) employees who are fully qualified and licensed by the State of Florida Department of Business and Professional Regulations.

- **Services Location**. C.A.P. Government, Inc. is a State of Florida Corporation that operates out of three (3) corporate offices in Florida. Our clients stretch throughout Miami-Dade, Broward, Palm Beach, the Panhandle and Gulf Coast Counties. As we continue to expand and implement the use of the Electronic Plans Review (EPR) software, our "location" is anywhere we have access to the internet.

- **Technology**. Our commitment to providing exceptional service led us to launch and expand the use of remote, tech-driven building inspection services to keep projects moving successfully. Since 2013 CAP has been investing, developing, and implementing an EPR platform that allows our Plans Examiners to electronically access work **"real-time"**, maintaining efficiency and accuracy. In addition, our EPR platform allows the request for inspections at no cost to the City.

343 Almeria Avenue, Coral Gables, FL 33134 • O 305.448.1711 • F 305.448.1712
capfla.com

cap government

We commit to deliver efficient, cost-effective and quality solutions to the City of Fort Pierce by maintaining the necessary resources to provide inspection services required in the Scope of Services. Our experience and qualifications meet or exceed the requirements and expectations listed in the RFP.

Why us, by the numbers?

34	Years in Business (Est.1989)
31	Years Outsourcing Building Services Exclusively to the Government
11	**Municipal Clients - Full service**
60	Municipal Clients - Supplemental Services
6	Educational Clients
77	Total Building Department Outsourcing Clients
4	Years with the City of Fort Pierce
18	Years with the City of Weston
28	Years with the City of Aventura
10	Years providing Electronic Plan Review (EPR)
260 +	Employees dedicated to outsourcing Building Services

In closing, our company is the leader in providing Building Department Inspection Services to governmental agencies. In addition, C.A.P. Government works primarily for governmental agencies thereby avoiding potential conflicts of interest.

Finally, we thank you in advance for your consideration and respectfully request the opportunity to provide the City of Fort Pierce with the best quality services. If given the opportunity, we will continue to provide the high level of Building Department Inspection Services that is expected and required by the City. If you have any questions, please contact me at 305.458.6000.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

SECTION 2

ADDENDA ACKNOWLEDGEMENT

cap government
A Bureau Veritas Company

May 18, 2023

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR INSPECTION SERVICES

RFP NO. 2023-038

ADDENDUM NO. 1

The purpose of this addendum is to advise vendors that minor changes were inadvertently overlooked in preparation of the proposal documents. Please disregard the original document and use the **REVISED** proposal document, attached for preparing your submission.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Carlos A. Penin, PE
Typed or Printed

Company Name: C.A.P. Government, Inc.

Address: 1910 N. Florida Mango Rd., West Palm Beach, FL 33409

Date: 05/18/2023

/lh

SECTION 3

BUSINESS REQUIREMENTS

cap government
A Bureau Veritas Company

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
C.A.P. Government, Inc

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
P. O. Box 843599

Requester's name and address (optional)

6 City, state, and ZIP code
Dallas, TX 75284-3599

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
6 5 - 0 1 2 1 5 9 4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 5/2/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

ONLINE SERVICES

Apply for a License
Verify a Licensee
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File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:03:01 PM 10/3/2022

Licensee Information

Name:	**C.A.P. GOVERNMENT, INC. (Primary Name)**
Main Address:	**343 ALMERIA AVENUE CORAL GABLES Florida 33134**
County:	**DADE**

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**5344**
Status:	**Current**
Licensure Date:	**07/06/1989**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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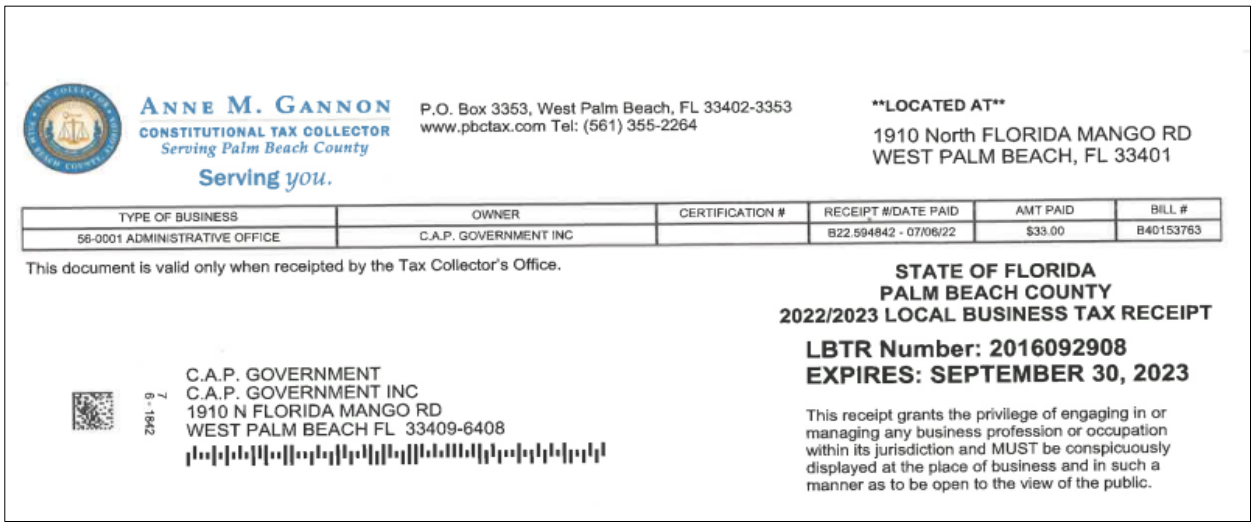
Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Section 4:

Qualifications/Experience

City of Fort Pierce – RFP No. 2023-038

Annual Contract for Inspection Services



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
1910 North FLORIDA MANGO RD
WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	C.A.P. GOVERNMENT INC		B22.594842 - 07/06/22	$33.00	B40153763

This document is valid only when receipted by the Tax Collector's Office.

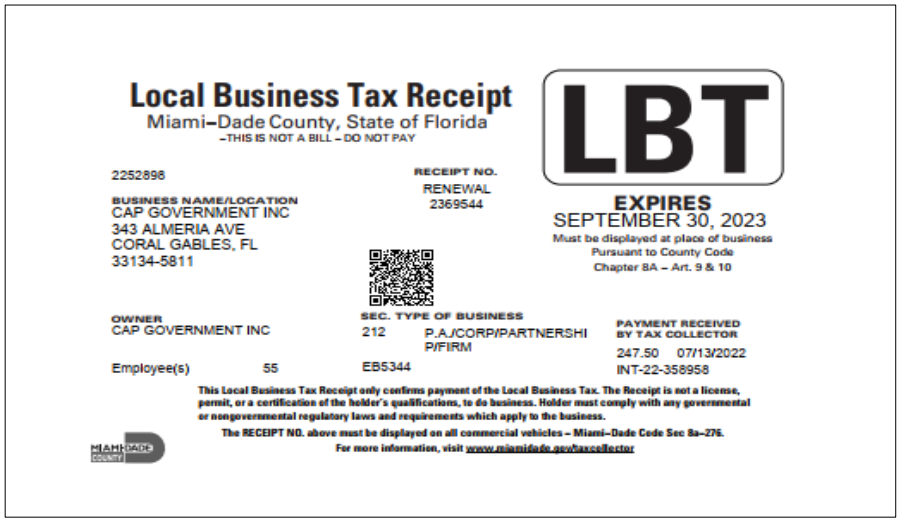
STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2016092908
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

C.A.P. GOVERNMENT
C.A.P. GOVERNMENT INC
1910 N FLORIDA MANGO RD
WEST PALM BEACH FL 33409-6408

7 - 1942



Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

2252898

RECEIPT NO.
RENEWAL
2369544

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
CAP GOVERNMENT INC
343 ALMERIA AVE
CORAL GABLES, FL
33134-5811

OWNER
CAP GOVERNMENT INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI P/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR
247.50 07/13/2022
INT-22-358958

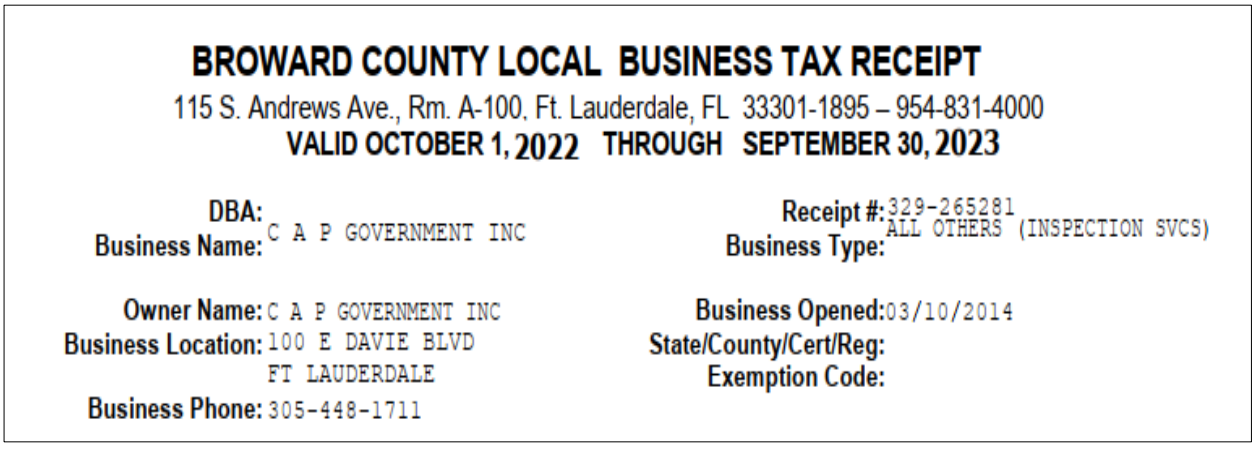
Employee(s) 55 EB5344

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: C A P GOVERNMENT INC

Receipt #: 329-265281
Business Type: ALL OTHERS (INSPECTION SVCS)

Owner Name: C A P GOVERNMENT INC
Business Location: 100 E DAVIE BLVD
FT LAUDERDALE
Business Phone: 305-448-1711

Business Opened: 03/10/2014
State/County/Cert/Reg:
Exemption Code:

SECTION 4

QUALIFICATIONS/EXPERIENCE

cap government
A Bureau Veritas Company

Section 4:

Qualifications/Experience

City of Fort Pierce – RFP No. 2023-038

Annual Contract for Inspection Services

C.A.P. Government, Inc. (CAP) was founded on **April 10, 1989,** by Mr. Carlos A. Penin, PE. In 1992 CAP entered into an agreement with the newly incorporated Village of Key Biscayne to offer the outsourcing of Building Department professional services. We have been doing so *continuously* since then. Today CAP is recognized as the leading firm in providing Building Department services to over seventy (70+) municipalities and to six (6) educational clients across Florida.

Our customer-centered approach to these services has helped us build a team of over two hundred and sixty (260+) Professional Engineers, Architects, Building Code Administrators, Plans Examiners, Inspectors, and Permit Technicians. **Our legacy of hard work and dedication has established us as a leader in our industry.** For over **thirty-four (34) years** CAP has maintained an exemplary track record of professional management of all phases of the building and permitting process. CAP's expertise involves developing tailored solutions to plans review, inspections, and code compliance services exclusively to government entities.

C.A.P. Government, Inc. is a State of Florida Corporation that operates out of three (3) offices in Florida. Our clients stretch throughout Miami-Dade, Broward, Palm Beach, the Gulf Coast, Central Florida, and Panhandle Counties.

C.A.P. GOVERNMENT, INC.

Miami-Dade - 343 Almeria Avenue, Coral Gables, FL 33134
Broward - 100 SE 12 Street, Fort Lauderdale, FL 33316
Palm Beach - 1910 N. Florida Mango Rd., WPB, FL 33409

C.A.P. Government, Inc. has outsourced Building Department services to government agencies in Miami-Dade, Broward, Palm Beach, Sarasota, Charlotte, and Lee Counties. Our legacy of hard work and dedication has established us as an industry leader.

Most importantly CAP has been providing Inspection services to the City of Fort Pierce since 2019.

The following examples are provided to highlight CAP's experience with similar contracts within the last five (5) years. They demonstrate the depth of our past performance and validate our successful history of providing professional outsourced services.

CITY OF AVENTURA	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 1995 to Present (28 Years)**
CITY OF WESTON	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 2005 to Present (18 Years)**
CITY OF SOUTH BAY	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 2010 to Present (13 Years)**
TOWN OF LAUDERDALE-BY-THE-SEA	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 2011 to Present (12 Years)**
CITY OF DANIA BEACH	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 2016 to Present (7 Years)**
PALM BEACH COUNTY	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 2015 to Present (8 Years)**
TOWN OF JUPITER	**Services Provided** Plans Review and Inspections **Dates of Services: 2019 to Present (4 Years)**

On the following pages we have enclosed all the required licenses to work under this Agreement.

Section 4:

Qualifications/Experience

City of Fort Pierce – RFP No. 2023-038

Annual Contract for Inspection Services

SCOPE OF SERVICES:

C.A.P. Government, Inc. (CAP) will continue to provide the City of Fort Pierce (City) with qualified, trained experienced employees licensed by the State of Florida Department of Business and Professional Regulation (DBPR). We are prepared to complete the work required in accordance with all applicable State of Florida Statutes and standards. Our focus is on a long-term "Commitment to Success".

We have reviewed the "Scope of Services" in this RFP, and we are confident that we will meet or exceed the level of services required by the City of Fort Pierce's Building Department.

Our team of certified professionals have knowledge of construction and engineering principles, techniques and all applicable building codes and regulations including City and State ordinances. We are well versed in all legal and technical requirements related to all disciplines including Public Works, Zoning and Code Compliance.

CAP has assembled a qualified team of inspectors to provide residential and commercial inspections in the following trades:

- *Structural*
- *Building*
- *Mechanical*
- *Electrical*
- *Plumbing*
- *1+2 Family (and Multi Family)*

Our top priority is to maintain an effective professional working relationship with City staff, contractors, homeowners, architects, engineers, developers, and customers of the City. CAP's staff will be available for consultation and to assist and provide information on building permitting and inspection issues to expedite the process.

CAP's staff will provide building inspection services under the Florida Building Code (FBC) including all applicable related regulations, laws, and rules within the City of Fort Pierce.

Our employees are required to participate in an annual Ethics Training Course, adhere to company's code of conduct and to take continuing education credits to maintain the required certifications for their trades.

All personnel are equipped with smart phones and I-Pads and will be capable of answering all consumer inquires in a timely manner. We take pride in customer service and believe that exceptional customer service builds trust and reduces problems for an efficient Building Department. Our Company culture is based on **"customer - centered services**.

EQUIPMENT:

All field inspectors are ready to perform services and are equipped with OSHA required safety equipment, i.e., steel toes shoes, hard hats, etc.

All of CAP's inspectors are provided with the necessary tools, equipment, cell phone and vehicle to inspection services. All company vehicles are licensed for use on public streets and licensed in the State of Florida. In addition, all of CAP's company vehicles have a CAP decal with our company logo.

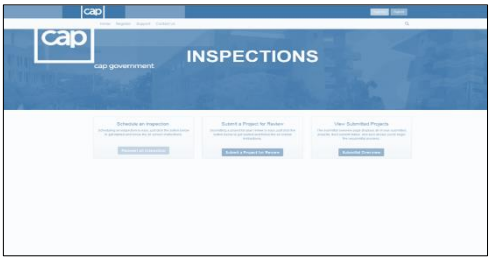
OVERVIEW OF SERVICES

The following descriptions provide an overview of our core service and demonstrate how CAP is positioned to provide inspection services needed by the City of Fort Pierce.

INSPECTION SERVICES

CAP's staff have extensive experience providing inspection services for municipal and educational clients. The firm's capabilities are reinforced through staff's familiarity with the Florida Building Code and all applicable building codes and regulations, including City codes and ordinances.

Inspectors will provide technical field inspections of buildings, equipment, and installations during various phases of construction; and grant inspection approvals if found in compliance with the Florida Building Codes, regulations and approved permit documents.



A written recommendation of approval or denial of each inspection will be provided with a clear observation of the findings to support such recommendations, including code sections applicable to the denials. On disapproved items, we will provide further discussions with Architects, Engineers, Contractors and owners builders to obtain the modifications necessary for approval.

Since 2013 CAP has been investing, developing, and implementing an EPR platform that allows our Plans Examiners to electronically access work **"real-time"**, maintaining efficiency and accuracy**. In addition, our EPR platform allows the request for inspections at no cost to the City.**

CAP has launched the use of remote, tech-driven building inspection services to keep projects moving successfully. We have conducted these inspections by using a video call on a smart phone or tablet. The inspection process utilizes technology to reduce costs, improve compliance, increase turn-around speed and minimize the need for travel.

KEY STAFF:

Mr. Carlos A. Penin, PE
Principal-in-Charge

Mr. Penin is the President and founder of C.A.P. Government, Inc. (CAP) and will serve as the Principal-in-Charge under this contract. Mr. Penin serves in an administrative capacity overseeing the daily operations of the firm. His responsibilities include determining the strategic direction of the company and carrying out the strategic plan through overseeing operations, marketing and business development activities, contract oversight, and staff management.
Mr. Penin will assure that the proper resources are allocated to the managing of this contract. He oversees the contractual responsibilities of all our clients and has a "hands on" management style to assure that all contractual obligations are met by our managers and staff.

Ms. Deborah Nutter, Bu, PX, BN
Building Official / Project Manager

Ms. Nutter has over thirty (30) years of experience in the building industry. Ms. Nutter holds various licenses as a building code administrator, electrical plans examiner and a building, electrical and mechanical inspector. She was recognized by the Building Officials Association of Florida (BOAF) and awarded "2018" Building Official of the Year.

Mr. Judson Dulany, Bu, PX, BN
QA/QC

Mr. Judson Dulany has over twenty (20) years of experience as a commercial, residential, and industrial State of Florida Certified building, roofing contractor. Knowledgeable in all aspects of construction, estimating, contracts, underground utilities, site work, foundations, and structural walls. He is immersed in CAP's day to day operations and is uniquely qualified to oversee the administration of a Building Department.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PENIN, CARLOS ANTONIO

343 ALMERIA AVENUE
CORAL GABLES FL 33134

LICENSE NUMBER: PE33216

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

State of Florida
Department of State

I certify from the records of this office that C.A.P. GOVERNMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1989.

The document number of this corporation is K80212.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 6, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of March, 2023

Secretary of State

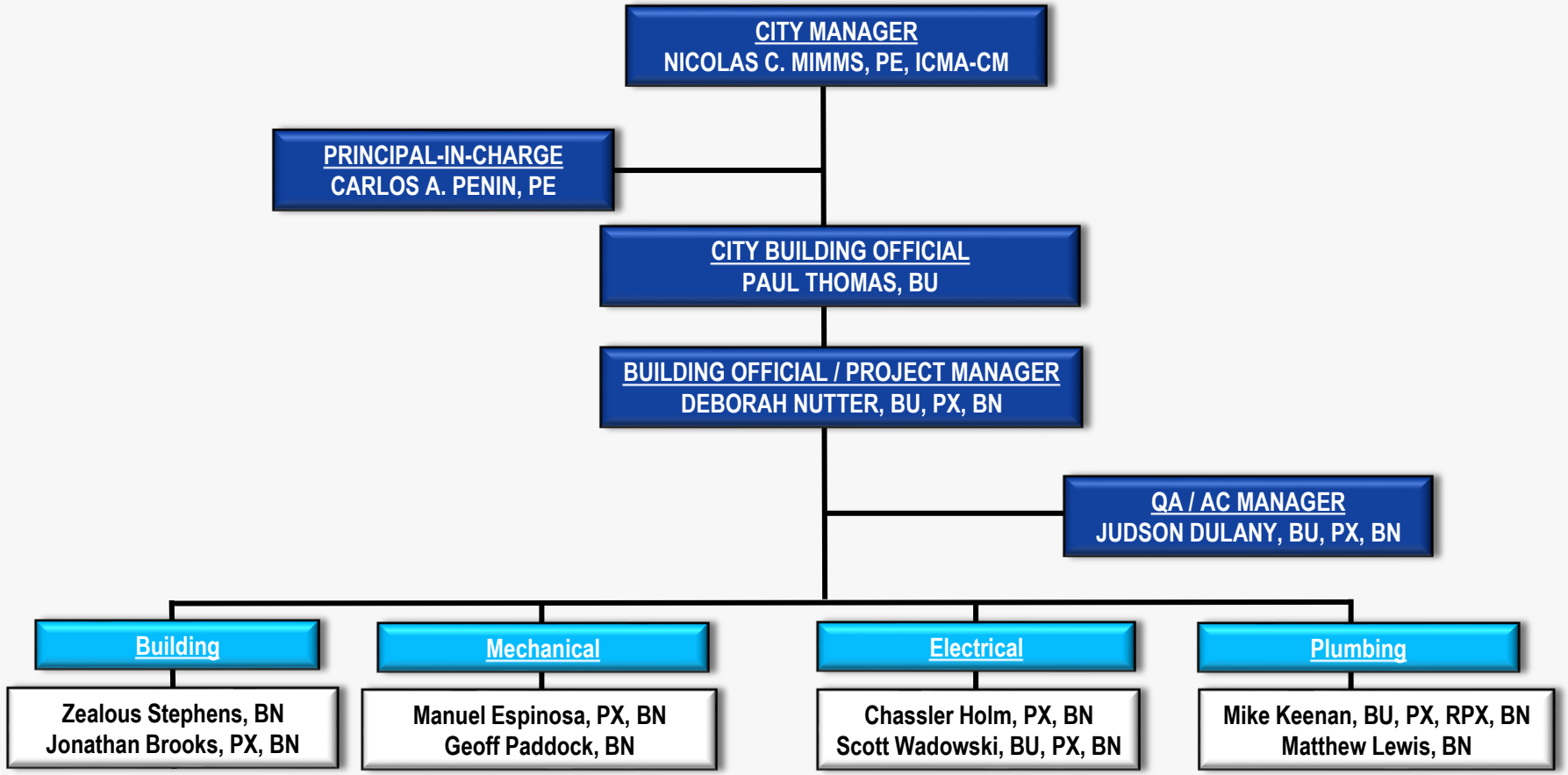
Tracking Number: 6052819205CC

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

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

PX – Plans Examiner
BN – Inspector
BU – Building Code Admiistrator

ORGANIZATIONAL CHART



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ONLINE SERVICES

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Continuing Education Course Search

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Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:01:10 AM 2/21/2023

Licensee Information

Name:	**PENIN, CARLOS ANTONIO (Primary Name)**
Main Address:	**343 ALMERIA AVENUE CORAL GABLES Florida 33134**
County:	**DADE**
License Mailing:	**343 ALMERIA AVENUE CORAL GABLES FL 33134**
County:	**DADE**

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**33216**
Status:	**Current,Active**
Licensure Date:	**03/25/1983**
Expires:	**02/28/2025**

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

7:12:53 PM 12/29/2021

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1990**
Status:	**Current,Active**
Licensure Date:	**02/26/2018**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

7:13:30 PM 12/29/2021

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3626**
Status:	**Current,Active**
Licensure Date:	**07/30/2015**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**07/30/2015**

Alternate Names

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Continuing Education Course Search

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

7:13:54 PM 12/29/2021

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6644**
Status:	**Current,Active**
Licensure Date:	**03/27/2015**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**03/27/2015**

Alternate Names

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View Application Status

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:16:48 PM 12/29/2021

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1478**
Status:	**Current,Active**
Licensure Date:	**05/02/2006**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:16:07 PM 12/29/2021

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX2657**
Status:	**Current,Active**
Licensure Date:	**03/13/2006**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Electrical	**03/13/2006**

Alternate Names

View Related License Information

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ONLINE SERVICES

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Verify a Licensee

View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:17:19 PM 12/29/2021

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Location:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN5093**
Status:	**Current,Active**
Licensure Date:	**09/23/2005**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**08/09/2006**
Electrical Inspector	**09/23/2005**
Residential	**05/05/2006**
Mechanical	**08/09/2006**

Alternate Names

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View License Complaint

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Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:17:41 PM 5/31/2022

Licensee Information

Name:	**STEPHEN, ZEALUS BUTTLER (Primary Name)**
Main Address:	**4301 SOUTH FLAMINGO RD SUITE 106 UNIT 172 DAVIE Florida 33330**
County:	**BROWARD**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN8335**
Status:	**Current,Active**
Licensure Date:	**10/11/2021**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**10/11/2021**

Alternate Names

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Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

6:28:02 PM 12/29/2021

Licensee Information

Name:	**BROOKS, JONATHAN NORRIS JR (Primary Name)**
Main Address:	**1349 WEST 35TH STREET RIVIERA BEACH Florida 33404**
County:	**PALM BEACH**

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3402**
Status:	**Current,Active**
Licensure Date:	**03/19/2012**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**03/19/2012**

Alternate Names

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View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

6:30:56 PM 12/29/2021

Licensee Information

Name:	**BROOKS, JONATHAN NORRIS JR (Primary Name)**
Main Address:	**1349 WEST 35TH STREET RIVIERA BEACH Florida 33404**
County:	**PALM BEACH**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6388**
Status:	**Current,Active**
Licensure Date:	**03/19/2012**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**03/19/2012**

Alternate Names

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Continuing Education Course Search

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Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:36:46 PM 12/17/2021

Licensee Information

Name:	**ESPINOSA, MANUEL E (Primary Name)**
Main Address:	**169 WEST TRAIL DRIVE WEST PALM BEACH Florida 33415**
County:	**PALM BEACH**

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4694**
Status:	**Current,Active**
Licensure Date:	**12/08/2021**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Mechanical	**12/08/2021**

Alternate Names

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File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:39:05 PM 12/17/2021

Licensee Information

Name:	**ESPINOSA, MANUEL E (Primary Name)**
Main Address:	**169 WEST TRAIL DRIVE WEST PALM BEACH Florida 33415**
County:	**PALM BEACH**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN8214**
Status:	**Current,Active**
Licensure Date:	**04/16/2021**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Mechanical	**04/16/2021**

Alternate Names

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File a Complaint

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View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:52:38 PM 11/4/2022

Licensee Information

Name:	**PADDOCK, GEOFFREY LYNN (Primary Name)**
Main Address:	**461 SW SUNDANCE TRAIL PORT ST LUCIE Florida 34953**
County:	**ST. LUCIE**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN8425**
Status:	**Current,Active**
Licensure Date:	**02/24/2022**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Mechanical	**02/24/2022**

Alternate Names

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Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:42:29 PM 5/31/2022

Licensee Information

Name:	**HOLM, CHASSLER (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4672**
Status:	**Current,Active**
Licensure Date:	**10/11/2021**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Electrical	**10/11/2021**

Alternate Names

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ONLINE SERVICES

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View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:43:31 PM 5/31/2022

Licensee Information

Name:	**HOLM, CHASSLER (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6901**
Status:	**Current,Active**
Licensure Date:	**08/01/2016**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Electrical Inspector	**08/01/2016**

Alternate Names

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Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:52:59 PM 5/31/2022

Licensee Information

Name:	**WADOWSKI, SCOTT EDWARD (Primary Name)**
Main Address:	**5777 SW 60TH PL OCALA Florida 34474**
County:	**MARION**

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU2171**
Status:	**Current,Active**
Licensure Date:	**02/24/2022**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective

Alternate Names

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Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:56:27 PM 5/31/2022

Licensee Information

Name:	**WADOWSKI, SCOTT EDWARD (Primary Name)**
Main Address:	**5777 SW 60TH PL OCALA Florida 34474**
County:	**MARION**

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4733**
Status:	**Current,Active**
Licensure Date:	**02/24/2022**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Electrical	**02/24/2022**

Alternate Names

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File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:59:51 PM 5/31/2022

Licensee Information

Name:	**WADOWSKI, SCOTT EDWARD (Primary Name)**
Main Address:	**5777 SW 60TH PL OCALA Florida 34474**
County:	**MARION**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN8426**
Status:	**Current,Active**
Licensure Date:	**02/24/2022**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Electrical Inspector	**02/24/2022**

Alternate Names

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Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

8:05:46 PM 1/4/2022

Licensee Information

Name:	**KEENAN, MICHAEL D (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU2007**
Status:	**Current,Active**
Licensure Date:	**08/27/2018**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective

Alternate Names

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Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

8:07:48 PM 1/4/2022

Licensee Information

Name:	**KEENAN, MICHAEL D (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3693**
Status:	**Current,Active**
Licensure Date:	**02/18/2016**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**02/18/2016**

Alternate Names

View Related License Information

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Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

8:07:05 PM 1/4/2022

Licensee Information

Name:	**KEENAN, MICHAEL D (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Residential Plans Examiner**
Rank:	**Residential**
License Number:	**RPX310**
Status:	**Current,Active**
Licensure Date:	**04/09/2019**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective

Alternate Names

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Continuing Education Course Search

View Application Status

Find Exam Information

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

8:08:20 PM 1/4/2022

Licensee Information

Name:	**KEENAN, MICHAEL D (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6687**
Status:	**Current,Active**
Licensure Date:	**06/26/2015**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**06/26/2015**
Coastal Construction	**01/12/2019**
Residential	**07/23/2018**

Alternate Names

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File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:52:38 PM 1/4/2022

Licensee Information

Name:	**LEWIS, MATTHEW BRIAN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN8061**
Status:	**Current,Active**
Licensure Date:	**08/31/2020**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**05/05/2021**
Plumbing	**08/31/2020**

Alternate Names

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SECTION 5

REFERENCES

cap government
A Bureau Veritas Company

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2023-038
ANNUAL CONTRACT FOR INSPECTION SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name:	Palm Beach County
Contact:	Mr. Doug Wise, Building Director
Address:	2300 N Jog Road, West Palm Beach, FL 33411
Telephone:	561.233.5000
Email:	dwise@pbcgov.org
Name:	Village of Wellington
Contact:	Mr. Matt Mills, Chief Building Inspector
Address:	12300 Forest Hill Blvd, Wellington, FL 33414
Telephone:	561.753.2507
Email:	mmills@wellingtonfl.gov

SECTION 6

COST PROPOSAL

cap government
A Bureau Veritas Company

PROPOSAL PRICING FORM
RFP NO. 2023-038 ~ ANNUAL CONTRACT FOR INSPECTION SERVICES

The following proposal(s) is submitted on behalf of: C.A.P. Government, Inc. for the requested services, in accordance with the agreements and specifications contained in RFP No. 2023-038.

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

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

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform Inspection services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. FULL TIME INSPECTOR _____ • Perform Inspection services	**BLDG, M,E, or P**	$ 75.00 per hour
		1 + 2 Family	$ 80.00 per hour
		Multi	$ 80.00 per hour
2	• Perform inspection services in excess Of 40 hours per week. • FULL TIME INSPECTOR OVERTIME	**BLDG, M,E, or P 1 + 2 Family**	$ 90.00 per hour
		Multi	$ 100.00 per hour
			$ 100.00 per hour
3	• Perform Inspection services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. _____ • PART TIME INSPECTOR	**BLDG, M,E, or P**	$ 82.50 per hour
		1 + 2 Family	$ 87.50 per hour
		Multi	$ 87.50 per hour $ 90.00 per hour
4	• Perform Inspection services. • Per Inspector on an as needed basis • AS NEEDED INSPECTOR	**BLDG, M,E, or P 1 + 2 Family**	$ 95.00 per hour
		Multi	$ 95.00 per hour

Section 6:

Cost Proposal

City of Fort Pierce – RFP No. 2023-038

Annual Contract for Inspection Services

C.A.P. Government, Inc's rates for clarification purposes.

ITEM	DESCRIPTION		HOURLY RATE
1	• Perform Inspection services.	BLDG, M,E, or P	$ 75.00 per hour
	• Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week.	1 + 2 Family	$ 80.00 per hour
	• FULL TIME INSPECTOR	Multi	$ 80.00 per hour
2	• Perform Inspection services	BLDG, M,E, or P	$ 90.00 per hour
	• Perform inspection services in excess of 40 hours per week	1 + 2 Family	$ 100.00 per hour
	• FULL TIME INSPECTOR OVERTIME	Multi	$ 100.00 per hour
3	• Perform Inspection services	BLDG, M,E, or P	$ 82.50 per hour
	• Per Inspector ~~(Plan Reviewer)~~: 4 hours per day, 18 – 22 hours per week.	1 + 2 Family	$ 87.50 per hour
	• PART TIME INSPECTOR	Multi	$ 87.50 per hour
4	• Perform Inspection services.	BLDG, M,E, or P	$ 90.00 per hour
	• Per Inspector on an as needed basis	1 + 2 Family	$ 95.00 per hour
	• AS NEEDED INSPECTOR	Multi	$ 95.00 per hour

SECTION 7

ADDITIONAL DATA

cap government
A Bureau Veritas Company

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that C.A.P. Government, Inc. does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

06/01/2023

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	x	
Include proof of proper licensing as stated in proposal documents.	x	
Include proof of proper insurance as stated in proposal documents.	x	
Did you include a list of all materials and equipment to be used in providing the service?	x	
Is Drug-Free Workplace form signed and enclosed?	x	
Proposal envelope is marked accordingly.	x	
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		
Disregard, if you are going to utilize the electronic submission option.		
Is each Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH PROPOSAL

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/15/2023

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Aon Risk Services Northeast, Inc.
NY NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 866-283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Allianz Global Risks US Insurance Co.	35300
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	Trumbull Insurance Company	27120
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables FL 33134 USA

COVERAGES **CERTIFICATE NUMBER:** 570099410160 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			USL00159323	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10 AB S41202 AOS	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $10,000			USL00163323	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10WNS41200 See State Policy Addendum	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Architects & Engineers Professional			USF00248023 Claims Made SIR applies per policy terms & conditions	01/01/2023	01/01/2024	Each Claim Aggrgate	$2,000,000 $4,000,000

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

The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability. City of Fort Pierce and its members, officials, officers, and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
100 North U. S. Highway 1
Fort Pierce FL 34954-1480 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570099410160

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AGENCY CUSTOMER ID: 570000048582

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	C.A.P. Government, Inc.
POLICY NUMBER: See Certificate Numbe 570099410160	
CARRIER: See Certificate Numbe 570099410160 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200	01/01/23-01/01/24	Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
10WNS41200	01/01/23-01/01/24	Twin City Fire Insurance Company FL,ND,OH,WA,WY
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Midwest AK,ID
10WNS41200	01/01/23-01/01/24	Hartford Casualty Insurance Company MO,WV
10WNS41200	01/01/23-01/01/24	Nutmeg Insurance Company CT,IL
10WNS41200	01/01/23-01/01/24	Hartford Fire Insurance Company NH,OR,PA
10WNS41200	01/01/23-01/01/24	Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200	01/01/23-01/01/24	Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of Illinois TX
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Southeast KS,MD
10WNS41200	01/01/23-01/01/24	Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
10WNS41200	01/01/23-01/01/24	Sentinel Insurance Company, Limited IA,NM,NV,OK
10WBRS41201	01/01/23-01/01/24	Twin City Fire Insurance Company WI
10WBRS41201	01/01/23-01/01/24	Hartford Underwriters Insurance Company MA
10WBRS41201	01/01/23-01/01/24	Hartford Fire Insurance Company PR

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FORT PIERCE, FL
THE SUNRISE CITY

cap
cap government
A Bureau Veritas Company

capfla.com

City Commission Meeting & Budget Hearing - 5:05 pm **12. c.**

Meeting Date: 09/05/2023

Re: Approval to Award RFP 2023-039 - Annual Contract Professional Plan Review Services

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval to award RFP 2023-039 for annual contracted Professional Plan Review Services to JPI of Melbourne, Florida in an amount up to $100,000.00 annually.

SUMMARY:

Due to the shortage of licensed plan reviewers and professionals in the Construction industry, the Building Department has offered RFP 2023-039, for which the invitation to bid was sent to 759 vendors. Twelve (12) vendors requested specifications with four (4) responding (57.14%) 0 "No Bid" (57.14% total response). The selection meeting date was held July 26, 2023. The selection committee evaluated each bid and considered the following: Experience and ability of the Proposed Primary Firm; Facilities equipment and capabilities; Quality of their product compared to others; Past performance of the primary firm; Willingness and ability to meet time and budget requirements; and Price. Out of a total 300 points, JPI of Melbourne, Florida achieved 255 points; CAP Government of West Palm Beach received 230 points; GFA International dba UES received 227 points and Willdan Engineering received a total of 195 points.

RECOMMENDATION:

Staff recommends approval to award RFP 2023-039 for annual contracted Professional Plan Review Services to JPI of Melbourne, Florida in an amount up to $100,000.00 annually.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Assistant Director of Building

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2023-24
Account:	4202902-534900

Amount: $100,000.00

FISCAL IMPACT:

4202902-534900 Building Department Contracted Services

Attachments

2023-039 Evaluation
2023-039 Bid Tabulation Memo
2023-039 Submittal - JPI
2023-039 Rate
2023-039 GFA dba UES
2023-039 Willdan Submittal
2023-039 CAP Govt Submittal

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	08/24/2023 07:06 PM
Finance Department	Johnna Morris	08/29/2023 11:20 AM
City Manager	Nick Mimms	08/30/2023 10:59 AM
Form Started By: Karen Murphy		Started On: 08/22/2023 08:12 AM
Final Approval Date: 08/30/2023		

PT

RFP NO. 2023-039 ANNUAL CONTRACT
PLAN REVIEW SERVICES
EVALUATION
MATRIX

	230	227	255	195
	~~23~~ RESPONDENTS			
CRITERIA	**C.A.P. Government.** West Palm Beach, FL	**GFA International dba UES.** Port St. Lucie, FL	**JPI.** Melbourne, FL	**Willdan Engineering** Orlando, FL
Experience and ability of the Proposed Primary Firm Points 20	20	20	20	20
Facilities equipment and capabilities Points 10	10	10	10	10
Quality of their product compared to others Points 5	5	5	5	5
Past Performance of the primary firm Points 10	5	5	0 *	0 *
Willingness and ability to meet time & budget requirements Points 15	10	10	15	15
Price Points 40	30	30	40	30
TOTAL	80	80	90	80

Please click on the "NOTES" below to go to the page 2 of the worksheet to record your notes for each of the proposals.

GUIDELINES:

1. Each Committee member shall review the submitted proposals and evaluate them individually
2. Evaluations shall be based on the predetermined criteria only. No other criteria or additional information may be used.
3. All criteria must be scored . If scoring "0" in any category, deficiencies need to be identified and comments proved as to the reason for "0" score
4. Keep in mind that all **scores and comments** become a part of the solicition file and are considered **public information.** Committee members should always have a reasonale, rational consistent basis for their scores, and be prepared to explain them to the Purchasing Representative, City Commission or Judge in the event of a protest.

* No Prior Experience with the Building Department in Ft. Pierce.

RFP NO. 2023-039 ANNUAL CONTRACT
PLAN REVIEW SERVICES
EVALUATION
MATRIX

CRITERIA	RESPONDENTS			
	C.A.P. Government. West Palm Beach, FL	GFA International dba UES. Port St. Lucie, FL	JPI. Melbourne, FL	Willdan Engineering Orlando, FL
Experience and ability of the Proposed Primary Firm Points 20	20	20	15	20
Facilities equipment and capabilities Points 10	10	10	10	10
Quality of their product compared to others Points 5	5	5	5	5
Past Performance of the primary firm Points 10	5	7	0	0
Willingness and ability to meet time & budget requirements Points 15	15	15	15	15
Price Points 40	30	25	30	20
TOTAL	85 0	82 0	75 0	70 0

Please click on the "NOTES" below to go to the page 2 of the worksheet to record your notes for each of the proposals.

GUIDELINES:

1. Each Committee member shall review the submitted proposals and evaluate them individually
2. Evaluations shall be based on the predetermined criteria only. No other criteria or additional information may be used.
3. All criteria must be scored . If scoring "0" in any category, deficiencies need to be identified and comments proved as to the reason for "0" score
4. Keep in mind that all **scores and comments** become a part of the solicition file and are considered **public information.** Committee members should always have a reasonale, rational consistent basis for their scores, and be prepared to explain them to the Purchasing Representative, City Commission or Judge in the event of a protest.

Shaun Coss
Evaluator 2

RFP NO. 2023-039 ANNUAL CONTRACT
PLAN REVIEW SERVICES
EVALUATION
MATRIX

CRITERIA	RESPONDENTS			
	C.A.P. Government. West Palm Beach, FL	GFA International dba UES. Port St. Lucie, FL	JPI. Melbourne, FL	Willdan Engineering Orlando, FL
Experience and ability of the Proposed Primary Firm Points 20	10	10	20	5
Facilities equipment and capabilities Points 10	10	10	10	10
Quality of their product compared to others Points 5	5	5	5	5
Past Performance of the primary firm Points 10	5	5	0	0
Willingness and ability to meet time & budget requirements Points 15	15	15	15	15
Price Points 40	20	20	40	10
TOTAL	65	65	90	45

Please click on the "NOTES" below to go to the page 2 of the worksheet to record your notes for each of the proposals.

GUIDELINES:

1. Each Committee member shall review the submitted proposals and evaluate them individually
2. Evaluations shall be based on the predetermined criteria only. No other criteria or additional information may be used.
3. All criteria must be scored . If scoring "0" in any category, deficiencies need to be identified and comments proved as to the reason for "0" score
4. Keep in mind that all **scores and comments** become a part of the solicition file and are considered **public information.** Committee members should always have a reasonale, rational consistent basis for their scores, and be prepared to explain them to the Purchasing Representative, City Commission or Judge in the event of a protest.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Paul Thomas, Building Official**

FROM: **Gelencia Carter, Purchasing Manager** GCarter

SUBJECT: **RFP No. 2023-0039 ~ Annual Contract for Plan Review Services**

DATE: **June 28, 2023**

Attached is the tabulation sheet for the above referenced proposal. All submittals were received via e-bid. The file is available for review in the Purchasing Division.

The invitation was sent to 759 vendors. Twelve (12) vendors requested specifications with four (4) responding (57.14%) 0 "No Bid" (57.14 % total response).

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

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

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

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

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

A recommendation to award form, saved in the Purchasing R Drive will need to be complete and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **August 7, 2023**, which is the expiration date of the proposal and responses.

/gc

Attachment

cc: Shaun Coss, Building Department Coordinator
Karen Murphy, Executive Assistant

CITY OF FORT PIERCE
TABULATION OF PROPOSALS

RFP ON:	**ANNUAL CONTRACT FOR PLAN REVIEW SERVICES**
RFP NUMBER:	**RFP NO. 2023- 039**
DATE:	06/06/23 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
4 of 12 = 33.33%
0 "No Bids"
Total = 33.33%

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

VENDOR
C.A.P. Government, Inc. West Palm Beach, FL
GFA International, Inc. dba Universal Engineering Sciences Port St. Lucie, FL
JPI Melbourne, FL
Willdan Engineering Orlando, FL

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

May 17, 2023

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

RFP NO. 2023-039

ADDENDUM NO. 1

The purpose of this addendum is to advise vendors that minor changes were inadvertently overlooked in preparation of the proposal documents. Please disregard the original document and use the **REVISED** proposal document, attached for preparing your submission.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Joseph Payne
Typed or Printed

Company Name: JPI

Address: 5995 S A1A
Melbourne Beach, FL
32951

Date: _____

/lh

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	RFP No: 2023-039
Pre-Proposal Conference Date: 11:00AM, MONDAY, MAY 22, 2023	RFP Title: ANNUAL CONTRACT FOR PLAN REVIEW SERVICES
Pre-Proposal Location: CITY HALL, 1ST FLOOR CONFERENCE ROOM 100 N. US HIGHWAY 1, FORT PIERCE, FL	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:30 PM, TUESDAY, JUNE 6, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: JPI --- Mailing Address: 5995 S A1A, Melbourne FL 32951	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
5995 S A1A, Melbourne FL 32951 :	Joseph Payne
Type of Entity (Select one): Corporation ___x_____ Partnership _____ Proprietorship _____	President
Incorporated in FL 2010	30 _____days, ARO
813.520.1683	Payment Terms: Net 30 Days
813.520.1683	80 064 0420
joe@jpiflorida.com	Local Business: ___Y __x_N MWBE: ___Y _x__N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

RFP No. 23-039

Annual Contract for Plan Review Services

Submitted to:
City of Fort Pierce – Purchasing Division
100 North U.S. #1
Fort Pierce, FL 34954

Contact:
Paul Thomas, Building Official
Phone: 727-489-3194
Email: frseauffer@cityoffortpierce.com

By:

June 6th at 3:30pm (EST) (Date of Proposal)

From:

5995 S A1a
Melbourne, FL 32951
c/o Joe Payne, PE MBA
joe@jpiflorida.com/ 813-520-1683

Submittal: Demandstar website

JPI TABLE OF CONTENTS

JPI provides the following Table of Contents for the major areas of the response. This report consecutively numbers all pages in the footer.

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LETTER OF TRANSMITTAL

June 5th, 2023

RFP No. 2023-039

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

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Dear Mr. Thomas and Members of the Evaluation Committee,

JPI is pleased to present our response to this advertisement. JPI appreciates the opportunity to submit our qualifications on this contract. **JPI has served the St. Lucie County Building Department since 2018 and wished to begin a relationship with the City of Fort Pierce.** JPI is 100 percent committed to government services, has no private industry clients, and has zero conflicts to the work of this contract. Please let this letter serve as our formal agreement to be bound by the submittal without modifications unless mutually agreed to upon further negotiations between The City and JPI. We have been in business for 13 years. We are qualified under the laws, rules, and regulations of the State of Florida to perform the work required by these contract documents. Our sunbiz.org document number is P10000059808 and Joe Payne is a Professional Engineer with a PE license of 55751. JPI assures our ability to meet the insurance and performance requirements set out in this RFP if selected for award. We certify we maintain a drug-free workplace program compliant with the standards within Florida Statutes § 440.102.

JPI's specialization is providing professional services to Building Departments, which is the purpose of this advertisement. JPI has a municipal service line dedicated 100% to serving public agencies with no conflicts of interest. JPI has local staff throughout the twenty municipalities that we service in the Tampa Bay area. As a summary of past experience supporting JPI's qualifications to perform these professional services, we offer the following:

1. JPI has worked in the area since 2018 over the course of our contract with St. Lucie County, through their reciprocal agreement with the County.
2. JPI routinely completes plan review for work within unincorporated St. Lucie County with a Fort Pierce post office address.

3. JPI is the consultant for numerous building departments in the Treasure Coast area including Martin County, City of Stuart, Indian River County, Brevard County, City of Melbourne, City of Palm Bay and in Okeechobee County.
4. Since 2018, JPI plan reviewers completed an estimated 10,000 plan reviews for St. Lucie County many of which were local to the City.
5. The Project Manager, Joe Payne, is the President of JPI and has 100% control of all resources proposed for RFP 2023-039, and fully commits to use these resources.
6. The JPI President will come out of the office to fulfill service requests on this contract.
7. JPI proposes professionals possessing all required licensure within this RFP. JPI proposes more than ten five back-up plans examiners to begin any future work.
8. JPI has a municipal service line which currently is 100% committed to servicing Building Departments.
9. JPI has personnel available currently to service in-house plan examiner roles.
10. JPI has local staff who will serve this contract.

Joe Payne, PE will be the binding agent and point of contact for this contract. Mr. Payne is the President of the company and a professional engineer with 30 years of experience. He will be the project manager for this contract #2023-039 and takes responsibility for review services. JPI is a Florida Owned Corporation and a statewide Professional Service firm. JPI was founded in 2010 after servicing state contracts as a sole proprietor for several years. The municipal service line is the primary source of business revenue for JPI. We look forward to working with The City.

In closing, JPI thanks you for the opportunity to submit on Contract 2023-039 and JPI wishes to establish an excellent working relationship with the City of Fort Pierce.

Sincerely,

Joe Payne, PE, President
joe@jpiflorida.com
800-488-1956

3. JPI is the consultant for numerous building departments in the Treasure Coast area including Martin County, City of Stuart, Indian River County, Brevard County, City of Melbourne, City of Palm Bay and in Okeechobee County.
4. Since 2018, JPI plan reviewers completed an estimated 10,000 plan reviews for St. Lucie County many of which were local to the City.
5. The Project Manager, Joe Payne, is the President of JPI and has 100% control of all resources proposed for RFP 2023-039, and fully commits to use these resources.
6. The JPI President will come out of the office to fulfill service requests on this contract.
7. JPI proposes professionals possessing all required licensure within this RFP. JPI proposes more than ten five back-up plans examiners to begin any future work.
8. JPI has a municipal service line which currently is 100% committed to servicing Building Departments.
9. JPI has personnel available currently to service in-house plan examiner roles.
10. JPI has local staff who will serve this contract.

Joe Payne, PE will be the binding agent and point of contact for this contract. Mr. Payne is the President of the company and a professional engineer with 30 years of experience. He will be the project manager for this contract #2023-039 and takes responsibility for review services. JPI is a Florida Owned Corporation and a statewide Professional Service firm. JPI was founded in 2010 after servicing state contracts as a sole proprietor for several years. The municipal service line is the primary source of business revenue for JPI. We look forward to working with The City.

In closing, JPI thanks you for the opportunity to submit on Contract 2023-039 and JPI wishes to establish an excellent working relationship with the City of Fort Pierce.

Sincerely,

Joe Payne, PE, President
joe@jpiflorida.com
800-488-1956

ORGANIZATION PROFILE AND QUALIFICATIONS

JPI has served the St. Lucie County Building Department since 2018

JPI is a statewide professional service firm, primarily serving municipal clients; specifically, building departments. JPI is a civil engineering company with a broad range of in-house professionals including Building Code Administrator professionals, Architects, and Engineers. JPI services over thirty similar clients, including the St. Lucie County Building Department. Joe Payne, PE, the Founder and President will serve as the Project Manager. Kevin Singley, CBO, Pete Swarr, PE, Scott Seigel, PE, and Andrew Manero, RA, are key/ primary individuals planned for this work. See the provided resumes for their experience. JPI's current production capacity is 1800 man-hours per week. Our current weekly commitment equals 1400 man-hours per week. We have a surplus capacity of 400 man-hours per week, ten full time equivalents, to service this contract. JPI has thirty licensed plan reviewers available and the President, Mr. Payne, does perform plan review services for JPI when needed by the client.

JPI has no conflicts of interest to this contract.

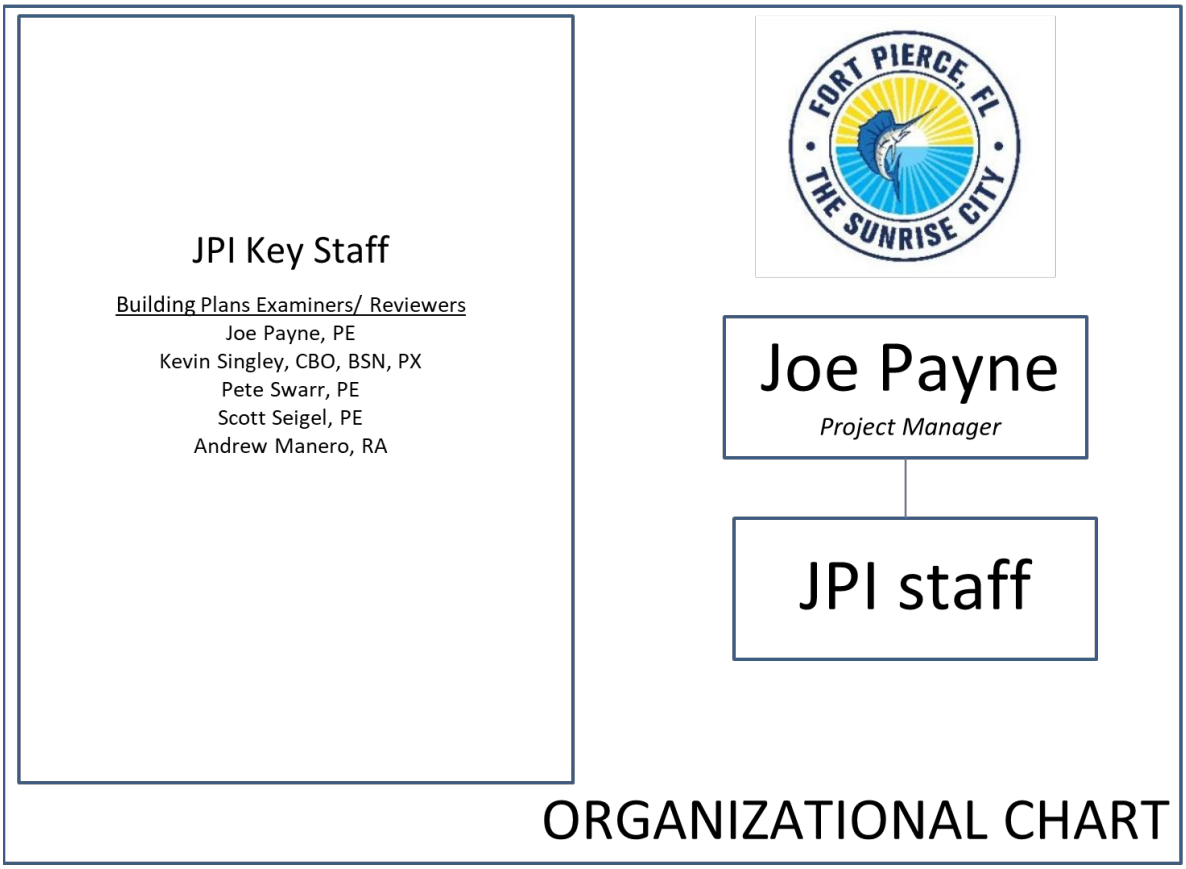
Joe Payne, PE, will be the binding agent and point of contact and Project Manager for this contract. Mr. Payne is the President of the company and a professional engineer with 30 years of experience. He has over 30 years of construction and engineering experience. He is a multi-discipline engineer well suited for the role of managing this RFP, which is a multi-discipline plans review contract. JPI is a Florida Owned Corporation and a statewide Professional Service firm. JPI was founded in 2010 after servicing state contracts as a sole proprietor for several years. The municipal service line is the primary source of business revenue for JPI. In closing, JPI thanks you for the opportunity to bid on this contract and JPI wishes to establish an excellent working relationship with the City. JPI has a staff of 45 professionals including full-time and part-time personnel. JPI will not subcontract any services under this contract. JPI only services municipal clients at this time, we have not private industry clients at this time, and are

completely committed to serve the City without conflict. Over the last decade, JPI completed approximately 50,000 man-hours of plan review work for building departments, and we estimate approximately 50,000 plan reviews. Reviews vary from over-the-counter reviews such as roof permits to multi-store commercial high-rise hotels. A unique reason to continue to select JPI is that JPI already performs these services statewide in Florida with current staffing who are available for the work.

The main benefit that JPI provides with our applied knowledge is PROBLEM SOLVING. This allows JPI to efficiently solve problems provided by the community during the application process. JPI provides a depth of services to our clientele with a variety of professionals including Engineers and Architects. This depth allows JPI to consider multi-discipline approaches to problems through our multi-discipline expertise. JPI has a competitive operational advantage to servicing this contract. The contract likely requires *variable service levels which may change weekly and daily*. JPI staffing includes part-time personnel and on-call personnel, who may become available to complete this contract on short notice. In addition, from our statewide presence, JPI has the financial resources to sustain staffing long term on this contract, even during periods when the City has zero service needs. Conversely, JPI also has the staffing resources to quickly increase to a production level of ten employees per week, with very little notice. **JPI has the capacity to handle both high and low volume at any time.**

JPI is the consultant for numerous building departments in the area including St. Lucie County, Martin County, Okeechobee School Board, and previously Indian River County. Also, we serve Brevard County, City of Melbourne, City of Palm Bay, City of Titusville, Indian Harbour Beach, and Cape Canaveral. Expanding, we service Lake County, City of Clermont, City of Altamonte Springs, City of Lake Mary, and City of Fernandina Beach. Also, we have a statewide presence through servicing agencies such as the City of Clearwater, City of Largo, City of St. Pete Beach, City of St. Petersburg, City of Treasure Island, City of South Pasadena, Town of Redington Shores, City of Pinellas Park, City of Tampa, Hillsborough County, and City of Tarpon Springs. JPI is a consultant for Sarasota County, City of Anna Maria, Town of Longboat Key, Charlotte County, and Lee County Florida.

The following organizational charts provide the Key Staff members for this contract. Consider them the first source of professionals for work:



The following summarizes our professional licensure for current employees:

JPI	DBPR
Joe Payne	FLPE55751
Greg Perlin	BN6576
Jorge Cedeno	BN4702
Jack McCabe	BN4613
Jason Steele	FLPE69234
Cory Brockett	FLPE74677
Bob Hightower	BN2430
Doug Walton	AR0007045
Greg Martin	BN3947, PX1848
Andrew Mareno	AR96338
Eddie Page	FLPE69045
Pete Swarr	FLPE44159
Robert Bryce	PX2783
Scott Seigel	FLPE60980
Andrew West	FLPE60301
Dan Folwell	BN6927
Rick Hoepner	FLPE23319
Ryan Ferry	BN6617
Mark Thornbloom	FLPE50107
Jon Thomas	BN7125
Kevin Singley	PX3601, BN4798, BU1872
Micheal Tew	PX2675, BN5003
Tony Murphy	AR100424
Luke Curtis	BU1975,RPX279,PX3717, CN6614
James Crouch	BN8698
Glenn Hall	PX3599, BN5324
Robert Peck	BN7567
Ezz Elgayar	BN6415

We provide the following five key references and also ten additional references:

1) **City of Palm Bay** - Valentino Perez, CBO, City of Palm Bay, 321-726-5614
2)

Interim Building Official and Multi-trade Inspection Services and Plans Examination Services. Also, Public Works professional services.
Joe Payne, Kevin Singley, Andrew Manero, Pete Swarr, Scott Seigel, Abraham Chabab, and Jorge Cedeno have worked on this contract. 2016 to current status – Approximately $2.2M of services. ***Three contract renewals.***

2) **St. Lucie County Government** - Monica Graziani | Building & Code Regulation Manager, Planning & Development Services, Ph: 772-462-1599 | 2300 Virginia Avenue, Fort Pierce, FL 34982, grazianim@stlucieco.org | www.stlucieco.org

Interim Building Official and Multi-trade Inspection Services and Plans Examination Services.
Joe Payne, Andrew Manero, Pete Swarr, Scott Seigel, and James McGuinness have worked on this contract/ 2018 to current status- approximately $2.0M of services. ***Four contract renewals.***

3) **Indian River County Government** - Scott P. McAdam, CBO, MCP, Building Official, Indian River County, Phone (772)226-1268, Fax (772) 770-5333.

Multi-trade Inspection Services and Plans Examination Services
2017 to current status – approximately $1M of services.

4) **Brevard County Government** – Terry Talbert, CBO
2725 Judge Fran Jamieson Way, Viera, Fl 32940, 321-633-2072 Ex. 52678/Fax 321-633-2087

Multi-trade Inspection Services and Plans Examination Services
Joe Payne, Doug Walton, Greg Martin, Pete Swarr, Rick Hoepner, Scott Seigel, MarkThornbloom, Andrew Manero, John Wiggins, and Andrew Chabab have worked on this contract/ 2016 to current status– approximately $4M of services. ***Three contract renewals.***

5) **City of Melbourne** - Steve Innes BCA FCA CFM | Building Official, Ph: 321-608-7926 | 900 E Strawbridge Ave, Melbourne, FL 32901, Steve.Innes@mlbfl.org|

Multi-trade Inspection Services and Plans Examination Services.
Joe Payne, Andrew Manero, Greg Martin, and Scott Seigel have worked on this contract/ 2016 to current status- approximately $0.5M of services. ***Three contract renewals.***

1) **City of Clearwater** - *Kevin Garriott, CBO*, 727-562-4567

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2016- *Current.* ***Three contract renewals.***

RESPONSIBILITIES: *Joe Payne, John Fahey, Joe Aukstikalnis, David Wilcox, Cory Brockett, and Greg Perlin. 2016 to current status – Approximately $1.2M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to three daily inspectors throughout the life of the contract. In addition, JPI provides up to two in-house plan review professionals as needed by the City to target a ten-day turnaround for reviews. JPI utilizes ePermits for inspections and plan reviews. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. JPI provides licensed CFMs for floodplain work. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work, could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

2) **City of St. Pete Beach** – *Julie Anderson, CBO,* 727-363-9244

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2022- *Current.* ***Sole source vendor***

RESPONSIBILITIES: *Joe Payne, Luke Curtis. Jon Thomas, Ryan Ferry, and Scott Seigel, have worked on this contract. 2022 to current status – Approximately $0.1M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector throughout the life of the contract. In addition, JPI provides remote commercial and multi-family residential plan review (iWorq) as needed by the City to target a ten-day turnaround for reviews. JPI works remotely and receives assignments from iWorq. JPI enters results electronically. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

3) **Pinellas County** – *Eve Spencer, CBO, AIA,* 727-464-3752

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2013- *Current.* ***Four contract renewals. Two renewals as sole source.***

RESPONSIBILITIES: *Joe Payne, Jack McCabe, Jon Thomas, Bob Hightower, David Wilcox, Cory Brockett, Andrew Manero, Scott Seigel and Greg Perlin. 2013 to current status – Approximately $7.0M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to ten daily inspectors throughout the life of the contract. In addition, JPI is an interim in-house plan review professional to target a ten-day turnaround for reviews. JPI utilizes hard copy tickets for inspections which were received at a standing morning meeting. Completes residential and commercial inspections.

☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. *For periods of time, JPI is the sole vendor for the Department completing up to 250 daily inspections*. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25% cost savings to the County through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work, could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

4) **City of Tarpon Springs** – *Kevin Powell, CBO, CFM*, 727-942-5604

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2017- *Current.* ***Three contract renewals/ Ttwo renewals as sole source.***

RESPONSIBILITIES: *Joe Payne, Ezz Elgayar, and Cory Brockett, have worked on this contract. 2017 to current status – Approximately $0.3M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector throughout the life of the contract. In addition, JPI provides remote commercial and multi-family residential plan review as needed by the City to target a ten-day turnaround for reviews. JPI utilizes hard tickets to complete inspections with a brief daily AM meeting in the office. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

5) **City of Clermont** - *Mark A. Grenier, CBO, MCP*, 352.241.7311

SCOPE: Commercial and Residential Building Inspection & Plans Review Services

DATE OF SERVICE: 2019- *Current.* ***Two contract renewals.***

RESPONSIBILITIES: *Joe Payne, Cory Brockett, Tony Murphy, Rick Hoepner, Mark Thornbloom, Luke Curtis, and Scott Seigel have worked on this contract. 2019 to current status – Approximately $0.5M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to three daily inspectors throughout the life of the contract. JPI provides weekly staffing schedules for Mr. Spears and Mr. Grenier. JPI provides daily results to Mr. Spears and as needed Mr. Colvin and Ms. Roderick. JPI works under eTrackit and related technologies by CRW systems/ Superion.

☐ Firm and Staff Contract Experience: JPI completes multi-trade residential and commercial inspections. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential inspectors (multi-trade) and has staff available for licensed commercial and residential plan reviewers (multi-trade).**

☐ Costs: JPI provides a daily 50% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work and could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

6) **Hillsborough County** – David M. Anthony, Chief Mechanical Inspector, 813-335-7570

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2016- *Current.* ***Three contract renewals.***

RESPONSIBILITIES: *Joe Payne, Jason Steele, Daniel Folwell, Pat Nolan, Michael Tew, and Julie Daniels have worked on this contract. 2016 to current status – Approximately $6.0M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to twelve daily building inspectors throughout the life of the contract. In addition, JPI provides two in-house plan review professionals as needed by the County to target a ten-day turnaround for reviews. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides staffing to the County to meet high volume demand. JPI is the primary vendor on this contract. There were no change orders.

7) **City of Largo** – *Matt Butler, CBO,* 727-586-7488

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2019- *Current.* ***Two contract renewals.***

RESPONSIBILITIES: *Joe Payne, Luke Curtis, Jon Thomas, and Robert Peck, have worked on this contract. 2019 to current status – Approximately $0.3M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector on call through the life of the contract. JPI uses a tablet to receive and enter results and has on occasion used a hard ticket system. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

8) **City of South Pasadena** – *Terri Sullivan, CBO,* 727-343-4192

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2022- *Current.* ***Sole source vendor.***

RESPONSIBILITIES: *Joe Payne, Luke Curtis, Jon Thomas, and Robert Peck, have worked on this contract. 2022 to current status – Approximately $0.1M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector on call through the life of the contract. JPI uses a hard ticket system. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

9) **City of Palm Bay** - *Valentino Perez, CBO*, 321-726-5614 (expanded reference description)

SCOPE: Interim Building Official and Multi-trade Inspection Services and Plans Examination Services. Public Works Services.

DATE OF SERVICE: 2016- *Current.* ***Three contract renewals.***

RESPONSIBILITIES: *Joe Payne, David Wilcox, Kevin Singley, Andrew Manero, Pete Swarr, Scott Seigel, Abraham Chabab, and Jorge Cedeno have worked on this contract. 2016 to current status – Approximately $2.2M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to eight daily inspectors throughout the life of the contract. In addition, JPI provides an in-house and remote plan review as needed by the City to target a ten-day turnaround for reviews. JPI utilizes HTE Mars, Naviline, BlueBeam, and Central Square on tablets and in the office. Completes residential and commercial inspections and plans review. On most days, JPI is the senior in-house plans reviewer and also responds to desk questions.

☐ Firm and Staff Contract Experience: JPI provides an Interim CBO on three separate occasions during the life of the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. JPI provides licensed engineers and licensed CFMs for floodplain work. JPI staff also possess multiple cross-discipline licenses including stormwater pollution prevention. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 50% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work and could have one professional handle both in a route, rather than needing two professionals. JPI provides a 40% cost savings as the interim building official through providing a work plan that isolated 24 hours per week of work that required a CBO license from 16 hours per week of administrative work within the CBO office. There were no change orders.

10) **City of Titusville** - *Steve Adams, CBO,* 321.567.3982

SCOPE: Commercial and Residential Building Inspection & Plans Review Services

DATE OF SERVICE: 2017- *Current.* ***Two contract renewals.***

RESPONSIBILITIES: *Joe Payne, Mark Thornbloom, Cory Brockett, Rick Hoepner, and Scott Seigel have worked on this contract. 2017 to current status – Approximately $0.4M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to three daily inspectors throughout the life of the contract. JPI provides weekly staffing schedules to Mr. Adams and Mr. Abel. JPI attended a daily 730am meeting to receive a hard ticket route and emailed results daily.

☐ Firm and Staff Contract Experience: JPI completes multi-trade residential and commercial inspections. All full-time staff on the contract are fully licensed as Engineers Architects or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential inspectors (multi-trade) and had staff available for licensed commercial and residential plan reviewers (multi-trade).**

☐ Costs: JPI provides a daily 50%-75% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work and could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

Joseph Payne PE, MBA

Curriculum Vitae

Credentials
Professional Engineer
Florida License #55751
Georgia License #33995
Delaware License #15439 (inactive status)

Corporate Office
5995 S A1A
Melbourne, FL 32951

Mailing Address
16057 Tampa Palms Blvd. , #242
Tampa, FL 33647

Phone
Cell: 813.731.1501

Internet
E-mail:joe@jpiflorida.com

Education
Masters of Business Administration
University of South Florida, Tampa, Florida

Bachelor of Science in Civil Engineering
Drexel University, Philadelphia, Pennsylvania

Graduate studies (Geotechnical Engineering- 1998)
New Jersey Institute of Technology, Newark, New Jersey

Continuing Education:
Florida Department of Financial Services (Neutral Evaluation) –2013
Florida Department of Financial Services (Mediation) - 2014
Florida Civil Circuit Court Mediator - (Pending 2014)
1802 Wind Hazard Mitigation Training – April 2011
Advanced MOT Work Zone – 2005
Amtrak Contractor Safety Training - 1999
OSHA 40 Hour Hazwoper – 1997

Professional Associations
Florida Board of Professional Engineers, Case Reviewer
Hillsborough County Plumbing Board of Adjustment, Appeals and Examiners (Engineer)
Hillsborough County Land Use Appeals Board (2009-2010)
Westchase Association Board of Directors (2007-2009)

Areas of Concentration
Municipal Services
Quality Assurance and Control Manager
General Civil/ Site Engineering
Public Sector Market Development
Environmental Resource Permitting
Pond Siting Reports
D.O.T. Drainage Connection Permits
Public Meetings

Professional Experience

Joe Payne Inc., Tampa, FL 2009-current
President
President of a full service civil engineering firm. Owner and Principal-In-Charge of three service lines (Municipal Service Line, Civil/Site Engineering, and State/ Federal). Consultant for thirty-five municipalities in the State of Florida. Provide professional opinions and consultation. Within the Municipal Service Line, common activities include Interim Building Official coverage, Residential and Commercial plan review (office and remote), and Residential and Commercial Inspector (paper based and tablet). Quality Control Officer for JPI.

Consultant for the Florida Board of Engineers. Complete plan reviews and provide professional opinions for complaint cases involving building code, sinkhole, site plans, inspections, and related professional activities. Provide professional opinions.

Consultant for the Florida Department of Financial Services. Engineering and Financial Management consultation.

Completed neutral evaluation for Department of Financial Services for sinkhole loss verifications and remediation methods. Cases in Hillsborough, Hernando, Pasco, Highlands, and other counties throughout Florida.

Louis Berger Group, Inc., Florida Statewide, 2013-2014
Special Consultant – Contract Role
Consultant for Louis Berger Group Florida Statewide marketing and business development pursuits. Project Manager for several Design-Build pursuits with a large international Design-Build contractor in South Florida. Project Manager for pursuits along SR 826 and HEFT. Proposal Manager for the Louis Berger team on the I-4 Ultimate P3 project. Proposal Manager for the Interstate Program Manager pursuit and Emergency Response General Consultant pursuits for FDOT.

Greenhorne & O'Mara, Clearwater, FL 4/08 to 8/09
Project Director
Worked as a Project Manager and Technical Director for a nationally ranked general civil and transportation consulting firm located in Tampa Bay. Project Manager for professional service contracts in the one million to three million dollar range. Won the

Hillsborough County TTF-2a contract at Broadway and Falkenburg which was the first Hillsborough County public works contract at the office. Closed FDOT Design-Build contracts for work in FDOT 2. Brought in construction permitting and dewatering contracts for work in Collier County. Set-up teaming agreements for contracts for FDOT Design-Build projects and shortlisted on D4 work. Project Director for Hillsborough County Public Works contracts. Assists the Office Manager in reaching $2.5 million dollar sales goal for public sector clients, primarily City, County, and alternate bid FDOT projects. Corporate restructuring led me to pursue a new home to continue my career.
References: Matt Fabrizio (Frmr. Project Manager), 727.423.0202

TY Lin, Inc., Tampa, FL 7/05 to 4/08
Associate/ Project Manager
Project Manager and Technical Lead Drainage Engineer for the Tampa Business Unit of an international structural and transportation engineering firm. Won the Hillsborough County General Civil Service contract for the office. Brought in several FDOT 1 DEMO assignments under prior contracts. Shortlisted on several Districtwide Drainage contracts and invited by FDOT 1 to present for them at the 2007 FICE conference. Project Manager for DOT reconstruction and County intersection improvement projects. Senior Drainage Engineer on multi-lane widening, new construction, and reconstruction highway projects. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities. Responsible for conformance to the FDOT Drainage Design Policy and the State of Florida regulatory standards and statutes. Senior Quality Control and Quality Assurance official for the Tampa Business Unit's Roadway Drainage Design activities. Represent clients at formal and informal Public Meetings.
Reference: John Darling (Frmr. Office Manager) 813.205.4623

American Consulting Engineers of Fla, Inc., Land O' Lakes, FL 4/04 to 7/05
Senior Drainage Engineer/ Project Manager
Statewide Drainage Engineer for a national transportation engineering firm. Senior Drainage Engineer on multi-lane widening, new construction, and reconstruction highway projects. Engineer of Record for work associated with Water Management Districts. Project Manager for City and County municipal projects with construction costs under one million dollars. Represented clients at formal and informal Public Meetings. Pursued and won several CDD contracts. Considered ownership opportunities until TYLIN approached me with a more affordable stock ownership plan.
Reference: John Kilgore (Office Manager) 813.927.0061

Coastal Engineering, Inc., Brooksville, FL 3/03 to 4/04
Assistant Director
Assistant Director for a privately owned site and civil engineering firm. Won and closed approximately an average of $25-50k of contracts per week with private clients during a very "hot" development market. Directed a 15 member technical staff completing residential and commercial construction plans for private developers. Engineer of Record for engineering work associated with Water Management District permitting, DOT Drainage Connection Permits, DOT Driveway Connection Permits, DOT Utility Permits, DOT R/W Permits, and DOT Access Management Connection Permits. Represented clients at Public Meetings.

Reference: Tom Mountain (Office Manager) 352.796.9423

Florida Department of Transportation, Tampa, 9/01 to 3/03
Assistant District Drainage Engineer
Worked as a Lead Permit Official for D.O.T. Drainage Connection Permit Reviews. Senior Engineer for engineering services completed by the Department for public services. Represented the State at formal and informal Public Meetings. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities.
Reference: Dwayne Kile (Frmr. Office Manager), 727.572.7111

Dames & Moore/ URS, Inc., Tampa, 7/00 to 9/01
Senior Drainage Engineer
Received an opportunity for a full time position at Dames & Moore. Engineer of Record for Roadway Drainage Engineering services on public transportation projects. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities.
Reference: Matt Fabrizio (Frmr. Project Manager), 727.423.0202

System One - 6/99 to 7/00
Contract position – Drainage Engineer
Designer and Engineer for roadway drainage consultation on public transportation projects. Designer and coordinator for engineering work associated with Water Management District permitting of stormwater management facilities.
Reference: Kevin Knudsen (Office Manager), Rob Garrigues (Frmr Supervisor) 813.289.5550

Frederic R. Harris, Inc., Philadelphia, PA 8/98 to 6/99
Civil Designer
Relocated back to Philadelphia to work for a major transportation company. Civil and Transportation Designer for a national transportation and public infrastructure engineering firm. Stormwater Management Design on road widening projects.
Reference: Timothy Gunner (Former Department Manager)

McNally Engineering. Oakland, NJ 4/97 to 8/98
Project Manager
Brown Caldwell was in the process of acquiring Eckenfelder. Pursued a management opportunity with McNally Engineering for job stability. Managed the design of small site and civil engineering service contracts. Coordinated environmental permits for these activities.
Reference: Mike McNally, Owner

Eckenfelder/ Brown Caldwell, Inc., Ramsey, NJ 8/95 to 4/97
Project Designer
Civil and Environmental Designer for a waste management division of a national environmental engineering firm. Completed a six month construction quality assurance assignment for a groundwater pump, treat, and reinjection system.
Reference: Mike Monteleone (Former Office Manager)

Kevin Singley
901 E Midway Rd.
Fort Pierce, FL 34982
772-618-0449
Kevin.singley@yahoo.com

Building Code Professional
Accomplished and integrity driven construction professional offering over 30 years' experience as a contractor, inspector, plans examiner, and building official. Recognized as a savvy leader with strengths in construction processes, defining and implementing continuous improvement strategies.

JPI Palm Bay/ Fernandina Beach FL/ Okeechobee
Plans Examiner/ CBO 08/2020-Present
Performs remote and in-house multi-trade plans examination.
Performs Temporary CBO coverage for Fernandina Beach and Okeechobee School Board. 03/2018 - 08/2020

UNIVERSAL *Building Inspection department manager*
Managed a department of Threshold Inspectors, Building code Inspectors, Plans examiners, and Building Code administrators. Performed private provider inspections and plan review. Developed relationships with new clients and maintained relationships with existing clients. Supervised business development managers and office staff. Held monthly budget meetings and reported to senior vice president of company.

Safebuilt LLC – South Florida 01/2016 - 03/2018
Building Official, Plans Examiner, Inspector
Performed the duties of Building Official, Plans examiner, and Inspector for multiple clients. Most time was spent between our Okeechobee and highland beach accounts but I was sent to dozens of municipalities on temporary a basis and perform all the above duties.

St. Lucie County BOCC – Fort Pierce, FL 06/2015 - 01/2016
Inspector
Performed daily inspections

Indian River BOCC – Vero beach, FL 08/2014 - 06/2015
Inspector
Performed daily inspections

St. Lucie County School District – Fort Pierce, FL 03/2002 - 08/2014
Inspector
Conducted daily Building Code Inspection, Fire inspections, and fire Plan review. Also served as the owner's rep, supervising contractors and design professionals

Licensures and Professional Development
State of Florida department of business and Professional regulation Certifications: (ALL Active)
Building Code Administrator
Standard Inspector – Building, Electrical, Mechanical, Plumbing, 1&2 Family Dwelling
Standard Plans examiner – Building, Electrical, Mechanical, Plumbing
State of Florida Fire Marshal Certifications: (not Active)
Fire Inspector I
Fire Plans Examiner
Education
Fort Pierce central High School – 1989 Graduate
U.S. Army Ordnance School – 1991 Graduate
Florida State Fire College – 2004-2008
Military Service
U.S. Army National Guard 1991-1994
Honorable Discharge- Enlistment time served

SCOTT ERIC SEIGEL, P.E., LEED AP, C.E.M., CxA, O.P.M.P.
Melbourne, FL
321.474.7302
Scott.Seigel@ymail.com

Areas of Experience

Building Inspection and Plans Reviewssss, Building Code, Mechanical Code, HVAC, Energy Savings Performance Contract (ESPC) Project Financial, Development and Implementation Strategies, Commercial, Building Controls and Field Service, Construction Management, Utility Analytics, Facilities Maintenance and Management

EDUCATION

Bachelor of Science, Mechanical Engineering, University of South Florida, Tampa, FL 1994
Master of Business Administration (Executive MBA Program) University of South Florida, Tampa, FL 2018

CERTIFICATIONS

Professional Engineer, Florida #60980; *Certified Energy Manager*, Association of Energy Engineers;
Commissioning Authority (CxA), AABC; *LEED AP,* USGBC; OPMP, ASHRAE

Experience

JPI – Building Inspector / Plans Examiner 2018-2021

◊ Multi trade building inspector/ Plans Examiner for several governmental agencies in Brevard County including the City of Titusville.

Technical Expert - Engineering Siemens Govt Technologies, USA 2013-2018

○ Customer Service ranking has improved year over year
○ Experience in balancing value propositions across multiple product portfolios
○ Mentored small and disadvantaged businesses to help exceed Federal Government SDB expectations
◊ Provided technical expertise for Energy Conservation Measures (ECMs)
○ Primary analysis included HVAC, Energy Management Control Systems (EMCS), Advanced Lighting Technologies, Cogen and Tri-gen Analysis, Water Reduction Strategies and utility structure analysis'
○ Emphasis in renewable energy portfolios: solar, biomass, wind, geothermal, solar thermal, hydro, and ocean technologies.
○ Final Determination for bundling of ECMs in an ESPC PA/IGA based on the SPB & finance term
○ Development of technical specifications and project schedules based on project requirements as determined by the team

DOD Project Sites: NSGB, USACE, Sigonella, Naples, Rota, Bahrain, Djibouti, CCAD, Var. UMCS Projects

Sr. Project Manager, Sain Engineering Associates (SEA), Birmingham, AL 2009-2013

◊ Directed Federal Project teams across 13-time zones
◊ Directed more than 30 EA and Cx project teams throughout the US, Middle East and Europe encompassing more than 50MMft^2 with projects exceeding $750MM. (80+ Engineers and Contractors - Direct Reports)
◊ Allocated resources based on contract compliance: day to day operations, scheduling, and deliverables
◊ Provided technical expertise for Energy Conservation Measures (ECMs)

DOD clients included GSA, US Navy, USACE, USAF, DOE, Army, ANG and Marine Corp

Sr. Principal Engineer, Williams-Russell & Johnson Engineers/Architects, Atlanta, GA 2009-2011 (Contract)

◊ Designed modified mechanical systems for $40MM educational facility i.e. Steam, CHW, DX, & CW
◊ Responsible Engineer of Record for all Florida projects
◊ Managed General and Mechanical Contractors on all required design modifications

Principal Engineer, General Physics Corporation, Titusville, FL 2008-2009

◊ Led Design Build Team for first major modification of CCAFS/KSC underground Cryogenic gas lines since the Apollo Era
◊ Developed new strategic plan which expanded General Physics business development and teaming capabilities

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- ○ Successful JV with 8A Design Firm for City of Orlando engineered design projects (>$10M)
- ○ Successful JV Teaming for PAFB AFTEC (>$180M Building)
- ◊ Engineer of Record for shovel ready project modifications across KSC, CCAFS, PAFB and Ascension Island

Owner/President, Easley Mechanical Services, Melbourne FL 2003–2008

- ◊ Commercial and Residential HVAC installation
- ◊ Startup company that approached $2M in revenue after 5 years (16 direct reports)
- ◊ Produced C-Suite analytics monthly, P&L responsibilities
- ◊ Performed all annual performance reviews, hiring, training, and mentoring of Technicians
- ◊ Directed all government and commercial sales efforts
- ◊ Developed a successful inventory control method then managed the SCM processes

Sr Facilities Engineer, Siemens Power Corporation, Orlando FL 2000 – 2003

- ◊ Responsible for the design, analysis, and project management of multiple self-determined mechanical and electrical projects in existing office buildings, data centers and laboratories across multiple divisions and 16 buildings (2.4Mft^2)
- ○ Design Projects: Chiller Plants, Data Centers, Multiple office renovations, exterior renovation(s)
  - ▪ Major Project: Major HVAC renovation of 260,000ft^2 headquarters building
  - ▪ Major Project: Construction of (2) 4-story 180,000 ft^2 buildings
- ◊ Specified design criteria, discussed and select minimum equipment requirements with outside equipment manufacturers
- ◊ Produced bid packages which included architectural, mechanical and electrical drawings and specifications
- ◊ Developed strategic plans for mechanical and electrical improvements. Typical facility upgrades included HVAC, temperature controls, electrical, chemical and mechanical equipment, hazmat and fire alarm systems

Engineering Team Lead Raytheon Constructor, Cape Canaveral, FL 1999-2000 (Contract)

- ◊ Led Mechanical Department Engineers, Field and Technical Support for the $250M+ Delta IV Launch Facility (Pad 37B)
- ○ Reduced construction costs by as much as $25M through correctly interpreting existing plans, design intent and specifications for Cryogenic piping and HVAC systems
- ○ Supervised mechanical, electrical and specialty niche contractors

Software Expertise

Analytics: R, Tableau; MS Office: Excel, Word, Project, PowerPoint; Engineering Software: Carrier E-20II, CMMS, Estimation, Tracer, Energy Plus, various load calculation programs

SCOTT ERIC SEIGEL, P.E., LEED AP, C.E.M., CxA, O.P.M.P.
Melbourne, FL
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Scott.Seigel@ymail.com

Volunteer Organizational Leadership

Executive Chairman, American Society of Mechanical Engineers, Cape Canaveral Florida Section 2000-2002

◊ Increased revenues 10-fold over a 12-month period

◊ Expanded Volunteer Executive Board from 5 members to 33 members; P&L responsibility

◊ Government Relations, Woman & Minorities Issues, Professional & Career Development Issues, College Relations, & Member Retention, STEM Teacher Awards, Scholarships, Publicity, and Technical Programs.

◊ Awarded 3 consecutive years, 2000-2002, as Best ASME Section Regionally and worldwide 2001, 2002

President, ASHRAE Space Coast Florida Chapter 2009, 2014

ASHRAE Region XII Chair, Government Activities 2014-2015

Military Experience: US NAVY Electrician

AWARDS

Technical Award for Leadership Canaveral Council of Technical Societies (CCTS)

Extensive Travel: 45 states and 41 countries

SWARR, PETER C., P.E.
Civil Construction Field Engineer
1535 Satinwood Court, NE, Palm Bay, FL 32905
(H)(321) 549-2070 (Cell) (443)-655-4982

EDUCATION

Lehigh University - B.S. Civil Engineering - 1982

REGISTRATIONS

Registered Professional Engineer in Pennsylvania - 2004

Registered Professional Engineer in Delaware - 2004

Registered Professional Engineer in South Carolina- 2009

Registered Professional Engineer in Illinois - 1992

Registered Professional Engineer in Florida - 1991

EXPERTISE

Project Management

Construction Management

Earthwork/Soils Projects

Project Controls – Cost and Schedule

Field Engineering

Owner/Client Relations

JPI 2017- CURRENT

Senior Plans Reviewer and Inspector for multiple trades (building, mechanical, plumbing, and electrical trades). Utilizes tablet to enter field results in real time. Primarily work in St.Lucie County.

SARGENT & LUNDY RESPONSIBILITIES

Mr. Swarr provides construction management leadership and support to Clients assisting them accomplish their project specific scope, schedule, cost, and quality objectives. During the pre-construction phase, his responsibilities include pre-construction planning, project scope development, budget and schedule preparation, bid preparation and award, and performing constructability reviews. In the construction execution phase, he monitors contractor work activities, verifies contractor schedule and work quality, assists in resolving design and installation questions, and administers construction contracts. He has capabilities to lead project teams or perform critical individual contributor role duties. He is a proficient verbal and written communicator.

EXPERIENCE

- **NIPSCo – Reynolds**

Assigned as a field construction engineer for the Reynolds substation and the Reynolds IN to Topeka, IN transmission line. Duties include management of construction activities, overseeing foundation installation, overseeing the delivery of transformers for the project, overseeing the installation of caissons for the substation components, and overseeing clearing of the right of way. (2015 to present)

- **Duke Energy – Oconee Nuclear Power Station**

  Civil Construction Field Engineer. Assigned to the Tornado/HELP and Protected Service Water Project as a Construction Implementation Engineer. During the design process, responsibilities were to provide concrete and structural-related constructability input and analysis to the Engineering Group for specific modifications. During the concrete and structural installation work, supported the Contractors leading activity to resolve Contractor field problems and initiating actions to remove barriers to Contractor installation success. (2009 to 2012). Recalled to site to expedite the drawing as-building process and to facilitate the installation of the PSW pump and associated piping system. In addition, designed various hangers required due to relocated equipment. (2013 to 2015)

- **Basin Electric Power Cooperative – Laramie River Station**

  Civil Construction Field Engineer. Assigned to the Circulating Water Piping Refurbishment Project. Duties were to conduct oversight and inspections of contractor CW piping refurbishment work during the plant outage. Refurbishment work consisted of cleaning, preparation, and coating internal CW piping surfaces. During the work, prepared inspection and progress reports. (2013)

- **OPPD – Fort Calhoun Nuclear Station**

  Civil Construction Field Engineer. Assigned to the Containment Internal Structures Project. Duties were to implement a concrete and structural inspection and testing program for reinforcement of reactor containment internal structures. (2013)

- **ECS Mid-Atlantic**

  Senior Project Engineer. Responsible for preparation of subsurface investigations; providing design recommendations for building foundations; assessment of subsurface data from field investigations; and training of geotechnical inspection personnel. Performed third-party construction inspections including civil, structural, mechanical, electrical, plumbing, insulation, and fire protection for various projects. Supervised field technicians performing soils, concrete, and structural steel inspections. Provided construction advice to clients as to methods to solve their construction problems, such as would be encountered in utility, roadway, or building installation. Performance of property condition assessments, environmental site assessments, and asbestos surveys. Projects included deep foundations for buildings, earthwork projects, residential subdivisions, subdivision roadways, commercial facilities, and industrial facilities in the Delaware, Southeastern Pennsylvania, and Northeastern Maryland region. (2003 to 2008)

- **ASC Geosciences**

  Senior Project Engineer. Responsible for preparation of subsurface investigations; providing design recommendations for building foundations; assessment of subsurface data from field investigations; and training of geotechnical inspection personnel. Supervised field

technicians performing soil, concrete, structural steel, masonry, and other special inspections. In addition, advised contractors as to methods to solve their geotechnical construction problems, such as would be encountered in utility, roadway, or building installation. Performance of environmental site assessments and asbestos surveys. Projects included deep foundations for buildings, residential subdivisions, subdivision roadways, and commercial facilities in the State of Florida. (2003)

- **Law & Associates**

  Senior Project Engineer. Responsible for preparation of subsurface investigations; providing design recommendations for building foundations, assessment of subsurface data from field investigations, and management and training of soils, concrete, structural steel, and masonry inspection personnel. (2001 to 2002)

- **HSA Engineers and Scientists**

  Senior Project Engineer. Responsible for preparation of subsurface investigations, providing recommendations for foundation design; assessment of subsurface data from field investigations; and management and training of geotechnical inspection personnel. (2000 to 2001)

- **Atlantic Testing Laboratories**

  Vice President and Chief Engineer. Responsible for preparation of subsurface investigations; providing recommendations for foundation design; assessment of subsurface data from field investigations; and management and training of soils, concrete, structural steel, and masonry inspection personnel. (1993 to 2000)

- **GSC Environmental Laboratories, Inc.**

  Senior Project Manager/Engineer/Asbestos Consultant. Responsibilities included: supervision of field personnel; marketing; performance of environmental assessments; technical reviews, conduction various other inspections and tests, management of field technicians. (1991 to 1993)

  Project Manager. Responsible for preparation of subsurface investigations; providing recommendations for foundation design, assessment of subsurface data from field investigations, and management and training of geotechnical inspection personnel. (1989 to 1991)

- **Frederick Ward Associates**

  Project Manager. Responsible for establishment of a geotechnical department; interface with clients (including contractors, governmental agencies, etc.); geotechnical recommendations; report preparation/review; training and supervising of lab and field inspectors. (1987 to 1989)

- **Robert B. Baiter Company**

  Project Engineer and Inspector. Responsible for performance of inspections and tests for construction materials including soils, concrete, and structural steel; providing recommendations for shallow and deep foundation systems, and report preparation. (1985 to 1987)

SWARR, PETER C., P.E.
Civil Construction Field Engineer
1535 Satinwood Court, NE, Palm Bay, FL 32905
(H)(321) 549-2070 (Cell) (443)-655-4982

SPECIFIC PROJECT EXPERIENCE

Westbridge Apartments, Annapolis, MD - Senior Project Manager and construction inspector.

The Crescent at Fells Point, Baltimore, MD - Senior Project engineer and construction inspector Domain Brewers Hill, Baltimore, MD - Senior Project engineer and construction inspector.

Annapolis Junction Commercial Park, MD - Senior Project engineer for inspection agency.

Wickham Road widening, Brevard County, FL - Engineer for inspection agency Dairy Road widening, Brevard County, FL - Engineer for inspection agency.

Kennedy Space Center, several projects, including Launch Pads 39 B (Shuttle) and 41 (Titan) - Geotechnical engineer and Engineer for inspection agency.

Walt Disney World, Emergency Services Facility - Geotechnical Engineer.

Walt Disney World, Buena Vista Drive Re-Paving- Engineer for testing agency.

Emerald Isles Condominiums, Panama City, FL - 23 Stories, Geotechnical Engineer, pile inspection, threshold construction inspections.

City of Palm Bay, FL - Geotechnical engineer for roadway re-construction/upgrades City of Melbourne, FL - Geotechnical engineer for roadway re-construction/upgrades.

ANDREW THOMAS MANERO

1113 Blossom Drive Sebastian, FL 32958
ph 561 901 3513, email: atmanero@gmail.com

OBJECTIVE

Collaborate with a team to promote Education & Awareness through the built environment.

CERTIFICATIONS

Registered Architect, AR96338
Interior Designer, ID6107
LEED BD+C

EXPERIENCE

JPI- JOE PAYNE INC., Plans Reviewer/ Building Inspector, August 2017-Present
Residential & Commercial Building Plans Reviewer (In-House) and Building Inspector
In-house Plans Reviewer for St. Lucie County and a Treasure Coast Municipality. Commercial plans examiner for JPI for projects multi-story commercial projects and other forms of commercial projects. Review Permit Documents, Permit Applications, & Notice of Commencement on site. Apply knowledge of Building Code in field to built conditions. Verify construction is compliant with Project Documents and Building Code

UMBER ARCHITECTURE LLC, President, 2013-Present
Residential & Commercial Project Architect
Prepare Construction Documents for Submission to Authority Having Jurisdiction
Review Plans submitted by Engineers, Consultants and Contractors
Meet with Building Official and Plan Reviewer's to walk-through Complex projects
Verify project is in compliance with the Construction Documents during Construction **Projects:**
Stratford Arms- 10,000 square foot Condominium Communal Area Renovation, Boca Raton, FL
Pure Vie- 1,500 Square Foot Spa & Yoga Studio Build-Out, Sarasota, FL
Bowen Residence- New 5,000 Square Foot House in Lighthouse Point, FL
Kathy's House- New 3,200 Square Foot House in Delray Beach, FL
Cohen Residence- 4,000 Square Foot Condominium Renovation in Boca Raton, FL
Kukes Residence- 5,300 Square Foot Condominium Renovation in Boca Raton, FL
Convissar Residence- Residential Addition
Swanson Residence- Residential Site Plan
Equestrian Way- Residential Remodel & Addition

LEIGHTON DESIGN GROUP, 2013-Present
Residential & Commercial Interior Design
Reviewed Plans and Construction Documents for ADA and Building Code Compliance. Project Management, Project Design, Drafting, Scheduling, Construction Administration. Review General Contractor's Bids, for completeness.

ANDREW T MANERO, ARCHITECT, Owner, 2012-2013

Residential & Commercial Architecture

Lupa Shoes- Retail renovation & re-branding

Programming: Analyzed display & storage requirements, created options for new store image

Design Development: Created new floor plan, lighting layout, and display systems within budget

Construction documents: Prepared bid documents, & permit sets

Ortega Lane- High-end residential design/build

Reviewed design concepts with owner & implemented into working drawings

Interviewed contractors, reviewed qualifications & bids

Created construction documents for city

Supervised construction, motivated contractors to meet deadlines

RENEWABLE LIVING INC, General Manager, 2011-2013

High End Interior Design/Build, Custom Fabrication & Installation

Manage general operations, systemization, finances, payroll, and insurance, create marketing material

Generate leads, convert to sale, and close deals

Estimate project costs, negotiate buy-outs, purchase materials, and coordinate installations

Supervise the design & construction teams

WEST ARCHITECTURE, Project Manager, 2010

Architecture & Construction

Met project budget and time schedule

Managed Construction Documents, Engineer Coordination, & Estimating.

Design/Build: Plan & implement fluidity of drawings for construction to minimize changes.

Historic Renovations: Synchronized notes on drawings to accommodate Historic Society &, Archeological requirements with modern construction methods.

Created marketing packages for RFP's

BALFOORT FINNVOLD ARCHITECTURE, Project Manager, 2007-2010

Architecture

Coordinated construction documents with owner, consultants, & city reviewers

LEED Projects: Documented and managed LEED Templates

Estimated and analyzed costs of materials, systems and finishes

Edited and assembled the Project Manual and Specifications

Custom Homes: Met with homeowners to, present select finishes and approve drawings, make sure the homeowner understood the drawings and was always satisfied

Created and presented 3d walkthroughs with selected finishes to homeowners

Completed projects on schedule in accordance with Housing Department requirements and secure permit from the Building Department

Contract Administration: Lead pre-bid & pre-construction meetings, observed job sites during construction administration, and approved pay applications

Addressed and problem solved building issues during construction

GLAVOVIC STUDIO INC, Project Manager, 2005-2006

Architecture, Urban Planning

Site Feasibility Report for Miami Beach: Systematically investigated site conditions, and current user groups

Developed conceptual design based on City Master Plan

Investigated precedents and interviewed potential users for a skate plaza

Compiled findings into a final document and Power Point presentation
Client extended contract for further consideration of project

ARCHITECTURAL DIMENSIONS, Drafter, 2004-2005

Architecture

Retail Stores: Gap Inc/ Old Navy/ Banana Republic
Worked with the project team to complete construction documents.
Administered quality control for drafting team.

ARCHITECTURAL INTERIORS OF SOUTH FLORIDA, Designer/ Drafter, 2001-2003

Interior Design

The Village of Merrick Park, Motorola, ATI Technical School
As build drawings, Construction Documents, Rendering.

ACADEMICS

Florida Atlantic University, Bachelor of Architecture 2006

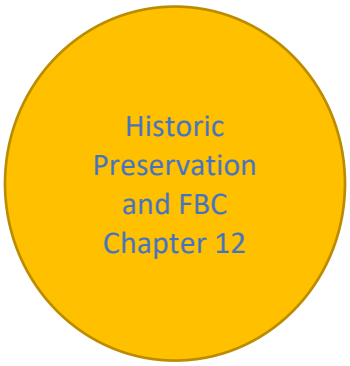
SKILLS

Accela Inspector
Masterspec software
Sketchup, Realistic Renderings
Auto CAD 2D and 3D
Adobe: Photoshop, Illustrator, In Design, Acrobat
Microsoft: Word, PowerPoint, Moviemaker, Outlook, Excel
QuickBooks

GENERAL INFORMATION

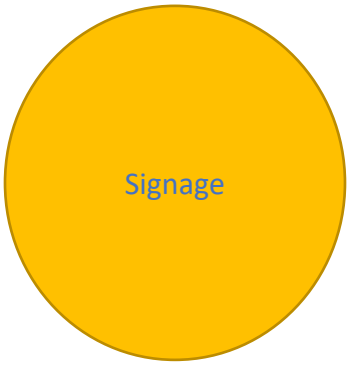
JPI has vast experience with plan review of applications within tourism areas. This primarily comes from our vast clientele in St. Lucie County and coastal areas through Florida. We find that key factors in plan review for visitor tourism and marketing are as follows:

1) Historic Preservation
2) Signage
3) Accessibility
4) Review schedules



Historic Preservation is a key building code activity for tourism in Florida. Our tourism quite often features Historic buildings which are popular for local tourism and out of town tourism. Preservation supports federal funding also for the project to maintain the building in its historic state. FBC Chapter 12 provides Code on Historic Buildings. The intent is to provide means for occupant safety, property conservation and use of designated historic buildings while protecting those elements, spaces and features that make these buildings historically or architecturally significant.

Signage beautifies tourism areas and provides marketing platforms for communities. Appendix H Signs of the Florida Building Code provides Code on the erection of signs. Chapter 31 discusses special construction. Other sections also discuss signage. NEC 2017 provides lighting Code for signage.



One key factor of the Building Code which affects marketing and tourism is accessibility. JPI completes a thorough accessibility review of sidewalks, access, corridor widths and lobbies of common areas. Tourism and marketing projects provide future tax revenues, so with cash flow, always comes the importance of schedule, specifically plan review schedules. These projects may receive priority plan reviews due to the stakeholders involved in the community.

JPI completed plan reviews on a variety of projects over the years with our clientele involving marketing and tourism. Here are three examples:

1) St. Lucie County. St Lucie County has an Office of Tourism which we interface with on key projects. One example, is that JPI has completed plan reviews and other professional services at hangers within the Treasure Coast International Airport.
2) Clearwater, FL. JPI has completed plan reviews and inspections for a variety of new high-rise hotels in Clearwater and Clearwater Beach, FL. The most recent project is the Alanik Hotel in Clearwater Beach, FL which broke ground in 2023.
3) Fernandina Beach. Fernandina Beach Main Street is regulated by the National Trust for Historic Preservation. Demolition within most commercial building in this area is limited to what is allowable the Preservation. These restrictions far surpass the Building Codes for certain work, as Preservation is the key goal.

CERTIFICATES

JPI provides DBPR and sunbiz.org certificates. Also, we provide a summary table of our employee licensure.

JPI	DBPR	Years Exp
Joe Payne	FLPE55751	30
Greg Perlin	BN6576	40
Jack McCabe	BN4613	50
Jason Steele	FLPE69234	20
Cory Brockett	FLPE74677	20
Bob Hightower	BN2430	40
Doug Walton	AR0007045	50
Andrew Chupka	FLPE46655	40
Juan Mastrapa	FLPE68217	30
Greg Martin	BN3947, PX1848	40
John Wiggins	BN2384	40
Andrew Mareno	AR96338	20
Eddie Page	FLPE69045	30
Pete Swarr	FLPE44159	40
Ezz Elgayar	BN6415	40
Robert Bryce	PX2783	45
Scott Seigel	FLPE60980	30
Luke Curtis	RPX279, PX3717, BN6614, BU1975	30
Andrew West	FLPE60301	30
Dan Folwell	BN6927	40
Charles M. Nolan	FLPE19889	45
Rick Hoepner	FLPE23319	50
Ryan Ferry	BN6617	15
Mark Thornbloom	FLPE50107	35
Jon Thomas	BN7125	15
Glenn Hall	PX3588, BN5324	50
Kevin Singley	PX3601, BN4798, BU1872	30
Micheal Tew	PX2675, BN5003	30
Tony Murphy	AR100424	35
Robert Peck	BN7567	40
James Crouch	BN8698	40

Detail by Entity Name

Florida Profit Corporation
JOE PAYNE, INC.

Filing Information

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Principal Address

5995 S HIGHWAY A1A
MELBOURNE BEACH, FL 32951

Changed: 06/28/2021

Mailing Address

5995 S HIGHWAY A1A
MELBOURNE BEACH, FL 32951

Changed: 02/09/2022

Registered Agent Name & Address

PAYNE, JOSEPH
5995 S Highway A1a
MELBOURNE BEACH, FL 32951

Address Changed: 01/23/2022

Officer/Director Detail

Name & Address

Title DPST

PAYNE, JOSEPH
5995 S Highway A1a
MELBOURNE BEACH, FL 32951

Annual Reports

Report Year	Filed Date
2021	01/11/2021

2022	01/23/2022
2023	01/19/2023

Document Images

01/19/2023 -- ANNUAL REPORT	View image in PDF format
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01/10/2017 -- ANNUAL REPORT	View image in PDF format
07/07/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
04/19/2014 -- ANNUAL REPORT	View image in PDF format
04/27/2013 -- ANNUAL REPORT	View image in PDF format
04/12/2012 -- ANNUAL REPORT	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
07/21/2010 -- Domestic Profit	View image in PDF format

ONLINE SERVICES

Apply for a License

Verify a Licensee

View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:50:56 AM 6/1/2023

Licensee Information

Name:	**JOE PAYNE, INC. (Primary Name)**
Main Address:	**5995 S HIGHWAY A1A** **MELBOURNE BEACH Florida 32951**
County:	**BREVARD**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**29882**
Status:	**Current**
Licensure Date:	**04/24/2012**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

Previous on List . Next on List . Return to List

Filing History

Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

JPI

Filing Information

Registration Number	G15000008007
Status	ACTIVE
Filed Date	01/23/2015
Expiration Date	12/31/2025
Current Owners	1
County	HILLSBOROUGH
Total Pages	4
Events Filed	3
FEI/EIN Number	80-0640420

Mailing Address

5995 S HIGHWAY ALA
MELBOURNE BEACH, FL 32951

Owner Information

JOE PAYNE, INC.
5995 S HIGHWAY ALA
MELBOURNE BEACH, FL 32951
FEI/EIN Number: 80-0640420
Document Number: P10000059808

Document Images

01/23/2015 -- REGISTRATION	View image in PDF format
02/07/2022 -- CHANGE NAME/ADDRESS	View image in PDF format
05/27/2021 -- CHANGE NAME/ADDRESS	View image in PDF format
01/12/2020 -- Fictitious Name Renewal Filing	View image in PDF format

Previous on List . Next on List . Return to List

Filing History

Fictitious Name Search
Submit

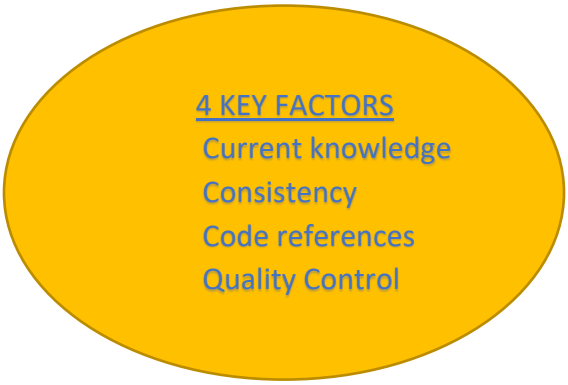
FINANCIAL DATA

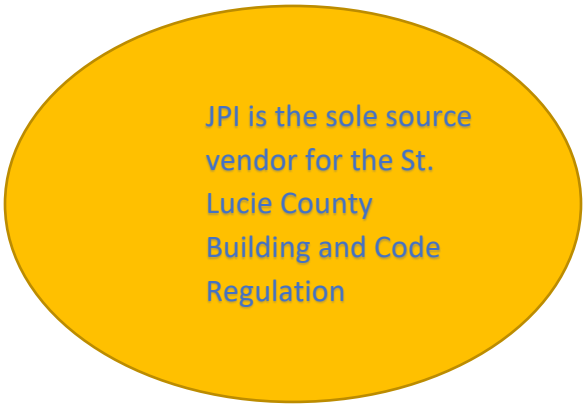
JPI's Dunn and Bradstreet number is 039948949. If necessary, we will submit our 1120 tax forms as proprietary during the selection process.

SCOPE OF WORK

Our Approach to the Scope of Work is based on our sound knowledge of Building Code Review from our statewide contracts. There are several key factors of measurement for the success of the Approach to the Scope of Work. From our experience, JPI found that the citizen and contractor end user's needs are best met through four key factors:

1) Current knowledge
2) Consistency
3) Code references
4) Quality Control





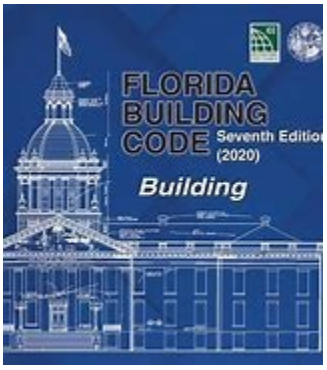
Current knowledge is a key factor for this work. JPI possesses technical staff who are subject matter experts in plan review. Through our current work with plan review, JPI maintains knowledge of Technical Bulletins, Code Advisories, and Code Updates. JPI possesses this knowledge in both residential and commercial construction and in all trades. From feedback that we receive from our current clientele, our commercial plan review is very thorough with code references and cross reference to NFPA and other codes. JPI has worked with St. Lucie County since 2018 and is familiar with how to interact with the local builder community.

The second key factor is Consistency. Specifically, with the Pass/Fail rate of our work for statistical significance to the City employees. This establishes consistency between resources and provides consistency to the citizens of Fort Pierce. The contractor community is sensitive to a new plan reviewer creating review comments unseen regularly in the community. JPI proposes to initially contact the Building Division with our proposed comments prior to posting to the applicant. JPI possesses several standard comment files, with code refences, that we can share with the Building Division.

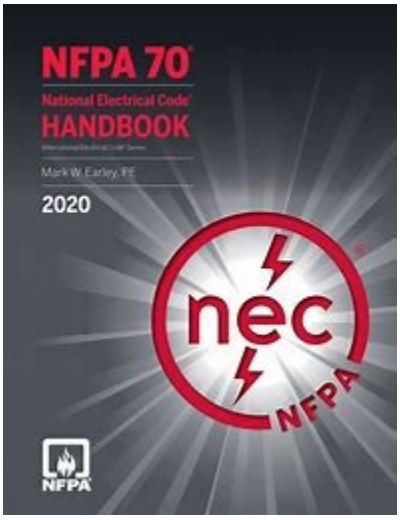
JPI possesses permitting software knowledge through our past and current work. We are familiar with the main screen which lists the active reviews in que. As an on-call provider, JPI provided professional services for all trades including electrical, mechanical, building, and plumbing trade professionals. JPI is different from our competitors because of our availability of multi-trade staff and the personal touch of the Owner, Mr. Payne, who will leave the office and assist clients with plan review services. **Mr. Payne regularly reviews plans for Mr. McCloud.** JPI is a 100% Florida Based company with 100% of our employees residing and working in Florida.

Our notice period to provide staffing ranges from **five minutes** to five days. When the City provides five days of notice, JPI will typically serve these requests 100 percent of the time. When the City provides 24 hours of notice, JPI will typically serve these requests 90 percent of the time. When the City calls us in the morning of the day requiring plan review, we still can meet this request with a 50 percent reliability, by having local staff and the ability of the Owner Mr. Payne, to leave the office and service contracts "hands-on".

JPI will provide all equipment necessary for this work and has done so as an incumbent. JPI employees maintain FBC, NEC, NFPA, ICC and other related code references as they complete their work. For plan review, 30 full-time equivalents, FTE's, can perform plan review with at least 10 FTEs per trade available (due to multi-trade licensure). JPI has four licensed building officials available for this contract and twenty licensed professional engineers.

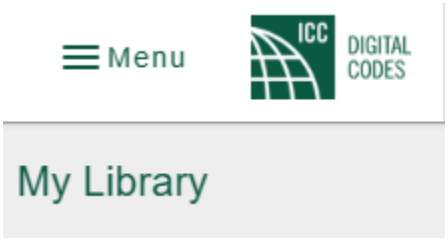


The third key factor is Code References. JPI proposes a **WORK Plan** unique to the services listed within this RFP. Our **WORK Plan** will consider all regulatory Codes for this Work Objective. The 2020 FBC, Mechanical, 7th edition will regulate policy for HVAC systems. The 2010 ADA will regulate the ADA inspections along with Accessibility Code. The 2020 FBC including the Existing Conditions Chapter, will regulate building code compliance, doors and hardware, fences, structural aspects of Fireplaces & Chimney, Insulation, Roofing Systems, Seawalls, Docks, and Structural Components. Florida Elevator Code Authority and FBC Chapter 30 (over three stories) regulates elevators. NFPA 70 regulates fire protection and co-regulated NEC 2017 and 2020. ASCE 7-16 regulates wind loads. The Energy Code is an overlapping regulation. Solar Energy Code is regulated in several locations including Chapter 23 of the Residential Code and Chapter 14 of the Mechanical Code, and the Florida Plumbing Code. FBC Chapters 4 and 45 regulate swimming pools and saunas. The Florida Plumbing Code regulates plumbing systems, plumbing and pool heaters, and the Gas



Code regulates gas pool heaters. Additional Code considerations within our Operational Plan include NFIP, NPDES, ACOE, FAA47CFR, and FAA107 for the developing Drone technologies for roof inspections.

Continuing with this **WORK Plan**, JPI will input the daily plan review results in a timely fashion. JPI professionals will utilize individual emails and direct phone numbers to communicate with City constituents. JPI has multi-trade professionals who will review and process construction plans for issuance of building permits under the Florida Building Code. JPI will enforce other agency submittals including FEMA, Driveway permit, and FDEP. JPI will maintain records of work conveniently through creating a pdf of the results. JPI will enforce the 50/50 rule for substantial improvements for FEMA on projects and review and maintain all records required by Federal Emergency Management Agency ("FEMA") in association with the processing of building permits in the format required by FEMA. JPI will maintain all records and documents in accordance with Public Records Law (Chapter 119, Florida Statutes) and using the current General Records Schedule GS1-SL (For State and Local Government Agencies) which includes the GS6 (For Building Departments). This expands to include code enforcement of hazards, nuisances, and violations. JPI's multi-trade professionals and licensed engineers will assist in the preparation of the Insurance Services Office (ISO) evaluation for the City.

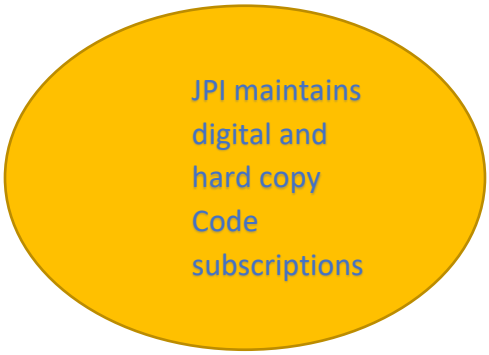


JPI Professionals possess OSHA Level D attire with JPI logo shirts. In the office, JPI professionals will dress in business casual with JPI logo shirts. JPI personnel have smart phones with mobile hotspots and Bluetooth for ease of Wi-Fi and platform access. In addition, JPI personnel utilize Ipads which contain training and continuing education software. All JPI Building Code Professionals receive continuing education for license renewals. Engineers receive continuing education bi-annually for license renewals as do Registered Architects. JPI has a digital subscription to the ICC digital library and as continuing education all employees reference a digital subscription of the Florida Building Code in their practice along with the use of ICC code check books.

JPI will initially utilize staff already located locally. Joe Payne is the Project Manager. JPI is a statewide firm staffed with a TEAM ORGANIZATION of 40 professionals. Our company's operational capacity is 1800 hours per week. Currently, we are running at approximately 1400 hours per week billable which is our current and projected workload. We have up to 400 hours per week of surplus capacity available to service this contract. This is approximately ten full-time equivalents. We are operating at 77.78% capacity with 22.22% availability to support our WORK PLAN.

JPI's **EXPERIENCE** includes successful and practical work on similar projects. JPI currently serves numerous similar agencies including St. Lucie County, Martin County, Brevard County,

City of Stuart, and previously, Indian River County. JPI has a proven track record of excellent customer service, and the City may contact any of our references to verify the same. JPI will perform the duties of the Plan Examiner to accept and review plans, issue permits, perform inspections, issue certificates of occupancy and perform other Florida Building Code and City Code duties.

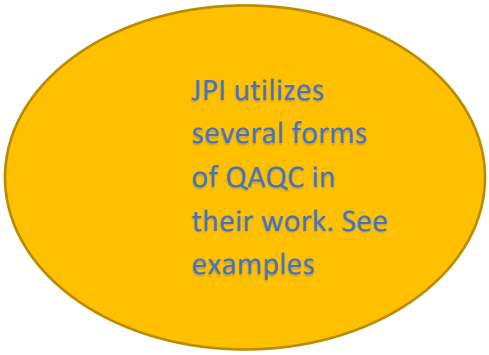


JPI has a full access digital subscription to the ICC website which provides digital access to current and prior editions of the Florida Building Code. In addition, our staff possesses handbooks on tablets and smartphones (with mobile hotspots) which provide convenient access to Code references. The **TEAM MANAGEMENT** of JPI includes a quality control program for new contracts, and staff, which includes mentoring and shadow/ over the shoulder training. Joe Payne, PE is the **TEAM PROJECT MANAGER and regularly monitors the pass/fail rate of our inspections.**

FEMA is a key plan review and inspection subject matter that interfaces with ROW, Zoning, Site, Habitat, Environmental, and all services under this RFP. The monitoring of FEMA substantial improvements is imperative. Key activities fall under Flood Damage Reduction, however, also consider public information (elevation certificates).The Zoning activities under this RFP dovetail into Mapping and Regulations and Flood Damage Reduction. This contract supports Warning and Response activities by filing in for City operations during Emergency Management situations such as named Hurricane Storms. Public Information Activities mainly consist of elevation certificates. This begins at the plan review level when the reviewer checks for the FEMA base flood elevation and design flood elevation. FEMA Technical Bulletin 10-01, page 7, Figure 2 is a key resource when reviewing foundation construction in the floodplain.

The City floodplain manager provides Map Information Services and Hazard Disclosures to the Community. We presume that under this current RFP, that JPI will interface with hazard disclosures through the ROW field investigation work. JPI will utilize available City GIS system data for Flood Protection Assistance and Flood Insurance Promotion. The Zoning and Habitat service under this contract will support Mapping and Regulations. Habitat supports Open Space Preservation.

The goal of these efforts is to develop into Flood Damage Reduction. Floodplain Management Planning is a goal of the Zoning reviews. The ROW services under this contract will support Acquisition and Relocation services. Flood proofing is a concept regulated in efforts to provide flood protection. Flood vents, flood proofing materials below the Design Flood Elevation, raising electrical panels to elevations above the DFE, are all examples of Flood Protection activities. Site Inspections will support Drainage System Maintenance. Our services provide support to the City for Warning and Response activities. When City employees need to enter communities to complete damage assessment, for example, JPI staff backfill the Division and complete their inspection and plans examination for that period of time.



A fourth key measuring factor for this work is Quality Control. JPI's Quality Control process starts with Day 1 for the employee. JPI has a shadowing program, and employees have over the shoulder shadow training for the first two weeks. This is a progressive training approach in which the over the shoulder time decreases daily over the two weeks. Also, we conduct audits of work for employees and randomly have shadow oversight. The employee is informed in the morning that JPI will oversee their work that day. For plan review and office work, JPI completes work from Code Review checklists. JPI feels that it is best to depict checklists used for our work to emphasize that work. The following are examples of Quality Control processes and procedures utilized for work under this contract.

Date: ___/____/____ Permit Number:

2020 Plan Review Guideline (SFR)

Based on Florida Building Code 7th Edition (2020)

Living SF: ____ __ Non-Living SF: _____ Total SF: ____ __ Bedrooms: Bathrooms: Stories:

Insulation/efficiency: _ ____ ____ Heat: Roof: _____ ☐ Porch ☐ Gas

- ☐ Consistent square footage calculations on construction plans and zoning permit FBC 107.2.6
- ☐ Consistent approved plot plan and construction plans FBC 107.2.6
- ☐ FL product approval sheet for all exterior materials FBC 107.2.4
- ☐ Energy calculations FBC EC R101.5
- ☐ Form 405-2020
  - ☐ Signed by preparer and owner/agent
  - ☐ Has pass seal
  - ☐ Conditioned floor are matches living area on plans
  - ☐ Attic Vented ☐ Attic Unvented
  - ☐ Insulation matches wall sections on construction plans
  - ☐ Water heater ☐ (Gas) ☐ (Electric)
- ☐ Manual J FBC EC R403.7
  - ☐ Consistent with Manual S
  - ☐ Equipment information notated
- ☐ Manual S FBC EC R403.7
  - ☐ Total capacity equal to or greater than 100% and less than or equal to 115% (or closest available unit size)
- ☐ Duct layout FBC EC R403
  - ☐ Consistent with construction plans (flipped ducts layouts are unacceptable)
  - ☐ Duct sizes, CPM, and return/supply Or
  - ☐ Manual D

General Construction Plan Requirements

- ☐ Paper Plans FAC 61G15-23, 61G1-16
  - ☐ Original hand signature and wet or raised seal from a licensed Florida design professional
- ☐ Digital Plans FAC 61G15-23, 61G1-16
  - ☐ Unlocked digital signature capable of verification and a seal from a licensed Florida design professional on the first page
- ☐ Plans dimensioned and scaled
- ☐ Plans legible (minimum text size 3/32")
- ☐ LCC Ch.6
- ☐ Plans designed to the 2020 Florida Building Code Residential and all other applicable codes

Structural

- ☐ Wind zone location or wind speed FBC R301.2.1
- ☐ Exposure category FBC R301.2.1.4
- ☐ Design loads FBC R301
- ☐ Components and cladding pressures for openings FBC R609.2
- ☐ Lumber grade and species FBC R502, 602, and 802
- ☐ Fasteners used with P.T. wood FBC R317.3
- ☐ Lintel designation FBC R608.8.2

Foundation Plan

- ☐ Slab description (thickness and compressive strength) FBC R402.2 and 506
- ☐ Minimum 6-mil polyethylene or approved vapor retarder FBC 506.2.3
- ☐ Soil bearing value FBC R401.4
- ☐ Termite treatment FBC R318
- ☐ Sloped garage floors to main door FBC R309.1
- ☐ Footing dimensions and location FBC
- ☐ Footing minimum 12" below grade FBC R403.1.4
- ☐ Isolated/Colum footing dimensions and location
- ☐ Stem/retaining wall height

Floor Plan

- ☐ Square foot tabulation (living/nonliving)
- ☐ 1 exterior swing door to be minimum 3'x6'-8" FBC R311.2
- ☐ Hazardous glass locations indicated as "Temp." or "Safety" (Within 2' of doors, bath or pool areas within 5' with a sill below 5', stairs with sill below 3', within 5' of bottom of stairs with sill below 3') FBC R308.4
- ☐ Solid or 20 min fire rated door from garage to dwelling FBC R302.5.1
- ☐ ½" gypsum or better on garage wall side of dwelling separation FBC R302.6
- ☐ 5/8" type x gypsum on garage ceiling if habitable room above FBC Table R302.6
- ☐ 1 bath/toilet room with a 29" minimum clear access, on the lower floor FBC R320
- ☐ Sleeping rooms have E.E.R.O/Egress Opening FBC R310.2
- ☐ Attic access location (minimum 22x30 and all separate areas with 30" height clearance) FBC R807
- ☐ Hallways minimum 3' wide FBC R311.6
- ☐ Rooms labeled and uses identified

Elevation Plan

- ☐ All elevations
  - ☐ Dimensioned
- ☐ Windowsills minimum height FBC R312.2.1
- ☐ Roof vent calculations if required on Form 405-2020 FBC R806
- ☐ Crawlspace ventilation and access (if applicable) FBC R408
- ☐ Roof slope FBC R905
- ☐ Roof material FBC R904
- ☐ Location of vented appliance/fireplace (if applicable) FBC R G2427
- ☐ Egress windowsills maximum height FBC R310.2.2

Truss Plan

- ☐ Signed and sealed by design professional of record FBC R802.10
- ☐ Strapping locations FBC 107
- ☐ Truss bracing FBC R802.10.3
- ☐ Connector chart specifying the type, size, and number of fasteners FBC 107
- ☐ Gable end details (if applicable) FBC R602
- ☐ Truss plans consistent with elevations FBC 107

Electric Plan

- ☑ Electric layout FBC 107 per NEC 2017
- ☐ Smoke alarms FBC R314
  - ☐ In each sleeping area
  - ☐ Outside each sleeping area
  - ☐ On each dwelling floor
- ☐ Carbon monoxide alarms (if applicable) (within 10ft of sleeping rooms) FBC R315

Details

- ☐ Stair construction details indicate minimum 10" tread and ¾" - 1 ¼" nosing, maximum 7.75" riser height, 6'-8" headroom height, 36" wide/deep landings at top and bottom, handrail location, 34"-38" handrail/guardrail heights, and maximum 4" open rail spacing FBC R311.7
- ☐ Guards at porches, balconies, open stairs, ramps, raised floor more than 30" need guards: 34" at stairs and ramps, 36" all other areas FBC R312.1
- ☐ Show fire protection (minimum ½" gypsum board) under stairs FBC R302.7
- ☐ Bearing/Sheer/Opening/Header construction/details FBC 107
- ☐ Wall section(s) from foundation through roof to include wall assembly of interior and exterior materials FBC R301
- ☐ Frame walls have 2 layers of water-resistant barriers FBC R703.7.3
- ☐ Chimney/Fireplace Details FBC R1001
- ☐ Manufacturer specifications for factory-built fireplaces FBC R1005
- ☐ Wall sheathing with nailing pattern indicated FBC R604
- ☐ Roof sheathing with nailing pattern indicated FBC R803
- ☐ Wood sill plate anchoring to foundation FBC R403.1.6, 602
- ☐ Header and connection details for exterior and/or bearing walls FBC R602.7
- ☐ Dormer framing details FBC 107
- ☑ Provide gas layout FBCR G 2413
- ☐ Provide soffit detail FBC R704

.

The following is a standard checklist for a condo remodel/ renovation similar to Plan Examining Commercial - Remodel Multi-Trade (all trades) Review in the rate sheet:

CONDO KITCHEN/BATH RENOVATION

NOTICE: *Effective January 1, 2023, a smoke alarm that is newly installed or replaces an existing battery-powered smoke alarm must be powered by the condo electrical system with a back-up battery that powers the alarm for at least 10 years. The battery requirements do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as part of a centrally monitored or supervised alarm system.*

☐ I. Fire Protection

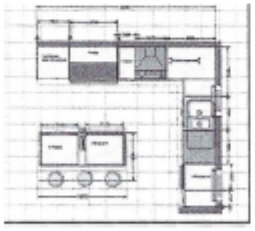
- ☐ a. **Fire Sprinkled?** Y☐ or N☐ (If yes, show on plans)
- ☐ b. **Fire Alarm?** Y☐ or N☐ (If yes, show on plans)
- ☐ c. Show existing & proposed location for new or relocated fire sprinklers/fire alarms/smoke detectors/strobes/horns, etc.
- ☐ d. State if smoke alarms are hardwired and /or interconnected. FBC 420, NFPA 72 & NFPA 13

☐ II. Type of Construction (per FBC Ch. 6): ***Check One***

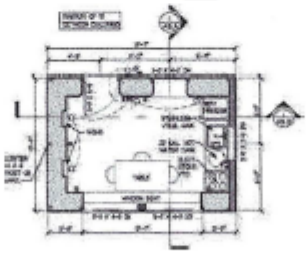
Type I: ☐	**Type II:** ☐	**Type III:** ☐	**Type V:** ☐
Concrete & steel High-rise tower	Masonry & steel Mid & low-rise	Masonry & steel Wood roof or floor Mid & low-rise	Wood frame Construction Low-rise
*Metal stud construction Fire treated wood		Wood Stud Construction Allowed	

☐ III. Show Floor Plans:

Existing space ☐



Proposed space ☐



Basic overall condo layout ☐

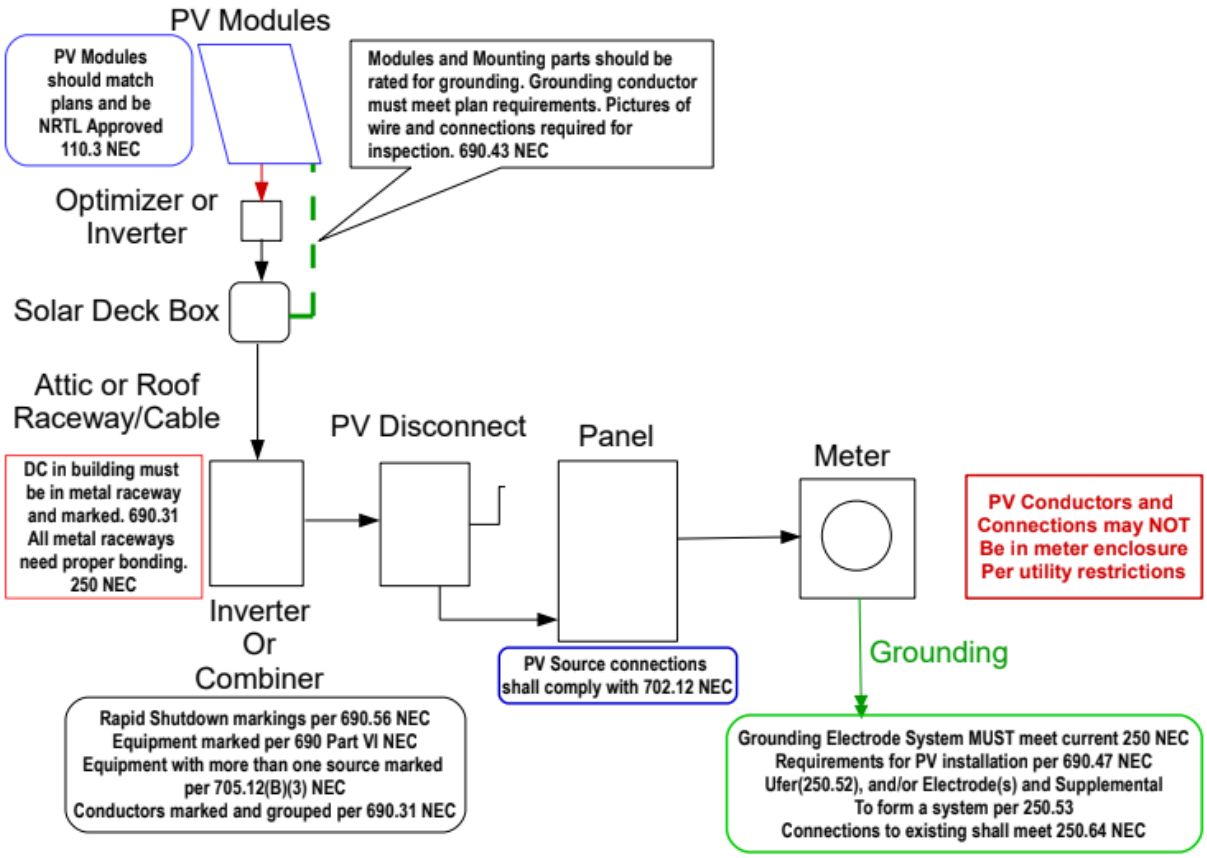
☐ IV. Indicate scope of work for:

- ☐ a. HVAC: Relocated supply/RA or exhaust duct
- ☐ b. PLBG: Relocated or new fixtures ~ provide Plbg ISO
- ☐ c. ELEC: New/altered GFCI circuits ~ provide panel schedule

☐ V. Replacing tile/wood flooring? Sound underlayment ~ Minimum 50 STC impact IIC rating required per (2020) Florida Building Code (FBC) 7th Edition, Section 1207

☐ VI. Any change to the fire rated corridor, tenant 1hr wall, or penetration of wall or floor **ATTACH UL DETAIL.**

The following is a Solar Project Review checklist:



ADDITIONAL DATA

JPI has completed Building Official, Plans Review, and Inspection services for St. Lucie County since 2018. We encourage the City to contact Monica Graziani at St Lucie County for reference.

SECTION VI
STANDARD FORMS

The forms listed in this section are to be complete and submitted with your proposal.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

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

(Name of Business)

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

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

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

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

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

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

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

Joseph Payne

Proposer's Signature

06.05.23

Date

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

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

Joe Payne, Inc.

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

JPI

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

5995 s a1A

Requester's name and address (optional)

6 City, state, and ZIP code

Melbourne Beach FL 32951

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

8	0	–	0	6	4	0	4	2	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ► Joseph Payne | **Date** ► 1.23.23

General Instructions

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

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

Purpose of Form

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

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

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

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2023-039
ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name St. Lucie County	**Name** City of Palm Bay
Contact: Monica Graziani	**Contact:** Val Perez
Address: 2300 Virginia Avenue	**Address:**
Fort Pierece, FL 34982	190 Malabar Rd Ste 105, Palm Bay, FL
Telephone: 772.462.1599	**Telephone:** 321.952.3400 x 5887
Email: grazianim@stlucieco.org	**Email:** valentino.perez@palmbayflorida.org
Name City of Melbourne	
Contact: Steve Innes	
Address: 900 E. Strawbridge Ave.	
Melbourne, FL 32901	
Telephone: 321.608.7929	
Email: Steve.Innes@mlbfl.org	

PROPOSAL PRICING FORM
RFP NO. 2023-039 ~ ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

The following proposal(s) is submitted on behalf of: JPI for the requested services, in accordance with the agreements and specifications contained in RFP No. 2023-039.

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

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

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform plan review services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. • Full-Time Plan Reviewer	**BLDG, M,E, or P**	**$** 82 **per hour**
		1 + 2 Family	**$** 82 **per hour**
		Multi	**$** 82 **per hour**
2	• Perform plan review services. • Per Plan reviewer: In excess of 40 hours per week.		**$** 82 **per hour**
		1 + 2 Family	**$** 82 **per hour**
			$ 82 **per hour**
3	• Perform plan review services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • Part time plan reviewer		**$** 82 **per hour**
		1 + 2 Family	**$** 82 **per hour**
			$ 82 **per hour**
4	• Perform plan review services. • Pre Plan Reviewer On an needed basis • As needed Plan Review	**1 + 2 Family**	**$** 82 **per hour** **$** 82 **per hour**

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance as stated in proposal documents.	X	
Did you include a list of all materials and equipment to be used in providing the service?	X	
Is Drug-Free Workplace form signed and enclosed?	X	
Proposal envelope is marked accordingly	X	
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		X
Disregard, if you are going to utilize the electronic submission option.	X	
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL Joseph Payne

JPI acknowledges all addenda

Joseph Payne 06.05.23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2023

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

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

PRODUCER Straight-Line Insurance, LLC 1301 Grasslands Blvd., Suite 100 Lakeland, FL 33803 www.straightlinellc.com	**CONTACT NAME:** Straight-Line Insurance, LLC **PHONE (A/C, No, Ext):** 863-904-4776 **FAX (A/C, No):** **E-MAIL ADDRESS:** info@straightlinellc.comn
INSURED Joe Payne, Inc JPI 5995 S Hwy A1A Melbourne Beach FL 32951	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Certain Underwriters at Lloyd's of London — 32727 **INSURER B :** Infinity Auto Insurance Company — 11738 **INSURER C :** Insurance Company of the West (ICW) — 27847 **INSURER D :** Burlington Insurance Company — 23620 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 73468209 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	✓ **COMMERCIAL GENERAL LIABILITY** ☐ ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	738BG02358-03	4/7/2023	4/7/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY ✓ Allowed Autos ☐	✓	✓	509-82007-3557-001	6/18/2022	6/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EXCESS COVERAGE	$ 1,000,000 $ 5,000 $ 100,000 $ $ 100,000
D	☐ **UMBRELLA LIAB** ☑ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓	✓	HFF0012529-3	4/7/2023	4/7/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	WFL 5054011 03	3/6/2023	3/6/2024	✓ PER STATUTE ✓ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability	✓	✓	PLC-01064-00	6/19/2022	6/19/2023	Per Claim/Agg: $2,000,000 / $2,000,000 Deductible: $25,000	

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

Auto Liability Coverage Form - Hired Auto, Non-Owned Endorsement
E919 - Blanket Waiver of Transfer Rights of Recovery Against Others
E921 - Additional Insured - Primary and Non-Contributory

CERTIFICATE HOLDER

St. Lucie County BOCC
2300 Virgina Avenue - FL 3
Fort Pierce, FL 34982-5632

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Nicholas Davis

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APPENDICES

DemandStar Instructions
How to use E-Bidding

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	RFP No: 2023-039
Pre-Proposal Conference Date: 11:00AM, MONDAY, MAY 22, 2023	RFP Title: ANNUAL CONTRACT FOR PLAN REVIEW SERVICES
Pre-Proposal Location: CITY HALL, 1ST FLOOR CONFERENCE ROOM 100 N. US HIGHWAY 1, FORT PIERCE, FL	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:30 PM, TUESDAY, JUNE 6, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: JPI --- Mailing Address: 5995 S A1A, Melbourne FL 32951	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
5995 S A1A, Melbourne FL 32951 :	Joseph Payne
Type of Entity (Select one): Corporation ___x_____ Partnership _____ Proprietorship _____	President
Incorporated in FL 2010	30 _____days, ARO
813.520.1683	Payment Terms: Net 30 Days
813.520.1683	80 064 0420
joe@jpiflorida.com	Local Business: ___Y __x_N MWBE: ___Y _x__N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

RFP No. 23-039

Annual Contract for Plan Review Services

Submitted to:
City of Fort Pierce – Purchasing Division
100 North U.S. #1
Fort Pierce, FL 34954

Contact:
Paul Thomas, Building Official
Phone: 727-489-3194
Email: frseauffer@cityoffortpierce.com

By:

June 6th at 3:30pm (EST) (Date of Proposal)

From:

5995 S A1a
Melbourne, FL 32951
c/o Joe Payne, PE MBA
joe@jpiflorida.com/ 813-520-1683

Submittal: Demandstar website

JPI TABLE OF CONTENTS

JPI provides the following Table of Contents for the major areas of the response. This report consecutively numbers all pages in the footer.

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LETTER OF TRANSMITTAL

June 5th, 2023

RFP No. 2023-039

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

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Dear Mr. Thomas and Members of the Evaluation Committee,

JPI is pleased to present our response to this advertisement. JPI appreciates the opportunity to submit our qualifications on this contract. **JPI has served the St. Lucie County Building Department since 2018 and wished to begin a relationship with the City of Fort Pierce.** JPI is 100 percent committed to government services, has no private industry clients, and has zero conflicts to the work of this contract. Please let this letter serve as our formal agreement to be bound by the submittal without modifications unless mutually agreed to upon further negotiations between The City and JPI. We have been in business for 13 years. We are qualified under the laws, rules, and regulations of the State of Florida to perform the work required by these contract documents. Our sunbiz.org document number is P10000059808 and Joe Payne is a Professional Engineer with a PE license of 55751. JPI assures our ability to meet the insurance and performance requirements set out in this RFP if selected for award. We certify we maintain a drug-free workplace program compliant with the standards within Florida Statutes § 440.102.

JPI's specialization is providing professional services to Building Departments, which is the purpose of this advertisement. JPI has a municipal service line dedicated 100% to serving public agencies with no conflicts of interest. JPI has local staff throughout the twenty municipalities that we service in the Tampa Bay area. As a summary of past experience supporting JPI's qualifications to perform these professional services, we offer the following:

1. JPI has worked in the area since 2018 over the course of our contract with St. Lucie County, through their reciprocal agreement with the County.
2. JPI routinely completes plan review for work within unincorporated St. Lucie County with a Fort Pierce post office address.

3. JPI is the consultant for numerous building departments in the Treasure Coast area including Martin County, City of Stuart, Indian River County, Brevard County, City of Melbourne, City of Palm Bay and in Okeechobee County.
4. Since 2018, JPI plan reviewers completed an estimated 10,000 plan reviews for St. Lucie County many of which were local to the City.
5. The Project Manager, Joe Payne, is the President of JPI and has 100% control of all resources proposed for RFP 2023-039, and fully commits to use these resources.
6. The JPI President will come out of the office to fulfill service requests on this contract.
7. JPI proposes professionals possessing all required licensure within this RFP. JPI proposes more than ten five back-up plans examiners to begin any future work.
8. JPI has a municipal service line which currently is 100% committed to servicing Building Departments.
9. JPI has personnel available currently to service in-house plan examiner roles.
10. JPI has local staff who will serve this contract.

Joe Payne, PE will be the binding agent and point of contact for this contract. Mr. Payne is the President of the company and a professional engineer with 30 years of experience. He will be the project manager for this contract #2023-039 and takes responsibility for review services. JPI is a Florida Owned Corporation and a statewide Professional Service firm. JPI was founded in 2010 after servicing state contracts as a sole proprietor for several years. The municipal service line is the primary source of business revenue for JPI. We look forward to working with The City.

In closing, JPI thanks you for the opportunity to submit on Contract 2023-039 and JPI wishes to establish an excellent working relationship with the City of Fort Pierce.

Sincerely,

Joe Payne, PE, President
joe@jpiflorida.com
800-488-1956

3. JPI is the consultant for numerous building departments in the Treasure Coast area including Martin County, City of Stuart, Indian River County, Brevard County, City of Melbourne, City of Palm Bay and in Okeechobee County.
4. Since 2018, JPI plan reviewers completed an estimated 10,000 plan reviews for St. Lucie County many of which were local to the City.
5. The Project Manager, Joe Payne, is the President of JPI and has 100% control of all resources proposed for RFP 2023-039, and fully commits to use these resources.
6. The JPI President will come out of the office to fulfill service requests on this contract.
7. JPI proposes professionals possessing all required licensure within this RFP. JPI proposes more than ten five back-up plans examiners to begin any future work.
8. JPI has a municipal service line which currently is 100% committed to servicing Building Departments.
9. JPI has personnel available currently to service in-house plan examiner roles.
10. JPI has local staff who will serve this contract.

Joe Payne, PE will be the binding agent and point of contact for this contract. Mr. Payne is the President of the company and a professional engineer with 30 years of experience. He will be the project manager for this contract #2023-039 and takes responsibility for review services. JPI is a Florida Owned Corporation and a statewide Professional Service firm. JPI was founded in 2010 after servicing state contracts as a sole proprietor for several years. The municipal service line is the primary source of business revenue for JPI. We look forward to working with The City.

In closing, JPI thanks you for the opportunity to submit on Contract 2023-039 and JPI wishes to establish an excellent working relationship with the City of Fort Pierce.

Sincerely,

Joe Payne, PE, President
joe@jpiflorida.com
800-488-1956

ORGANIZATION PROFILE AND QUALIFICATIONS

JPI has served the St. Lucie County Building Department since 2018

JPI is a statewide professional service firm, primarily serving municipal clients; specifically, building departments. JPI is a civil engineering company with a broad range of in-house professionals including Building Code Administrator professionals, Architects, and Engineers. JPI services over thirty similar clients, including the St. Lucie County Building Department. Joe Payne, PE, the Founder and President will serve as the Project Manager. Kevin Singley, CBO, Pete Swarr, PE, Scott Seigel, PE, and Andrew Manero, RA, are key/ primary individuals planned for this work. See the provided resumes for their experience. JPI's current production capacity is 1800 man-hours per week. Our current weekly commitment equals 1400 man-hours per week. We have a surplus capacity of 400 man-hours per week, ten full time equivalents, to service this contract. JPI has thirty licensed plan reviewers available and the President, Mr. Payne, does perform plan review services for JPI when needed by the client.

JPI has no conflicts of interest to this contract.

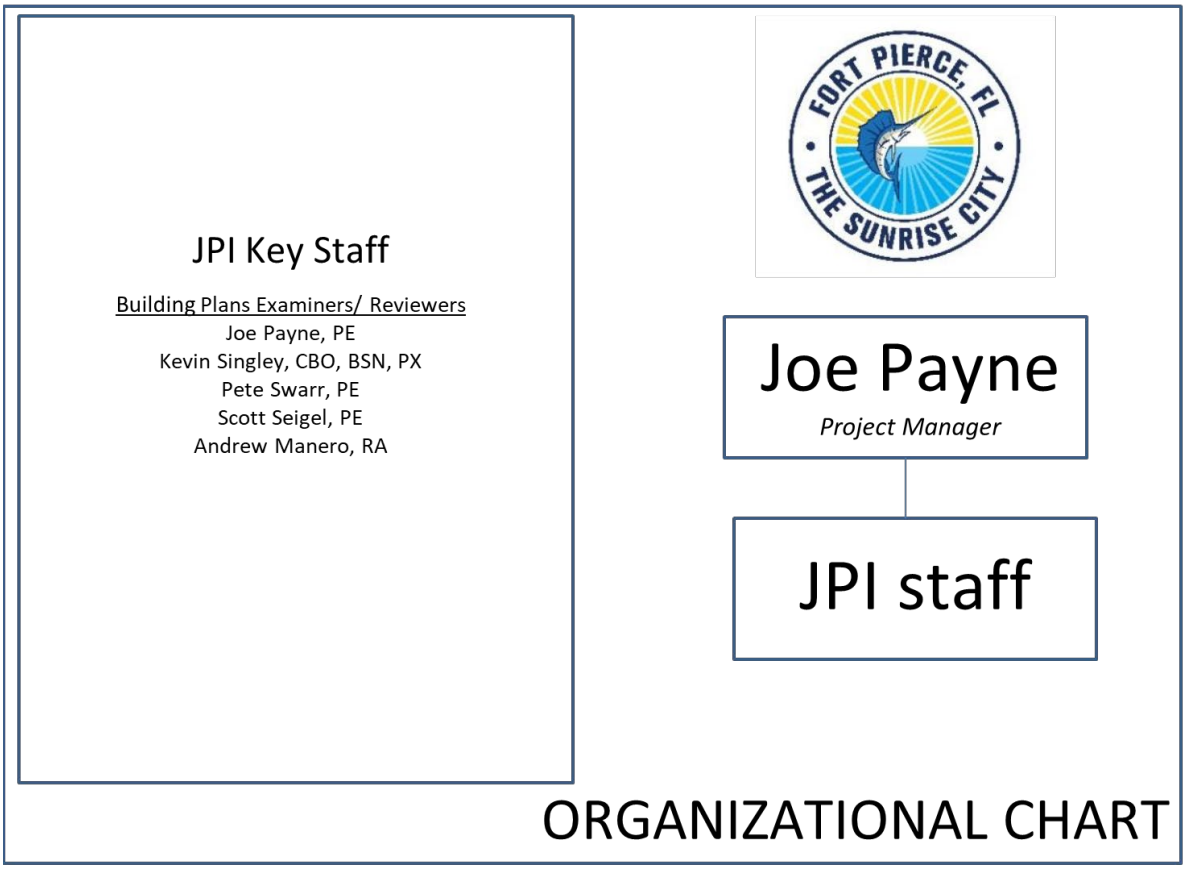
Joe Payne, PE, will be the binding agent and point of contact and Project Manager for this contract. Mr. Payne is the President of the company and a professional engineer with 30 years of experience. He has over 30 years of construction and engineering experience. He is a multi-discipline engineer well suited for the role of managing this RFP, which is a multi-discipline plans review contract. JPI is a Florida Owned Corporation and a statewide Professional Service firm. JPI was founded in 2010 after servicing state contracts as a sole proprietor for several years. The municipal service line is the primary source of business revenue for JPI. In closing, JPI thanks you for the opportunity to bid on this contract and JPI wishes to establish an excellent working relationship with the City. JPI has a staff of 45 professionals including full-time and part-time personnel. JPI will not subcontract any services under this contract. JPI only services municipal clients at this time, we have not private industry clients at this time, and are

completely committed to serve the City without conflict. Over the last decade, JPI completed approximately 50,000 man-hours of plan review work for building departments, and we estimate approximately 50,000 plan reviews. Reviews vary from over-the-counter reviews such as roof permits to multi-store commercial high-rise hotels. A unique reason to continue to select JPI is that JPI already performs these services statewide in Florida with current staffing who are available for the work.

The main benefit that JPI provides with our applied knowledge is PROBLEM SOLVING. This allows JPI to efficiently solve problems provided by the community during the application process. JPI provides a depth of services to our clientele with a variety of professionals including Engineers and Architects. This depth allows JPI to consider multi-discipline approaches to problems through our multi-discipline expertise. JPI has a competitive operational advantage to servicing this contract. The contract likely requires *variable service levels which may change weekly and daily*. JPI staffing includes part-time personnel and on-call personnel, who may become available to complete this contract on short notice. In addition, from our statewide presence, JPI has the financial resources to sustain staffing long term on this contract, even during periods when the City has zero service needs. Conversely, JPI also has the staffing resources to quickly increase to a production level of ten employees per week, with very little notice. **JPI has the capacity to handle both high and low volume at any time.**

JPI is the consultant for numerous building departments in the area including St. Lucie County, Martin County, Okeechobee School Board, and previously Indian River County. Also, we serve Brevard County, City of Melbourne, City of Palm Bay, City of Titusville, Indian Harbour Beach, and Cape Canaveral. Expanding, we service Lake County, City of Clermont, City of Altamonte Springs, City of Lake Mary, and City of Fernandina Beach. Also, we have a statewide presence through servicing agencies such as the City of Clearwater, City of Largo, City of St. Pete Beach, City of St. Petersburg, City of Treasure Island, City of South Pasadena, Town of Redington Shores, City of Pinellas Park, City of Tampa, Hillsborough County, and City of Tarpon Springs. JPI is a consultant for Sarasota County, City of Anna Maria, Town of Longboat Key, Charlotte County, and Lee County Florida.

The following organizational charts provide the Key Staff members for this contract. Consider them the first source of professionals for work:



The following summarizes our professional licensure for current employees:

JPI	DBPR
Joe Payne	FLPE55751
Greg Perlin	BN6576
Jorge Cedeno	BN4702
Jack McCabe	BN4613
Jason Steele	FLPE69234
Cory Brockett	FLPE74677
Bob Hightower	BN2430
Doug Walton	AR0007045
Greg Martin	BN3947, PX1848
Andrew Mareno	AR96338
Eddie Page	FLPE69045
Pete Swarr	FLPE44159
Robert Bryce	PX2783
Scott Seigel	FLPE60980
Andrew West	FLPE60301
Dan Folwell	BN6927
Rick Hoepner	FLPE23319
Ryan Ferry	BN6617
Mark Thornbloom	FLPE50107
Jon Thomas	BN7125
Kevin Singley	PX3601, BN4798, BU1872
Micheal Tew	PX2675, BN5003
Tony Murphy	AR100424
Luke Curtis	BU1975,RPX279,PX3717, CN6614
James Crouch	BN8698
Glenn Hall	PX3599, BN5324
Robert Peck	BN7567
Ezz Elgayar	BN6415

We provide the following five key references and also ten additional references:

1) **City of Palm Bay** - Valentino Perez, CBO, City of Palm Bay, 321-726-5614
2)

Interim Building Official and Multi-trade Inspection Services and Plans Examination Services. Also, Public Works professional services.
Joe Payne, Kevin Singley, Andrew Manero, Pete Swarr, Scott Seigel, Abraham Chabab, and Jorge Cedeno have worked on this contract. 2016 to current status – Approximately $2.2M of services. ***Three contract renewals.***

2) **St. Lucie County Government** - Monica Graziani | Building & Code Regulation Manager, Planning & Development Services, Ph: 772-462-1599 | 2300 Virginia Avenue, Fort Pierce, FL 34982, grazianim@stlucieco.org | www.stlucieco.org

Interim Building Official and Multi-trade Inspection Services and Plans Examination Services.
Joe Payne, Andrew Manero, Pete Swarr, Scott Seigel, and James McGuinness have worked on this contract/ 2018 to current status- approximately $2.0M of services. ***Four contract renewals.***

3) **Indian River County Government** - Scott P. McAdam, CBO, MCP, Building Official, Indian River County, Phone (772)226-1268, Fax (772) 770-5333.

Multi-trade Inspection Services and Plans Examination Services
2017 to current status – approximately $1M of services.

4) **Brevard County Government** – Terry Talbert, CBO
2725 Judge Fran Jamieson Way, Viera, Fl 32940, 321-633-2072 Ex. 52678/Fax 321-633-2087

Multi-trade Inspection Services and Plans Examination Services
Joe Payne, Doug Walton, Greg Martin, Pete Swarr, Rick Hoepner, Scott Seigel, MarkThornbloom, Andrew Manero, John Wiggins, and Andrew Chabab have worked on this contract/ 2016 to current status– approximately $4M of services. ***Three contract renewals.***

5) **City of Melbourne** - Steve Innes BCA FCA CFM | Building Official, Ph: 321-608-7926 | 900 E Strawbridge Ave, Melbourne, FL 32901, Steve.Innes@mlbfl.org|

Multi-trade Inspection Services and Plans Examination Services.
Joe Payne, Andrew Manero, Greg Martin, and Scott Seigel have worked on this contract/ 2016 to current status- approximately $0.5M of services. ***Three contract renewals.***

1) **City of Clearwater** - *Kevin Garriott, CBO*, 727-562-4567

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2016- *Current.* ***Three contract renewals.***

RESPONSIBILITIES: *Joe Payne, John Fahey, Joe Aukstikalnis, David Wilcox, Cory Brockett, and Greg Perlin. 2016 to current status – Approximately $1.2M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to three daily inspectors throughout the life of the contract. In addition, JPI provides up to two in-house plan review professionals as needed by the City to target a ten-day turnaround for reviews. JPI utilizes ePermits for inspections and plan reviews. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. JPI provides licensed CFMs for floodplain work. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work, could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

2) **City of St. Pete Beach** – *Julie Anderson, CBO,* 727-363-9244

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2022- *Current.* ***Sole source vendor***

RESPONSIBILITIES: *Joe Payne, Luke Curtis. Jon Thomas, Ryan Ferry, and Scott Seigel, have worked on this contract. 2022 to current status – Approximately $0.1M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector throughout the life of the contract. In addition, JPI provides remote commercial and multi-family residential plan review (iWorq) as needed by the City to target a ten-day turnaround for reviews. JPI works remotely and receives assignments from iWorq. JPI enters results electronically. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

3) **Pinellas County** – *Eve Spencer, CBO, AIA,* 727-464-3752

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2013- *Current.* ***Four contract renewals. Two renewals as sole source.***

RESPONSIBILITIES: *Joe Payne, Jack McCabe, Jon Thomas, Bob Hightower, David Wilcox, Cory Brockett, Andrew Manero, Scott Seigel and Greg Perlin. 2013 to current status – Approximately $7.0M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to ten daily inspectors throughout the life of the contract. In addition, JPI is an interim in-house plan review professional to target a ten-day turnaround for reviews. JPI utilizes hard copy tickets for inspections which were received at a standing morning meeting. Completes residential and commercial inspections.

☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. *For periods of time, JPI is the sole vendor for the Department completing up to 250 daily inspections*. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25% cost savings to the County through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work, could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

4) **City of Tarpon Springs** – *Kevin Powell, CBO, CFM*, 727-942-5604

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2017- *Current.* ***Three contract renewals/ Ttwo renewals as sole source.***

RESPONSIBILITIES: *Joe Payne, Ezz Elgayar, and Cory Brockett, have worked on this contract. 2017 to current status – Approximately $0.3M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector throughout the life of the contract. In addition, JPI provides remote commercial and multi-family residential plan review as needed by the City to target a ten-day turnaround for reviews. JPI utilizes hard tickets to complete inspections with a brief daily AM meeting in the office. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

5) **City of Clermont** - *Mark A. Grenier, CBO, MCP*, 352.241.7311

SCOPE: Commercial and Residential Building Inspection & Plans Review Services

DATE OF SERVICE: 2019- *Current.* ***Two contract renewals.***

RESPONSIBILITIES: *Joe Payne, Cory Brockett, Tony Murphy, Rick Hoepner, Mark Thornbloom, Luke Curtis, and Scott Seigel have worked on this contract. 2019 to current status – Approximately $0.5M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to three daily inspectors throughout the life of the contract. JPI provides weekly staffing schedules for Mr. Spears and Mr. Grenier. JPI provides daily results to Mr. Spears and as needed Mr. Colvin and Ms. Roderick. JPI works under eTrackit and related technologies by CRW systems/ Superion.

☐ Firm and Staff Contract Experience: JPI completes multi-trade residential and commercial inspections. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential inspectors (multi-trade) and has staff available for licensed commercial and residential plan reviewers (multi-trade).**

☐ Costs: JPI provides a daily 50% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work and could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

6) **Hillsborough County** – David M. Anthony, Chief Mechanical Inspector, 813-335-7570

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2016- *Current.* ***Three contract renewals.***

RESPONSIBILITIES: *Joe Payne, Jason Steele, Daniel Folwell, Pat Nolan, Michael Tew, and Julie Daniels have worked on this contract. 2016 to current status – Approximately $6.0M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to twelve daily building inspectors throughout the life of the contract. In addition, JPI provides two in-house plan review professionals as needed by the County to target a ten-day turnaround for reviews. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides staffing to the County to meet high volume demand. JPI is the primary vendor on this contract. There were no change orders.

7) **City of Largo** – *Matt Butler, CBO,* 727-586-7488

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2019- *Current.* ***Two contract renewals.***

RESPONSIBILITIES: *Joe Payne, Luke Curtis, Jon Thomas, and Robert Peck, have worked on this contract. 2019 to current status – Approximately $0.3M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector on call through the life of the contract. JPI uses a tablet to receive and enter results and has on occasion used a hard ticket system. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

8) **City of South Pasadena** – *Terri Sullivan, CBO,* 727-343-4192

SCOPE: Multi-trade Inspection Services and Plans Examination Services

DATE OF SERVICE: 2022- *Current.* ***Sole source vendor.***

RESPONSIBILITIES: *Joe Payne, Luke Curtis, Jon Thomas, and Robert Peck, have worked on this contract. 2022 to current status – Approximately $0.1M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract typically with one daily inspector on call through the life of the contract. JPI uses a hard ticket system. Completes residential and commercial inspections and plans review.

☐ Firm and Staff Contract Experience: JPI provides both inspection and plans review services during the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. JPI covered vacation leave for City personnel on routine occasions. There were no change orders.

9) **City of Palm Bay** - *Valentino Perez, CBO*, 321-726-5614 (expanded reference description)

SCOPE: Interim Building Official and Multi-trade Inspection Services and Plans Examination Services. Public Works Services.

DATE OF SERVICE: 2016- *Current.* ***Three contract renewals.***

RESPONSIBILITIES: *Joe Payne, David Wilcox, Kevin Singley, Andrew Manero, Pete Swarr, Scott Seigel, Abraham Chabab, and Jorge Cedeno have worked on this contract. 2016 to current status – Approximately $2.2M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to eight daily inspectors throughout the life of the contract. In addition, JPI provides an in-house and remote plan review as needed by the City to target a ten-day turnaround for reviews. JPI utilizes HTE Mars, Naviline, BlueBeam, and Central Square on tablets and in the office. Completes residential and commercial inspections and plans review. On most days, JPI is the senior in-house plans reviewer and also responds to desk questions.

☐ Firm and Staff Contract Experience: JPI provides an Interim CBO on three separate occasions during the life of the contract. All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. JPI provides licensed engineers and licensed CFMs for floodplain work. JPI staff also possess multiple cross-discipline licenses including stormwater pollution prevention. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**

☐ Costs: JPI provides a daily 50% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work and could have one professional handle both in a route, rather than needing two professionals. JPI provides a 40% cost savings as the interim building official through providing a work plan that isolated 24 hours per week of work that required a CBO license from 16 hours per week of administrative work within the CBO office. There were no change orders.

10) **City of Titusville** - *Steve Adams, CBO,* 321.567.3982

SCOPE: Commercial and Residential Building Inspection & Plans Review Services

DATE OF SERVICE: 2017- *Current.* ***Two contract renewals.***

RESPONSIBILITIES: *Joe Payne, Mark Thornbloom, Cory Brockett, Rick Hoepner, and Scott Seigel have worked on this contract. 2017 to current status – Approximately $0.4M of services. All work is completed within budget and schedule. The following summarizes our responsibilities:*

☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to three daily inspectors throughout the life of the contract. JPI provides weekly staffing schedules to Mr. Adams and Mr. Abel. JPI attended a daily 730am meeting to receive a hard ticket route and emailed results daily.

☐ Firm and Staff Contract Experience: JPI completes multi-trade residential and commercial inspections. All full-time staff on the contract are fully licensed as Engineers Architects or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential inspectors (multi-trade) and had staff available for licensed commercial and residential plan reviewers (multi-trade).**

☐ Costs: JPI provides a daily 50%-75% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work and could have one professional handle both in a route, rather than needing two professionals. There were no change orders.

Joseph Payne PE, MBA

Curriculum Vitae

Credentials
Professional Engineer
Florida License #55751
Georgia License #33995
Delaware License #15439 (inactive status)

Corporate Office
5995 S A1A
Melbourne, FL 32951

Mailing Address
16057 Tampa Palms Blvd. , #242
Tampa, FL 33647

Phone
Cell: 813.731.1501

Internet
E-mail:joe@jpiflorida.com

Education
Masters of Business Administration
University of South Florida, Tampa, Florida

Bachelor of Science in Civil Engineering
Drexel University, Philadelphia, Pennsylvania

Graduate studies (Geotechnical Engineering- 1998)
New Jersey Institute of Technology, Newark, New Jersey

Continuing Education:
Florida Department of Financial Services (Neutral Evaluation) –2013
Florida Department of Financial Services (Mediation) - 2014
Florida Civil Circuit Court Mediator - (Pending 2014)
1802 Wind Hazard Mitigation Training – April 2011
Advanced MOT Work Zone – 2005
Amtrak Contractor Safety Training - 1999
OSHA 40 Hour Hazwoper – 1997

Professional Associations
Florida Board of Professional Engineers, Case Reviewer
Hillsborough County Plumbing Board of Adjustment, Appeals and Examiners (Engineer)
Hillsborough County Land Use Appeals Board (2009-2010)
Westchase Association Board of Directors (2007-2009)

Areas of Concentration
Municipal Services
Quality Assurance and Control Manager
General Civil/ Site Engineering
Public Sector Market Development
Environmental Resource Permitting
Pond Siting Reports
D.O.T. Drainage Connection Permits
Public Meetings

Professional Experience

Joe Payne Inc., Tampa, FL 2009-current
President
President of a full service civil engineering firm. Owner and Principal-In-Charge of three service lines (Municipal Service Line, Civil/Site Engineering, and State/ Federal). Consultant for thirty-five municipalities in the State of Florida. Provide professional opinions and consultation. Within the Municipal Service Line, common activities include Interim Building Official coverage, Residential and Commercial plan review (office and remote), and Residential and Commercial Inspector (paper based and tablet). Quality Control Officer for JPI.

Consultant for the Florida Board of Engineers. Complete plan reviews and provide professional opinions for complaint cases involving building code, sinkhole, site plans, inspections, and related professional activities. Provide professional opinions.

Consultant for the Florida Department of Financial Services. Engineering and Financial Management consultation.

Completed neutral evaluation for Department of Financial Services for sinkhole loss verifications and remediation methods. Cases in Hillsborough, Hernando, Pasco, Highlands, and other counties throughout Florida.

Louis Berger Group, Inc., Florida Statewide, 2013-2014
Special Consultant – Contract Role
Consultant for Louis Berger Group Florida Statewide marketing and business development pursuits. Project Manager for several Design-Build pursuits with a large international Design-Build contractor in South Florida. Project Manager for pursuits along SR 826 and HEFT. Proposal Manager for the Louis Berger team on the I-4 Ultimate P3 project. Proposal Manager for the Interstate Program Manager pursuit and Emergency Response General Consultant pursuits for FDOT.

Greenhorne & O'Mara, Clearwater, FL 4/08 to 8/09
Project Director
Worked as a Project Manager and Technical Director for a nationally ranked general civil and transportation consulting firm located in Tampa Bay. Project Manager for professional service contracts in the one million to three million dollar range. Won the

Hillsborough County TTF-2a contract at Broadway and Falkenburg which was the first Hillsborough County public works contract at the office. Closed FDOT Design-Build contracts for work in FDOT 2. Brought in construction permitting and dewatering contracts for work in Collier County. Set-up teaming agreements for contracts for FDOT Design-Build projects and shortlisted on D4 work. Project Director for Hillsborough County Public Works contracts. Assists the Office Manager in reaching $2.5 million dollar sales goal for public sector clients, primarily City, County, and alternate bid FDOT projects. Corporate restructuring led me to pursue a new home to continue my career.
References: Matt Fabrizio (Frmr. Project Manager), 727.423.0202

TY Lin, Inc., Tampa, FL 7/05 to 4/08
Associate/ Project Manager
Project Manager and Technical Lead Drainage Engineer for the Tampa Business Unit of an international structural and transportation engineering firm. Won the Hillsborough County General Civil Service contract for the office. Brought in several FDOT 1 DEMO assignments under prior contracts. Shortlisted on several Districtwide Drainage contracts and invited by FDOT 1 to present for them at the 2007 FICE conference. Project Manager for DOT reconstruction and County intersection improvement projects. Senior Drainage Engineer on multi-lane widening, new construction, and reconstruction highway projects. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities. Responsible for conformance to the FDOT Drainage Design Policy and the State of Florida regulatory standards and statutes. Senior Quality Control and Quality Assurance official for the Tampa Business Unit's Roadway Drainage Design activities. Represent clients at formal and informal Public Meetings.
Reference: John Darling (Frmr. Office Manager) 813.205.4623

American Consulting Engineers of Fla, Inc., Land O' Lakes, FL 4/04 to 7/05
Senior Drainage Engineer/ Project Manager
Statewide Drainage Engineer for a national transportation engineering firm. Senior Drainage Engineer on multi-lane widening, new construction, and reconstruction highway projects. Engineer of Record for work associated with Water Management Districts. Project Manager for City and County municipal projects with construction costs under one million dollars. Represented clients at formal and informal Public Meetings. Pursued and won several CDD contracts. Considered ownership opportunities until TYLIN approached me with a more affordable stock ownership plan.
Reference: John Kilgore (Office Manager) 813.927.0061

Coastal Engineering, Inc., Brooksville, FL 3/03 to 4/04
Assistant Director
Assistant Director for a privately owned site and civil engineering firm. Won and closed approximately an average of $25-50k of contracts per week with private clients during a very "hot" development market. Directed a 15 member technical staff completing residential and commercial construction plans for private developers. Engineer of Record for engineering work associated with Water Management District permitting, DOT Drainage Connection Permits, DOT Driveway Connection Permits, DOT Utility Permits, DOT R/W Permits, and DOT Access Management Connection Permits. Represented clients at Public Meetings.

Reference: Tom Mountain (Office Manager) 352.796.9423

Florida Department of Transportation, Tampa, 9/01 to 3/03
Assistant District Drainage Engineer
Worked as a Lead Permit Official for D.O.T. Drainage Connection Permit Reviews. Senior Engineer for engineering services completed by the Department for public services. Represented the State at formal and informal Public Meetings. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities.
Reference: Dwayne Kile (Frmr. Office Manager), 727.572.7111

Dames & Moore/ URS, Inc., Tampa, 7/00 to 9/01
Senior Drainage Engineer
Received an opportunity for a full time position at Dames & Moore. Engineer of Record for Roadway Drainage Engineering services on public transportation projects. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities.
Reference: Matt Fabrizio (Frmr. Project Manager), 727.423.0202

System One - 6/99 to 7/00
Contract position – Drainage Engineer
Designer and Engineer for roadway drainage consultation on public transportation projects. Designer and coordinator for engineering work associated with Water Management District permitting of stormwater management facilities.
Reference: Kevin Knudsen (Office Manager), Rob Garrigues (Frmr Supervisor) 813.289.5550

Frederic R. Harris, Inc., Philadelphia, PA 8/98 to 6/99
Civil Designer
Relocated back to Philadelphia to work for a major transportation company. Civil and Transportation Designer for a national transportation and public infrastructure engineering firm. Stormwater Management Design on road widening projects.
Reference: Timothy Gunner (Former Department Manager)

McNally Engineering. Oakland, NJ 4/97 to 8/98
Project Manager
Brown Caldwell was in the process of acquiring Eckenfelder. Pursued a management opportunity with McNally Engineering for job stability. Managed the design of small site and civil engineering service contracts. Coordinated environmental permits for these activities.
Reference: Mike McNally, Owner

Eckenfelder/ Brown Caldwell, Inc., Ramsey, NJ 8/95 to 4/97
Project Designer
Civil and Environmental Designer for a waste management division of a national environmental engineering firm. Completed a six month construction quality assurance assignment for a groundwater pump, treat, and reinjection system.
Reference: Mike Monteleone (Former Office Manager)

Kevin Singley
901 E Midway Rd.
Fort Pierce, FL 34982
772-618-0449
Kevin.singley@yahoo.com

Building Code Professional
Accomplished and integrity driven construction professional offering over 30 years' experience as a contractor, inspector, plans examiner, and building official. Recognized as a savvy leader with strengths in construction processes, defining and implementing continuous improvement strategies.

JPI Palm Bay/ Fernandina Beach FL/ Okeechobee
Plans Examiner/ CBO 08/2020-Present
Performs remote and in-house multi-trade plans examination.
Performs Temporary CBO coverage for Fernandina Beach and Okeechobee School Board. 03/2018 - 08/2020

UNIVERSAL *Building Inspection department manager*
Managed a department of Threshold Inspectors, Building code Inspectors, Plans examiners, and Building Code administrators. Performed private provider inspections and plan review. Developed relationships with new clients and maintained relationships with existing clients. Supervised business development managers and office staff. Held monthly budget meetings and reported to senior vice president of company.

Safebuilt LLC – South Florida 01/2016 - 03/2018
Building Official, Plans Examiner, Inspector
Performed the duties of Building Official, Plans examiner, and Inspector for multiple clients. Most time was spent between our Okeechobee and highland beach accounts but I was sent to dozens of municipalities on temporary a basis and perform all the above duties.

St. Lucie County BOCC – Fort Pierce, FL 06/2015 - 01/2016
Inspector
Performed daily inspections

Indian River BOCC – Vero beach, FL 08/2014 - 06/2015
Inspector
Performed daily inspections

St. Lucie County School District – Fort Pierce, FL 03/2002 - 08/2014
Inspector
Conducted daily Building Code Inspection, Fire inspections, and fire Plan review. Also served as the owner's rep, supervising contractors and design professionals

Licensures and Professional Development
State of Florida department of business and Professional regulation Certifications: (ALL Active)
Building Code Administrator
Standard Inspector – Building, Electrical, Mechanical, Plumbing, 1&2 Family Dwelling
Standard Plans examiner – Building, Electrical, Mechanical, Plumbing
State of Florida Fire Marshal Certifications: (not Active)
Fire Inspector I
Fire Plans Examiner
Education
Fort Pierce central High School – 1989 Graduate
U.S. Army Ordnance School – 1991 Graduate
Florida State Fire College – 2004-2008
Military Service
U.S. Army National Guard 1991-1994
Honorable Discharge- Enlistment time served

SCOTT ERIC SEIGEL, P.E., LEED AP, C.E.M., CxA, O.P.M.P.
Melbourne, FL
321.474.7302
Scott.Seigel@ymail.com

Areas of Experience

Building Inspection and Plans Reviewssss, Building Code, Mechanical Code, HVAC, Energy Savings Performance Contract (ESPC) Project Financial, Development and Implementation Strategies, Commercial, Building Controls and Field Service, Construction Management, Utility Analytics, Facilities Maintenance and Management

EDUCATION

Bachelor of Science, Mechanical Engineering, University of South Florida, Tampa, FL 1994
Master of Business Administration (Executive MBA Program) University of South Florida, Tampa, FL 2018

CERTIFICATIONS

Professional Engineer, Florida #60980; *Certified Energy Manager*, Association of Energy Engineers;
Commissioning Authority (CxA), AABC; *LEED AP,* USGBC; OPMP, ASHRAE

Experience

JPI – Building Inspector / Plans Examiner 2018-2021

◊ Multi trade building inspector/ Plans Examiner for several governmental agencies in Brevard County including the City of Titusville.

Technical Expert - Engineering Siemens Govt Technologies, USA 2013-2018

○ Customer Service ranking has improved year over year
○ Experience in balancing value propositions across multiple product portfolios
○ Mentored small and disadvantaged businesses to help exceed Federal Government SDB expectations
◊ Provided technical expertise for Energy Conservation Measures (ECMs)
○ Primary analysis included HVAC, Energy Management Control Systems (EMCS), Advanced Lighting Technologies, Cogen and Tri-gen Analysis, Water Reduction Strategies and utility structure analysis'
○ Emphasis in renewable energy portfolios: solar, biomass, wind, geothermal, solar thermal, hydro, and ocean technologies.
○ Final Determination for bundling of ECMs in an ESPC PA/IGA based on the SPB & finance term
○ Development of technical specifications and project schedules based on project requirements as determined by the team

DOD Project Sites: NSGB, USACE, Sigonella, Naples, Rota, Bahrain, Djibouti, CCAD, Var. UMCS Projects

Sr. Project Manager, Sain Engineering Associates (SEA), Birmingham, AL 2009-2013

◊ Directed Federal Project teams across 13-time zones
◊ Directed more than 30 EA and Cx project teams throughout the US, Middle East and Europe encompassing more than 50MMft^2 with projects exceeding $750MM. (80+ Engineers and Contractors - Direct Reports)
◊ Allocated resources based on contract compliance: day to day operations, scheduling, and deliverables
◊ Provided technical expertise for Energy Conservation Measures (ECMs)

DOD clients included GSA, US Navy, USACE, USAF, DOE, Army, ANG and Marine Corp

Sr. Principal Engineer, Williams-Russell & Johnson Engineers/Architects, Atlanta, GA 2009-2011 (Contract)

◊ Designed modified mechanical systems for $40MM educational facility i.e. Steam, CHW, DX, & CW
◊ Responsible Engineer of Record for all Florida projects
◊ Managed General and Mechanical Contractors on all required design modifications

Principal Engineer, General Physics Corporation, Titusville, FL 2008-2009

◊ Led Design Build Team for first major modification of CCAFS/KSC underground Cryogenic gas lines since the Apollo Era
◊ Developed new strategic plan which expanded General Physics business development and teaming capabilities

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- ○ Successful JV with 8A Design Firm for City of Orlando engineered design projects (>$10M)
- ○ Successful JV Teaming for PAFB AFTEC (>$180M Building)
- ◊ Engineer of Record for shovel ready project modifications across KSC, CCAFS, PAFB and Ascension Island

Owner/President, Easley Mechanical Services, Melbourne FL 2003–2008

- ◊ Commercial and Residential HVAC installation
- ◊ Startup company that approached $2M in revenue after 5 years (16 direct reports)
- ◊ Produced C-Suite analytics monthly, P&L responsibilities
- ◊ Performed all annual performance reviews, hiring, training, and mentoring of Technicians
- ◊ Directed all government and commercial sales efforts
- ◊ Developed a successful inventory control method then managed the SCM processes

Sr Facilities Engineer, Siemens Power Corporation, Orlando FL 2000 – 2003

- ◊ Responsible for the design, analysis, and project management of multiple self-determined mechanical and electrical projects in existing office buildings, data centers and laboratories across multiple divisions and 16 buildings (2.4Mft^2)
- ○ Design Projects: Chiller Plants, Data Centers, Multiple office renovations, exterior renovation(s)
  - ▪ Major Project: Major HVAC renovation of 260,000ft^2 headquarters building
  - ▪ Major Project: Construction of (2) 4-story 180,000 ft^2 buildings
- ◊ Specified design criteria, discussed and select minimum equipment requirements with outside equipment manufacturers
- ◊ Produced bid packages which included architectural, mechanical and electrical drawings and specifications
- ◊ Developed strategic plans for mechanical and electrical improvements. Typical facility upgrades included HVAC, temperature controls, electrical, chemical and mechanical equipment, hazmat and fire alarm systems

Engineering Team Lead Raytheon Constructor, Cape Canaveral, FL 1999-2000 (Contract)

- ◊ Led Mechanical Department Engineers, Field and Technical Support for the $250M+ Delta IV Launch Facility (Pad 37B)
- ○ Reduced construction costs by as much as $25M through correctly interpreting existing plans, design intent and specifications for Cryogenic piping and HVAC systems
- ○ Supervised mechanical, electrical and specialty niche contractors

Software Expertise

Analytics: R, Tableau; MS Office: Excel, Word, Project, PowerPoint; Engineering Software: Carrier E-20II, CMMS, Estimation, Tracer, Energy Plus, various load calculation programs

SCOTT ERIC SEIGEL, P.E., LEED AP, C.E.M., CxA, O.P.M.P.
Melbourne, FL
321.474.7302
Scott.Seigel@ymail.com

Volunteer Organizational Leadership

Executive Chairman, American Society of Mechanical Engineers, Cape Canaveral Florida Section 2000-2002

◊ Increased revenues 10-fold over a 12-month period

◊ Expanded Volunteer Executive Board from 5 members to 33 members; P&L responsibility

◊ Government Relations, Woman & Minorities Issues, Professional & Career Development Issues, College Relations, & Member Retention, STEM Teacher Awards, Scholarships, Publicity, and Technical Programs.

◊ Awarded 3 consecutive years, 2000-2002, as Best ASME Section Regionally and worldwide 2001, 2002

President, ASHRAE Space Coast Florida Chapter 2009, 2014

ASHRAE Region XII Chair, Government Activities 2014-2015

Military Experience: US NAVY Electrician

AWARDS

Technical Award for Leadership Canaveral Council of Technical Societies (CCTS)

Extensive Travel: 45 states and 41 countries

SWARR, PETER C., P.E.
Civil Construction Field Engineer
1535 Satinwood Court, NE, Palm Bay, FL 32905
(H)(321) 549-2070 (Cell) (443)-655-4982

EDUCATION

Lehigh University - B.S. Civil Engineering - 1982

REGISTRATIONS

Registered Professional Engineer in Pennsylvania - 2004

Registered Professional Engineer in Delaware - 2004

Registered Professional Engineer in South Carolina- 2009

Registered Professional Engineer in Illinois - 1992

Registered Professional Engineer in Florida - 1991

EXPERTISE

Project Management

Construction Management

Earthwork/Soils Projects

Project Controls – Cost and Schedule

Field Engineering

Owner/Client Relations

JPI 2017- CURRENT

Senior Plans Reviewer and Inspector for multiple trades (building, mechanical, plumbing, and electrical trades). Utilizes tablet to enter field results in real time. Primarily work in St.Lucie County.

SARGENT & LUNDY RESPONSIBILITIES

Mr. Swarr provides construction management leadership and support to Clients assisting them accomplish their project specific scope, schedule, cost, and quality objectives. During the pre-construction phase, his responsibilities include pre-construction planning, project scope development, budget and schedule preparation, bid preparation and award, and performing constructability reviews. In the construction execution phase, he monitors contractor work activities, verifies contractor schedule and work quality, assists in resolving design and installation questions, and administers construction contracts. He has capabilities to lead project teams or perform critical individual contributor role duties. He is a proficient verbal and written communicator.

EXPERIENCE

- **NIPSCo – Reynolds**

Assigned as a field construction engineer for the Reynolds substation and the Reynolds IN to Topeka, IN transmission line. Duties include management of construction activities, overseeing foundation installation, overseeing the delivery of transformers for the project, overseeing the installation of caissons for the substation components, and overseeing clearing of the right of way. (2015 to present)

- **Duke Energy – Oconee Nuclear Power Station**

  Civil Construction Field Engineer. Assigned to the Tornado/HELP and Protected Service Water Project as a Construction Implementation Engineer. During the design process, responsibilities were to provide concrete and structural-related constructability input and analysis to the Engineering Group for specific modifications. During the concrete and structural installation work, supported the Contractors leading activity to resolve Contractor field problems and initiating actions to remove barriers to Contractor installation success. (2009 to 2012). Recalled to site to expedite the drawing as-building process and to facilitate the installation of the PSW pump and associated piping system. In addition, designed various hangers required due to relocated equipment. (2013 to 2015)

- **Basin Electric Power Cooperative – Laramie River Station**

  Civil Construction Field Engineer. Assigned to the Circulating Water Piping Refurbishment Project. Duties were to conduct oversight and inspections of contractor CW piping refurbishment work during the plant outage. Refurbishment work consisted of cleaning, preparation, and coating internal CW piping surfaces. During the work, prepared inspection and progress reports. (2013)

- **OPPD – Fort Calhoun Nuclear Station**

  Civil Construction Field Engineer. Assigned to the Containment Internal Structures Project. Duties were to implement a concrete and structural inspection and testing program for reinforcement of reactor containment internal structures. (2013)

- **ECS Mid-Atlantic**

  Senior Project Engineer. Responsible for preparation of subsurface investigations; providing design recommendations for building foundations; assessment of subsurface data from field investigations; and training of geotechnical inspection personnel. Performed third-party construction inspections including civil, structural, mechanical, electrical, plumbing, insulation, and fire protection for various projects. Supervised field technicians performing soils, concrete, and structural steel inspections. Provided construction advice to clients as to methods to solve their construction problems, such as would be encountered in utility, roadway, or building installation. Performance of property condition assessments, environmental site assessments, and asbestos surveys. Projects included deep foundations for buildings, earthwork projects, residential subdivisions, subdivision roadways, commercial facilities, and industrial facilities in the Delaware, Southeastern Pennsylvania, and Northeastern Maryland region. (2003 to 2008)

- **ASC Geosciences**

  Senior Project Engineer. Responsible for preparation of subsurface investigations; providing design recommendations for building foundations; assessment of subsurface data from field investigations; and training of geotechnical inspection personnel. Supervised field

technicians performing soil, concrete, structural steel, masonry, and other special inspections. In addition, advised contractors as to methods to solve their geotechnical construction problems, such as would be encountered in utility, roadway, or building installation. Performance of environmental site assessments and asbestos surveys. Projects included deep foundations for buildings, residential subdivisions, subdivision roadways, and commercial facilities in the State of Florida. (2003)

- **Law & Associates**

  Senior Project Engineer. Responsible for preparation of subsurface investigations; providing design recommendations for building foundations, assessment of subsurface data from field investigations, and management and training of soils, concrete, structural steel, and masonry inspection personnel. (2001 to 2002)

- **HSA Engineers and Scientists**

  Senior Project Engineer. Responsible for preparation of subsurface investigations, providing recommendations for foundation design; assessment of subsurface data from field investigations; and management and training of geotechnical inspection personnel. (2000 to 2001)

- **Atlantic Testing Laboratories**

  Vice President and Chief Engineer. Responsible for preparation of subsurface investigations; providing recommendations for foundation design; assessment of subsurface data from field investigations; and management and training of soils, concrete, structural steel, and masonry inspection personnel. (1993 to 2000)

- **GSC Environmental Laboratories, Inc.**

  Senior Project Manager/Engineer/Asbestos Consultant. Responsibilities included: supervision of field personnel; marketing; performance of environmental assessments; technical reviews, conduction various other inspections and tests, management of field technicians. (1991 to 1993)

  Project Manager. Responsible for preparation of subsurface investigations; providing recommendations for foundation design, assessment of subsurface data from field investigations, and management and training of geotechnical inspection personnel. (1989 to 1991)

- **Frederick Ward Associates**

  Project Manager. Responsible for establishment of a geotechnical department; interface with clients (including contractors, governmental agencies, etc.); geotechnical recommendations; report preparation/review; training and supervising of lab and field inspectors. (1987 to 1989)

- **Robert B. Baiter Company**

  Project Engineer and Inspector. Responsible for performance of inspections and tests for construction materials including soils, concrete, and structural steel; providing recommendations for shallow and deep foundation systems, and report preparation. (1985 to 1987)

SWARR, PETER C., P.E.
Civil Construction Field Engineer
1535 Satinwood Court, NE, Palm Bay, FL 32905
(H)(321) 549-2070 (Cell) (443)-655-4982

SPECIFIC PROJECT EXPERIENCE

Westbridge Apartments, Annapolis, MD - Senior Project Manager and construction inspector.

The Crescent at Fells Point, Baltimore, MD - Senior Project engineer and construction inspector Domain Brewers Hill, Baltimore, MD - Senior Project engineer and construction inspector.

Annapolis Junction Commercial Park, MD - Senior Project engineer for inspection agency.

Wickham Road widening, Brevard County, FL - Engineer for inspection agency Dairy Road widening, Brevard County, FL - Engineer for inspection agency.

Kennedy Space Center, several projects, including Launch Pads 39 B (Shuttle) and 41 (Titan) - Geotechnical engineer and Engineer for inspection agency.

Walt Disney World, Emergency Services Facility - Geotechnical Engineer.

Walt Disney World, Buena Vista Drive Re-Paving- Engineer for testing agency.

Emerald Isles Condominiums, Panama City, FL - 23 Stories, Geotechnical Engineer, pile inspection, threshold construction inspections.

City of Palm Bay, FL - Geotechnical engineer for roadway re-construction/upgrades City of Melbourne, FL - Geotechnical engineer for roadway re-construction/upgrades.

ANDREW THOMAS MANERO

1113 Blossom Drive Sebastian, FL 32958
ph 561 901 3513, email: atmanero@gmail.com

OBJECTIVE

Collaborate with a team to promote Education & Awareness through the built environment.

CERTIFICATIONS

Registered Architect, AR96338
Interior Designer, ID6107
LEED BD+C

EXPERIENCE

JPI- JOE PAYNE INC., Plans Reviewer/ Building Inspector, August 2017-Present
Residential & Commercial Building Plans Reviewer (In-House) and Building Inspector
In-house Plans Reviewer for St. Lucie County and a Treasure Coast Municipality. Commercial plans examiner for JPI for projects multi-story commercial projects and other forms of commercial projects. Review Permit Documents, Permit Applications, & Notice of Commencement on site. Apply knowledge of Building Code in field to built conditions. Verify construction is compliant with Project Documents and Building Code

UMBER ARCHITECTURE LLC, President, 2013-Present
Residential & Commercial Project Architect
Prepare Construction Documents for Submission to Authority Having Jurisdiction
Review Plans submitted by Engineers, Consultants and Contractors
Meet with Building Official and Plan Reviewer's to walk-through Complex projects
Verify project is in compliance with the Construction Documents during Construction **Projects:**
Stratford Arms- 10,000 square foot Condominium Communal Area Renovation, Boca Raton, FL
Pure Vie- 1,500 Square Foot Spa & Yoga Studio Build-Out, Sarasota, FL
Bowen Residence- New 5,000 Square Foot House in Lighthouse Point, FL
Kathy's House- New 3,200 Square Foot House in Delray Beach, FL
Cohen Residence- 4,000 Square Foot Condominium Renovation in Boca Raton, FL
Kukes Residence- 5,300 Square Foot Condominium Renovation in Boca Raton, FL
Convissar Residence- Residential Addition
Swanson Residence- Residential Site Plan
Equestrian Way- Residential Remodel & Addition

LEIGHTON DESIGN GROUP, 2013-Present
Residential & Commercial Interior Design
Reviewed Plans and Construction Documents for ADA and Building Code Compliance. Project Management, Project Design, Drafting, Scheduling, Construction Administration. Review General Contractor's Bids, for completeness.

ANDREW T MANERO, ARCHITECT, Owner, 2012-2013

Residential & Commercial Architecture

Lupa Shoes- Retail renovation & re-branding

Programming: Analyzed display & storage requirements, created options for new store image

Design Development: Created new floor plan, lighting layout, and display systems within budget

Construction documents: Prepared bid documents, & permit sets

Ortega Lane- High-end residential design/build

Reviewed design concepts with owner & implemented into working drawings

Interviewed contractors, reviewed qualifications & bids

Created construction documents for city

Supervised construction, motivated contractors to meet deadlines

RENEWABLE LIVING INC, General Manager, 2011-2013

High End Interior Design/Build, Custom Fabrication & Installation

Manage general operations, systemization, finances, payroll, and insurance, create marketing material

Generate leads, convert to sale, and close deals

Estimate project costs, negotiate buy-outs, purchase materials, and coordinate installations

Supervise the design & construction teams

WEST ARCHITECTURE, Project Manager, 2010

Architecture & Construction

Met project budget and time schedule

Managed Construction Documents, Engineer Coordination, & Estimating.

Design/Build: Plan & implement fluidity of drawings for construction to minimize changes.

Historic Renovations: Synchronized notes on drawings to accommodate Historic Society &, Archeological requirements with modern construction methods.

Created marketing packages for RFP's

BALFOORT FINNVOLD ARCHITECTURE, Project Manager, 2007-2010

Architecture

Coordinated construction documents with owner, consultants, & city reviewers

LEED Projects: Documented and managed LEED Templates

Estimated and analyzed costs of materials, systems and finishes

Edited and assembled the Project Manual and Specifications

Custom Homes: Met with homeowners to, present select finishes and approve drawings, make sure the homeowner understood the drawings and was always satisfied

Created and presented 3d walkthroughs with selected finishes to homeowners

Completed projects on schedule in accordance with Housing Department requirements and secure permit from the Building Department

Contract Administration: Lead pre-bid & pre-construction meetings, observed job sites during construction administration, and approved pay applications

Addressed and problem solved building issues during construction

GLAVOVIC STUDIO INC, Project Manager, 2005-2006

Architecture, Urban Planning

Site Feasibility Report for Miami Beach: Systematically investigated site conditions, and current user groups

Developed conceptual design based on City Master Plan

Investigated precedents and interviewed potential users for a skate plaza

Compiled findings into a final document and Power Point presentation
Client extended contract for further consideration of project

ARCHITECTURAL DIMENSIONS, Drafter, 2004-2005

Architecture

Retail Stores: Gap Inc/ Old Navy/ Banana Republic
Worked with the project team to complete construction documents.
Administered quality control for drafting team.

ARCHITECTURAL INTERIORS OF SOUTH FLORIDA, Designer/ Drafter, 2001-2003

Interior Design

The Village of Merrick Park, Motorola, ATI Technical School
As build drawings, Construction Documents, Rendering.

ACADEMICS

Florida Atlantic University, Bachelor of Architecture 2006

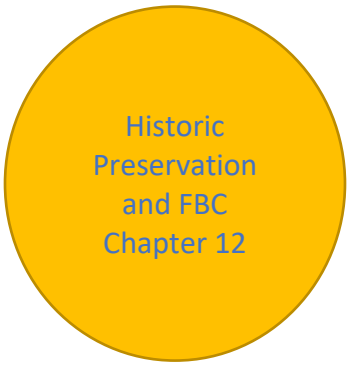
SKILLS

Accela Inspector
Masterspec software
Sketchup, Realistic Renderings
Auto CAD 2D and 3D
Adobe: Photoshop, Illustrator, In Design, Acrobat
Microsoft: Word, PowerPoint, Moviemaker, Outlook, Excel
QuickBooks

GENERAL INFORMATION

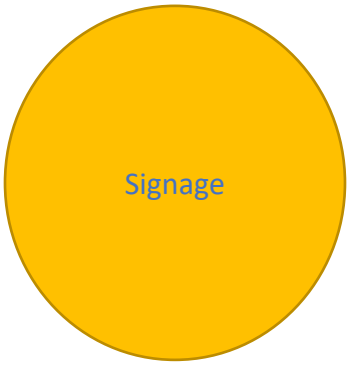
JPI has vast experience with plan review of applications within tourism areas. This primarily comes from our vast clientele in St. Lucie County and coastal areas through Florida. We find that key factors in plan review for visitor tourism and marketing are as follows:

1) Historic Preservation
2) Signage
3) Accessibility
4) Review schedules



Historic Preservation is a key building code activity for tourism in Florida. Our tourism quite often features Historic buildings which are popular for local tourism and out of town tourism. Preservation supports federal funding also for the project to maintain the building in its historic state. FBC Chapter 12 provides Code on Historic Buildings. The intent is to provide means for occupant safety, property conservation and use of designated historic buildings while protecting those elements, spaces and features that make these buildings historically or architecturally significant.

Signage beautifies tourism areas and provides marketing platforms for communities. Appendix H Signs of the Florida Building Code provides Code on the erection of signs. Chapter 31 discusses special construction. Other sections also discuss signage. NEC 2017 provides lighting Code for signage.



One key factor of the Building Code which affects marketing and tourism is accessibility. JPI completes a thorough accessibility review of sidewalks, access, corridor widths and lobbies of common areas. Tourism and marketing projects provide future tax revenues, so with cash flow, always comes the importance of schedule, specifically plan review schedules. These projects may receive priority plan reviews due to the stakeholders involved in the community.

JPI completed plan reviews on a variety of projects over the years with our clientele involving marketing and tourism. Here are three examples:

1) St. Lucie County. St Lucie County has an Office of Tourism which we interface with on key projects. One example, is that JPI has completed plan reviews and other professional services at hangers within the Treasure Coast International Airport.
2) Clearwater, FL. JPI has completed plan reviews and inspections for a variety of new high-rise hotels in Clearwater and Clearwater Beach, FL. The most recent project is the Alanik Hotel in Clearwater Beach, FL which broke ground in 2023.
3) Fernandina Beach. Fernandina Beach Main Street is regulated by the National Trust for Historic Preservation. Demolition within most commercial building in this area is limited to what is allowable the Preservation. These restrictions far surpass the Building Codes for certain work, as Preservation is the key goal.

CERTIFICATES

JPI provides DBPR and sunbiz.org certificates. Also, we provide a summary table of our employee licensure.

JPI	DBPR	Years Exp
Joe Payne	FLPE55751	30
Greg Perlin	BN6576	40
Jack McCabe	BN4613	50
Jason Steele	FLPE69234	20
Cory Brockett	FLPE74677	20
Bob Hightower	BN2430	40
Doug Walton	AR0007045	50
Andrew Chupka	FLPE46655	40
Juan Mastrapa	FLPE68217	30
Greg Martin	BN3947, PX1848	40
John Wiggins	BN2384	40
Andrew Mareno	AR96338	20
Eddie Page	FLPE69045	30
Pete Swarr	FLPE44159	40
Ezz Elgayar	BN6415	40
Robert Bryce	PX2783	45
Scott Seigel	FLPE60980	30
Luke Curtis	RPX279, PX3717, BN6614, BU1975	30
Andrew West	FLPE60301	30
Dan Folwell	BN6927	40
Charles M. Nolan	FLPE19889	45
Rick Hoepner	FLPE23319	50
Ryan Ferry	BN6617	15
Mark Thornbloom	FLPE50107	35
Jon Thomas	BN7125	15
Glenn Hall	PX3588, BN5324	50
Kevin Singley	PX3601, BN4798, BU1872	30
Micheal Tew	PX2675, BN5003	30
Tony Murphy	AR100424	35
Robert Peck	BN7567	40
James Crouch	BN8698	40

Detail by Entity Name

Florida Profit Corporation
JOE PAYNE, INC.

Filing Information

Document Number	P10000059808
FEI/EIN Number	80-0640420
Date Filed	07/21/2010
State	FL
Status	ACTIVE

Principal Address

5995 S HIGHWAY A1A
MELBOURNE BEACH, FL 32951

Changed: 06/28/2021

Mailing Address

5995 S HIGHWAY A1A
MELBOURNE BEACH, FL 32951

Changed: 02/09/2022

Registered Agent Name & Address

PAYNE, JOSEPH
5995 S Highway A1a
MELBOURNE BEACH, FL 32951

Address Changed: 01/23/2022

Officer/Director Detail

Name & Address

Title DPST

PAYNE, JOSEPH
5995 S Highway A1a
MELBOURNE BEACH, FL 32951

Annual Reports

Report Year	Filed Date
2021	01/11/2021

2022	01/23/2022
2023	01/19/2023

Document Images

01/19/2023 -- ANNUAL REPORT	View image in PDF format
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01/28/2020 -- ANNUAL REPORT	View image in PDF format
02/14/2019 -- ANNUAL REPORT	View image in PDF format
01/21/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
07/07/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
04/19/2014 -- ANNUAL REPORT	View image in PDF format
04/27/2013 -- ANNUAL REPORT	View image in PDF format
04/12/2012 -- ANNUAL REPORT	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
07/21/2010 -- Domestic Profit	View image in PDF format

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View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:50:56 AM 6/1/2023

Licensee Information

Name:	**JOE PAYNE, INC. (Primary Name)**
Main Address:	**5995 S HIGHWAY A1A** **MELBOURNE BEACH Florida 32951**
County:	**BREVARD**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**29882**
Status:	**Current**
Licensure Date:	**04/24/2012**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

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View License Complaint

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Fictitious Name Detail

Fictitious Name

JPI

Filing Information

Registration Number	G15000008007
Status	ACTIVE
Filed Date	01/23/2015
Expiration Date	12/31/2025
Current Owners	1
County	HILLSBOROUGH
Total Pages	4
Events Filed	3
FEI/EIN Number	80-0640420

Mailing Address

5995 S HIGHWAY ALA
MELBOURNE BEACH, FL 32951

Owner Information

JOE PAYNE, INC.
5995 S HIGHWAY ALA
MELBOURNE BEACH, FL 32951
FEI/EIN Number: 80-0640420
Document Number: P10000059808

Document Images

01/23/2015 -- REGISTRATION	View image in PDF format
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05/27/2021 -- CHANGE NAME/ADDRESS	View image in PDF format
01/12/2020 -- Fictitious Name Renewal Filing	View image in PDF format

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Filing History

Fictitious Name Search
Submit

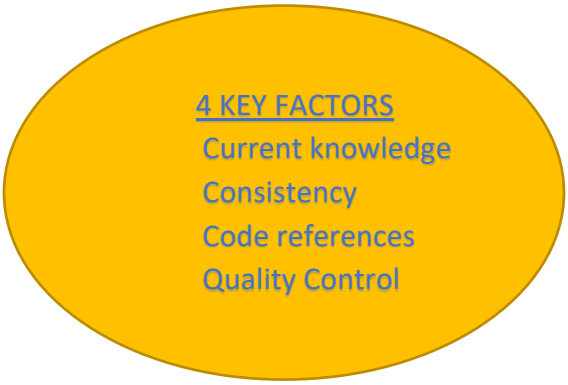
FINANCIAL DATA

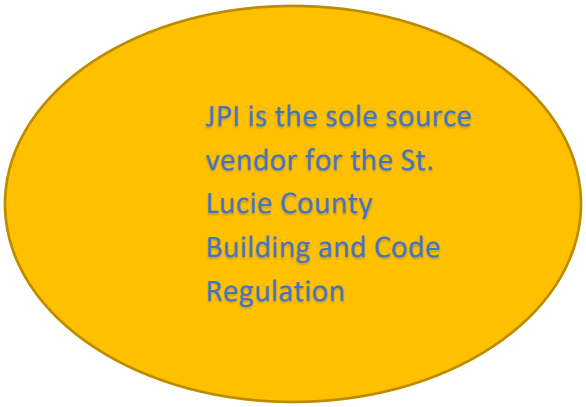
JPI's Dunn and Bradstreet number is 039948949. If necessary, we will submit our 1120 tax forms as proprietary during the selection process.

SCOPE OF WORK

Our Approach to the Scope of Work is based on our sound knowledge of Building Code Review from our statewide contracts. There are several key factors of measurement for the success of the Approach to the Scope of Work. From our experience, JPI found that the citizen and contractor end user's needs are best met through four key factors:

1) Current knowledge
2) Consistency
3) Code references
4) Quality Control





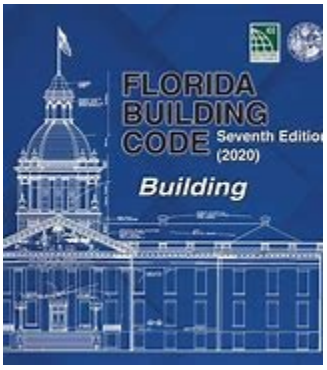
Current knowledge is a key factor for this work. JPI possesses technical staff who are subject matter experts in plan review. Through our current work with plan review, JPI maintains knowledge of Technical Bulletins, Code Advisories, and Code Updates. JPI possesses this knowledge in both residential and commercial construction and in all trades. From feedback that we receive from our current clientele, our commercial plan review is very thorough with code references and cross reference to NFPA and other codes. JPI has worked with St. Lucie County since 2018 and is familiar with how to interact with the local builder community.

The second key factor is Consistency. Specifically, with the Pass/Fail rate of our work for statistical significance to the City employees. This establishes consistency between resources and provides consistency to the citizens of Fort Pierce. The contractor community is sensitive to a new plan reviewer creating review comments unseen regularly in the community. JPI proposes to initially contact the Building Division with our proposed comments prior to posting to the applicant. JPI possesses several standard comment files, with code refences, that we can share with the Building Division.

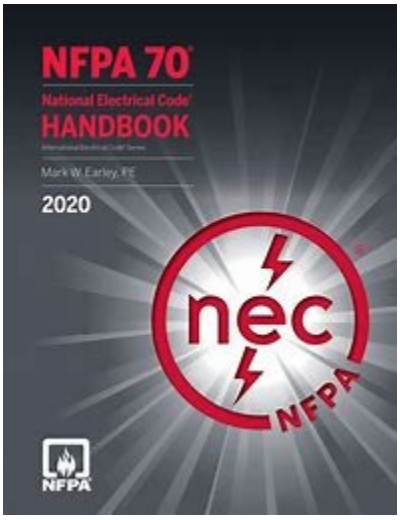
JPI possesses permitting software knowledge through our past and current work. We are familiar with the main screen which lists the active reviews in que. As an on-call provider, JPI provided professional services for all trades including electrical, mechanical, building, and plumbing trade professionals. JPI is different from our competitors because of our availability of multi-trade staff and the personal touch of the Owner, Mr. Payne, who will leave the office and assist clients with plan review services. **Mr. Payne regularly reviews plans for Mr. McCloud.** JPI is a 100% Florida Based company with 100% of our employees residing and working in Florida.

Our notice period to provide staffing ranges from **five minutes** to five days. When the City provides five days of notice, JPI will typically serve these requests 100 percent of the time. When the City provides 24 hours of notice, JPI will typically serve these requests 90 percent of the time. When the City calls us in the morning of the day requiring plan review, we still can meet this request with a 50 percent reliability, by having local staff and the ability of the Owner Mr. Payne, to leave the office and service contracts "hands-on".

JPI will provide all equipment necessary for this work and has done so as an incumbent. JPI employees maintain FBC, NEC, NFPA, ICC and other related code references as they complete their work. For plan review, 30 full-time equivalents, FTE's, can perform plan review with at least 10 FTEs per trade available (due to multi-trade licensure). JPI has four licensed building officials available for this contract and twenty licensed professional engineers.

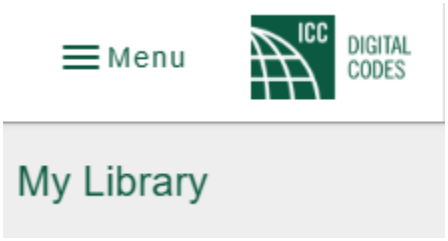


The third key factor is Code References. JPI proposes a **WORK Plan** unique to the services listed within this RFP. Our **WORK Plan** will consider all regulatory Codes for this Work Objective. The 2020 FBC, Mechanical, 7th edition will regulate policy for HVAC systems. The 2010 ADA will regulate the ADA inspections along with Accessibility Code. The 2020 FBC including the Existing Conditions Chapter, will regulate building code compliance, doors and hardware, fences, structural aspects of Fireplaces & Chimney, Insulation, Roofing Systems, Seawalls, Docks, and Structural Components. Florida Elevator Code Authority and FBC Chapter 30 (over three stories) regulates elevators. NFPA 70 regulates fire protection and co-regulated NEC 2017 and 2020. ASCE 7-16 regulates wind loads. The Energy Code is an overlapping regulation. Solar Energy Code is regulated in several locations including Chapter 23 of the Residential Code and Chapter 14 of the Mechanical Code, and the Florida Plumbing Code. FBC Chapters 4 and 45 regulate swimming pools and saunas. The Florida Plumbing Code regulates plumbing systems, plumbing and pool heaters, and the Gas



Code regulates gas pool heaters. Additional Code considerations within our Operational Plan include NFIP, NPDES, ACOE, FAA47CFR, and FAA107 for the developing Drone technologies for roof inspections.

Continuing with this **WORK Plan**, JPI will input the daily plan review results in a timely fashion. JPI professionals will utilize individual emails and direct phone numbers to communicate with City constituents. JPI has multi-trade professionals who will review and process construction plans for issuance of building permits under the Florida Building Code. JPI will enforce other agency submittals including FEMA, Driveway permit, and FDEP. JPI will maintain records of work conveniently through creating a pdf of the results. JPI will enforce the 50/50 rule for substantial improvements for FEMA on projects and review and maintain all records required by Federal Emergency Management Agency ("FEMA") in association with the processing of building permits in the format required by FEMA. JPI will maintain all records and documents in accordance with Public Records Law (Chapter 119, Florida Statutes) and using the current General Records Schedule GS1-SL (For State and Local Government Agencies) which includes the GS6 (For Building Departments). This expands to include code enforcement of hazards, nuisances, and violations. JPI's multi-trade professionals and licensed engineers will assist in the preparation of the Insurance Services Office (ISO) evaluation for the City.

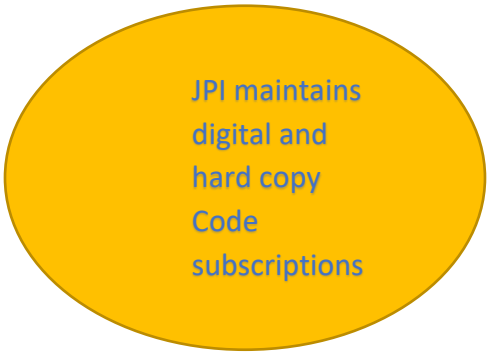


JPI Professionals possess OSHA Level D attire with JPI logo shirts. In the office, JPI professionals will dress in business casual with JPI logo shirts. JPI personnel have smart phones with mobile hotspots and Bluetooth for ease of Wi-Fi and platform access. In addition, JPI personnel utilize Ipads which contain training and continuing education software. All JPI Building Code Professionals receive continuing education for license renewals. Engineers receive continuing education bi-annually for license renewals as do Registered Architects. JPI has a digital subscription to the ICC digital library and as continuing education all employees reference a digital subscription of the Florida Building Code in their practice along with the use of ICC code check books.

JPI will initially utilize staff already located locally. Joe Payne is the Project Manager. JPI is a statewide firm staffed with a TEAM ORGANIZATION of 40 professionals. Our company's operational capacity is 1800 hours per week. Currently, we are running at approximately 1400 hours per week billable which is our current and projected workload. We have up to 400 hours per week of surplus capacity available to service this contract. This is approximately ten full-time equivalents. We are operating at 77.78% capacity with 22.22% availability to support our WORK PLAN.

JPI's **EXPERIENCE** includes successful and practical work on similar projects. JPI currently serves numerous similar agencies including St. Lucie County, Martin County, Brevard County,

City of Stuart, and previously, Indian River County. JPI has a proven track record of excellent customer service, and the City may contact any of our references to verify the same. JPI will perform the duties of the Plan Examiner to accept and review plans, issue permits, perform inspections, issue certificates of occupancy and perform other Florida Building Code and City Code duties.

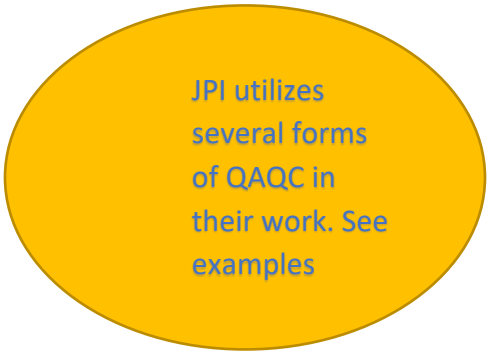


JPI has a full access digital subscription to the ICC website which provides digital access to current and prior editions of the Florida Building Code. In addition, our staff possesses handbooks on tablets and smartphones (with mobile hotspots) which provide convenient access to Code references. The **TEAM MANAGEMENT** of JPI includes a quality control program for new contracts, and staff, which includes mentoring and shadow/ over the shoulder training. Joe Payne, PE is the **TEAM PROJECT MANAGER and regularly monitors the pass/fail rate of our inspections.**

FEMA is a key plan review and inspection subject matter that interfaces with ROW, Zoning, Site, Habitat, Environmental, and all services under this RFP. The monitoring of FEMA substantial improvements is imperative. Key activities fall under Flood Damage Reduction, however, also consider public information (elevation certificates).The Zoning activities under this RFP dovetail into Mapping and Regulations and Flood Damage Reduction. This contract supports Warning and Response activities by filing in for City operations during Emergency Management situations such as named Hurricane Storms. Public Information Activities mainly consist of elevation certificates. This begins at the plan review level when the reviewer checks for the FEMA base flood elevation and design flood elevation. FEMA Technical Bulletin 10-01, page 7, Figure 2 is a key resource when reviewing foundation construction in the floodplain.

The City floodplain manager provides Map Information Services and Hazard Disclosures to the Community. We presume that under this current RFP, that JPI will interface with hazard disclosures through the ROW field investigation work. JPI will utilize available City GIS system data for Flood Protection Assistance and Flood Insurance Promotion. The Zoning and Habitat service under this contract will support Mapping and Regulations. Habitat supports Open Space Preservation.

The goal of these efforts is to develop into Flood Damage Reduction. Floodplain Management Planning is a goal of the Zoning reviews. The ROW services under this contract will support Acquisition and Relocation services. Flood proofing is a concept regulated in efforts to provide flood protection. Flood vents, flood proofing materials below the Design Flood Elevation, raising electrical panels to elevations above the DFE, are all examples of Flood Protection activities. Site Inspections will support Drainage System Maintenance. Our services provide support to the City for Warning and Response activities. When City employees need to enter communities to complete damage assessment, for example, JPI staff backfill the Division and complete their inspection and plans examination for that period of time.



A fourth key measuring factor for this work is Quality Control. JPI's Quality Control process starts with Day 1 for the employee. JPI has a shadowing program, and employees have over the shoulder shadow training for the first two weeks. This is a progressive training approach in which the over the shoulder time decreases daily over the two weeks. Also, we conduct audits of work for employees and randomly have shadow oversight. The employee is informed in the morning that JPI will oversee their work that day. For plan review and office work, JPI completes work from Code Review checklists. JPI feels that it is best to depict checklists used for our work to emphasize that work. The following are examples of Quality Control processes and procedures utilized for work under this contract.

Date: ___/____/____ Permit Number:

2020 Plan Review Guideline (SFR)

Based on Florida Building Code 7th Edition (2020)

Living SF: ____ __ Non-Living SF: _____ Total SF: ____ __ Bedrooms: Bathrooms: Stories:

Insulation/efficiency: _ ____ ____ Heat: Roof: _____ ☐ Porch ☐ Gas

- ☐ Consistent square footage calculations on construction plans and zoning permit FBC 107.2.6
- ☐ Consistent approved plot plan and construction plans FBC 107.2.6
- ☐ FL product approval sheet for all exterior materials FBC 107.2.4
- ☐ Energy calculations FBC EC R101.5
- ☐ Form 405-2020
  - ☐ Signed by preparer and owner/agent
  - ☐ Has pass seal
  - ☐ Conditioned floor are matches living area on plans
  - ☐ Attic Vented ☐ Attic Unvented
  - ☐ Insulation matches wall sections on construction plans
  - ☐ Water heater ☐ (Gas) ☐ (Electric)
- ☐ Manual J FBC EC R403.7
  - ☐ Consistent with Manual S
  - ☐ Equipment information notated
- ☐ Manual S FBC EC R403.7
  - ☐ Total capacity equal to or greater than 100% and less than or equal to 115% (or closest available unit size)
- ☐ Duct layout FBC EC R403
  - ☐ Consistent with construction plans (flipped ducts layouts are unacceptable)
  - ☐ Duct sizes, CPM, and return/supply Or
  - ☐ Manual D

General Construction Plan Requirements

- ☐ Paper Plans FAC 61G15-23, 61G1-16
  - ☐ Original hand signature and wet or raised seal from a licensed Florida design professional
- ☐ Digital Plans FAC 61G15-23, 61G1-16
  - ☐ Unlocked digital signature capable of verification and a seal from a licensed Florida design professional on the first page
- ☐ Plans dimensioned and scaled
- ☐ Plans legible (minimum text size 3/32")
- ☐ LCC Ch.6
- ☐ Plans designed to the 2020 Florida Building Code Residential and all other applicable codes

Structural

- ☐ Wind zone location or wind speed FBC R301.2.1
- ☐ Exposure category FBC R301.2.1.4
- ☐ Design loads FBC R301
- ☐ Components and cladding pressures for openings FBC R609.2
- ☐ Lumber grade and species FBC R502, 602, and 802
- ☐ Fasteners used with P.T. wood FBC R317.3
- ☐ Lintel designation FBC R608.8.2

Foundation Plan

- ☐ Slab description (thickness and compressive strength) FBC R402.2 and 506
- ☐ Minimum 6-mil polyethylene or approved vapor retarder FBC 506.2.3
- ☐ Soil bearing value FBC R401.4
- ☐ Termite treatment FBC R318
- ☐ Sloped garage floors to main door FBC R309.1
- ☐ Footing dimensions and location FBC
- ☐ Footing minimum 12" below grade FBC R403.1.4
- ☐ Isolated/Colum footing dimensions and location
- ☐ Stem/retaining wall height

Floor Plan

- ☐ Square foot tabulation (living/nonliving)
- ☐ 1 exterior swing door to be minimum 3'x6'-8" FBC R311.2
- ☐ Hazardous glass locations indicated as "Temp." or "Safety" (Within 2' of doors, bath or pool areas within 5' with a sill below 5', stairs with sill below 3', within 5' of bottom of stairs with sill below 3') FBC R308.4
- ☐ Solid or 20 min fire rated door from garage to dwelling FBC R302.5.1
- ☐ ½" gypsum or better on garage wall side of dwelling separation FBC R302.6
- ☐ 5/8" type x gypsum on garage ceiling if habitable room above FBC Table R302.6
- ☐ 1 bath/toilet room with a 29" minimum clear access, on the lower floor FBC R320
- ☐ Sleeping rooms have E.E.R.O/Egress Opening FBC R310.2
- ☐ Attic access location (minimum 22x30 and all separate areas with 30" height clearance) FBC R807
- ☐ Hallways minimum 3' wide FBC R311.6
- ☐ Rooms labeled and uses identified

Elevation Plan

- ☐ All elevations
  - ☐ Dimensioned
- ☐ Windowsills minimum height FBC R312.2.1
- ☐ Roof vent calculations if required on Form 405-2020 FBC R806
- ☐ Crawlspace ventilation and access (if applicable) FBC R408
- ☐ Roof slope FBC R905
- ☐ Roof material FBC R904
- ☐ Location of vented appliance/fireplace (if applicable) FBC R G2427
- ☐ Egress windowsills maximum height FBC R310.2.2

Truss Plan

- ☐ Signed and sealed by design professional of record FBC R802.10
- ☐ Strapping locations FBC 107
- ☐ Truss bracing FBC R802.10.3
- ☐ Connector chart specifying the type, size, and number of fasteners FBC 107
- ☐ Gable end details (if applicable) FBC R602
- ☐ Truss plans consistent with elevations FBC 107

Electric Plan

- ☑ Electric layout FBC 107 per NEC 2017
- ☐ Smoke alarms FBC R314
  - ☐ In each sleeping area
  - ☐ Outside each sleeping area
  - ☐ On each dwelling floor
- ☐ Carbon monoxide alarms (if applicable) (within 10ft of sleeping rooms) FBC R315

Details

- ☐ Stair construction details indicate minimum 10" tread and ¾" - 1 ¼" nosing, maximum 7.75" riser height, 6'-8" headroom height, 36" wide/deep landings at top and bottom, handrail location, 34"-38" handrail/guardrail heights, and maximum 4" open rail spacing FBC R311.7
- ☐ Guards at porches, balconies, open stairs, ramps, raised floor more than 30" need guards: 34" at stairs and ramps, 36" all other areas FBC R312.1
- ☐ Show fire protection (minimum ½" gypsum board) under stairs FBC R302.7
- ☐ Bearing/Sheer/Opening/Header construction/details FBC 107
- ☐ Wall section(s) from foundation through roof to include wall assembly of interior and exterior materials FBC R301
- ☐ Frame walls have 2 layers of water-resistant barriers FBC R703.7.3
- ☐ Chimney/Fireplace Details FBC R1001
- ☐ Manufacturer specifications for factory-built fireplaces FBC R1005
- ☐ Wall sheathing with nailing pattern indicated FBC R604
- ☐ Roof sheathing with nailing pattern indicated FBC R803
- ☐ Wood sill plate anchoring to foundation FBC R403.1.6, 602
- ☐ Header and connection details for exterior and/or bearing walls FBC R602.7
- ☐ Dormer framing details FBC 107
- ☑ Provide gas layout FBCR G 2413
- ☐ Provide soffit detail FBC R704

.

The following is a standard checklist for a condo remodel/ renovation similar to Plan Examining Commercial - Remodel Multi-Trade (all trades) Review in the rate sheet:

CONDO KITCHEN/BATH RENOVATION

NOTICE: *Effective January 1, 2023, a smoke alarm that is newly installed or replaces an existing battery-powered smoke alarm must be powered by the condo electrical system with a back-up battery that powers the alarm for at least 10 years. The battery requirements do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as part of a centrally monitored or supervised alarm system.*

☐ I. Fire Protection

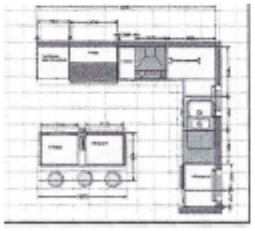
- ☐ a. **Fire Sprinkled?** Y☐ or N☐ (If yes, show on plans)
- ☐ b. **Fire Alarm?** Y☐ or N☐ (If yes, show on plans)
- ☐ c. Show existing & proposed location for new or relocated fire sprinklers/fire alarms/smoke detectors/strobes/horns, etc.
- ☐ d. State if smoke alarms are hardwired and /or interconnected. FBC 420, NFPA 72 & NFPA 13

☐ II. Type of Construction (per FBC Ch. 6): ***Check One***

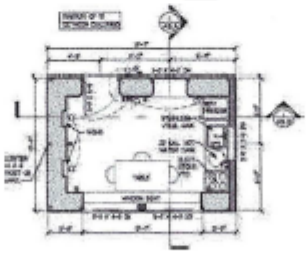
Type I: ☐	**Type II:** ☐	**Type III:** ☐	**Type V:** ☐
Concrete & steel High-rise tower	Masonry & steel Mid & low-rise	Masonry & steel Wood roof or floor Mid & low-rise	Wood frame Construction Low-rise
*Metal stud construction Fire treated wood		Wood Stud Construction Allowed	

☐ III. Show Floor Plans:

Existing space ☐



Proposed space ☐



Basic overall condo layout ☐

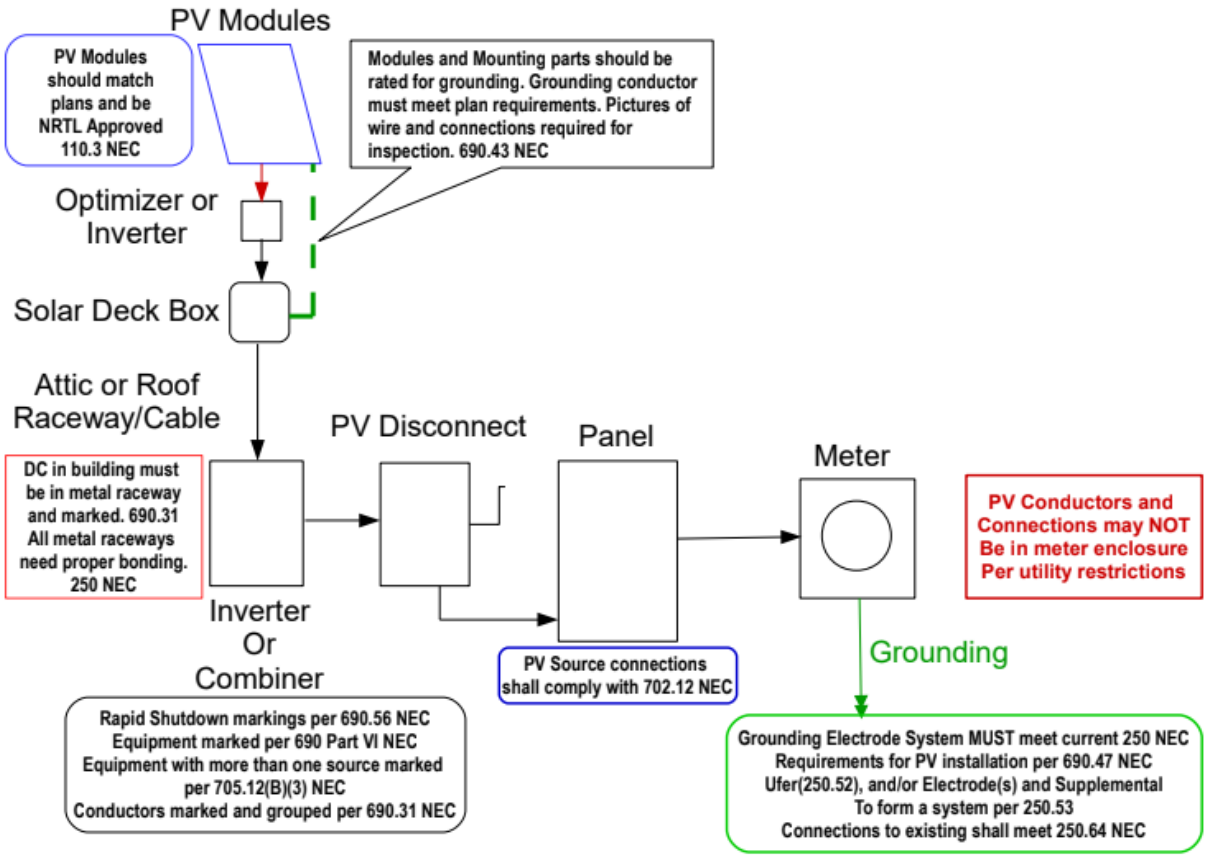
☐ IV. Indicate scope of work for:

- ☐ a. HVAC: Relocated supply/RA or exhaust duct
- ☐ b. PLBG: Relocated or new fixtures ~ provide Plbg ISO
- ☐ c. ELEC: New/altered GFCI circuits ~ provide panel schedule

☐ V. Replacing tile/wood flooring? Sound underlayment ~ Minimum 50 STC impact IIC rating required per (2020) Florida Building Code (FBC) 7th Edition, Section 1207

☐ VI. Any change to the fire rated corridor, tenant 1hr wall, or penetration of wall or floor **ATTACH UL DETAIL.**

The following is a Solar Project Review checklist:



ADDITIONAL DATA

JPI has completed Building Official, Plans Review, and Inspection services for St. Lucie County since 2018. We encourage the City to contact Monica Graziani at St Lucie County for reference.

SECTION VI
STANDARD FORMS

The forms listed in this section are to be complete and submitted with your proposal.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

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

(Name of Business)

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

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

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

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

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

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

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

Joseph Payne

Proposer's Signature

06.05.23

Date

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

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

Joe Payne, Inc.

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

JPI

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

5995 s a1A

Requester's name and address (optional)

6 City, state, and ZIP code

Melbourne Beach FL 32951

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

8	0	–	0	6	4	0	4	2	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ► Joseph Payne | **Date** ► 1.23.23

General Instructions

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

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

Purpose of Form

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

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

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

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2023-039
ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name St. Lucie County	**Name** City of Palm Bay
Contact: Monica Graziani	**Contact:** Val Perez
Address: 2300 Virginia Avenue	**Address:**
Fort Pierece, FL 34982	190 Malabar Rd Ste 105, Palm Bay, FL
Telephone: 772.462.1599	**Telephone:** 321.952.3400 x 5887
Email: grazianim@stlucieco.org	**Email:** valentino.perez@palmbayflorida.org
Name City of Melbourne	
Contact: Steve Innes	
Address: 900 E. Strawbridge Ave.	
Melbourne, FL 32901	
Telephone: 321.608.7929	
Email: Steve.Innes@mlbfl.org	

PROPOSAL PRICING FORM
RFP NO. 2023-039 ~ ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

The following proposal(s) is submitted on behalf of: JPI for the requested services, in accordance with the agreements and specifications contained in RFP No. 2023-039.

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

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

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform plan review services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. • Full-Time Plan Reviewer	**BLDG, M,E, or P**	**$** 82 **per hour**
		1 + 2 Family	**$** 82 **per hour**
		Multi	**$** 82 **per hour**
2	• Perform plan review services. • Per Plan reviewer: In excess of 40 hours per week.		**$** 82 **per hour**
		1 + 2 Family	**$** 82 **per hour**
			$ 82 **per hour**
3	• Perform plan review services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • Part time plan reviewer		**$** 82 **per hour**
		1 + 2 Family	**$** 82 **per hour**
			$ 82 **per hour**
4	• Perform plan review services. • Pre Plan Reviewer On an needed basis • As needed Plan Review	**1 + 2 Family**	**$** 82 **per hour** **$** 82 **per hour**

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance as stated in proposal documents.	X	
Did you include a list of all materials and equipment to be used in providing the service?	X	
Is Drug-Free Workplace form signed and enclosed?	X	
Proposal envelope is marked accordingly	X	
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		X
Disregard, if you are going to utilize the electronic submission option.	X	
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL Joseph Payne

JPI acknowledges all addenda

Joseph Payne 06.05.23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2023

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

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

PRODUCER Straight-Line Insurance, LLC 1301 Grasslands Blvd., Suite 100 Lakeland, FL 33803 www.straightlinellc.com	**CONTACT NAME:** Straight-Line Insurance, LLC **PHONE (A/C, No, Ext):** 863-904-4776 **FAX (A/C, No):** **E-MAIL ADDRESS:** info@straightlinellc.comn
INSURED Joe Payne, Inc JPI 5995 S Hwy A1A Melbourne Beach FL 32951	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Certain Underwriters at Lloyd's of London — 32727 **INSURER B :** Infinity Auto Insurance Company — 11738 **INSURER C :** Insurance Company of the West (ICW) — 27847 **INSURER D :** Burlington Insurance Company — 23620 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 73468209 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	✓ **COMMERCIAL GENERAL LIABILITY** ☐ ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	738BG02358-03	4/7/2023	4/7/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY ✓ Allowed Autos ☐	✓	✓	509-82007-3557-001	6/18/2022	6/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EXCESS COVERAGE	$ 1,000,000 $ 5,000 $ 100,000 $ $ 100,000
D	☐ **UMBRELLA LIAB** ☑ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓	✓	HFF0012529-3	4/7/2023	4/7/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	WFL 5054011 03	3/6/2023	3/6/2024	✓ PER STATUTE ✓ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability	✓	✓	PLC-01064-00	6/19/2022	6/19/2023	Per Claim/Agg: $2,000,000 / $2,000,000 Deductible: $25,000	

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

Auto Liability Coverage Form - Hired Auto, Non-Owned Endorsement
E919 - Blanket Waiver of Transfer Rights of Recovery Against Others
E921 - Additional Insured - Primary and Non-Contributory

CERTIFICATE HOLDER

St. Lucie County BOCC
2300 Virgina Avenue - FL 3
Fort Pierce, FL 34982-5632

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Nicholas Davis

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APPENDICES

DemandStar Instructions
How to use E-Bidding

PROPOSAL PRICING FORM
RFP NO. 2023-038 ~ ANNUAL CONTRACT FOR INSPECTION SERVICES

The following proposal(s) is submitted on behalf of: _____ for the requested services, in accordance with the agreements and specifications contained in RFP No. 2023-039.

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

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

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform Inspection services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. FULL TIME INSPECTOR	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	$ 82 per hour $ 82 per hour $ 82 per hour
2	• Perform Inspection services • Perform inspection services in excess Of 40 hours per week. • FULL TIME INSPECTOR OVERTIME	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	82 $ 82 per hour $ 82 per hour $ 82 per hour
3	• Perform Inspection services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • PART TIME INSPECTOR	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	$ 82 per hour $ 82 per hour $ 82 per hour $ 82 per hour
4	• Perform Inspection services. • Per Inspector on an as needed basis • AS NEEDED INSPECTOR	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	$ 82 per hour $ 82 per hour

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	RFP No: 2023-038
Pre-Proposal Conference Date: 10:00AM, MONDAY, MAY 22, 2023	RFP Title: ANNUAL CONTRACT FOR INSPECTION SERVICES
Pre-Proposal Location: CITY HALL, 1ST FLOOR CONFERENCE ROOM 100 N. US HIGHWAY 1, FORT PIERCE, FL	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, TUESDAY, JUNE 6, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: JPI Mailing Address: 5995 S A1A Melbourne FL 32951	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: Joseph Payne
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: President
Incorporated in the State of: FL Year: 2010	Delivery in _____ days, ARO
Phone Number: 813 520 1683	Payment Terms: Net 30 Days
Fax Number: 813 520 1683	FEIN or SS Number: 80 0640420
E-Mail Address: joe@jpiflorida.com	Local Business: ___Y X N MWBE: ___Y X N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REVISED** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	**RFP No: 2023-039**
Pre-Proposal Conference Date: **11:00AM, MONDAY, MAY 22, 2023**	**RFP Title: ANNUAL CONTRACT FOR PLAN REVIEW SERVICES**
Pre-Proposal Location: **CITY HALL, ENGINEERING CONFERENCE ROOM, 1ST FLOOR** **100 N. US HIGHWAY 1,** **FORT PIERCE, FL**	**RFP Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:30 PM, TUESDAY, JUNE 6, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: GFA International, Inc. dba Universal Engineering Sciences **Mailing Address:** 607 NW Commodity Cove	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Port St. Lucie, FL 34986	**Typed or Printed Name:** Thomas Montano, PE
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** Branch Manager
Incorporated in the State of: FL **Year:** 1988	**Delivery in _____days, ARO**
Phone Number: (772) 924-3575	**Payment Terms: Net 30 Days**
Fax Number: (772) 924-3580	**FEIN or SS Number:** 65-0874962
E-Mail Address: tmontano@teamues.com	**Local Business:** X **Y** ___**N** **MWBE:** ___**Y** X **N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

2023-039: City of Fort Pierce

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

UES™

Grounded in Excellence

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SECTION 1

LETTER OF TRANSMITTAL

Date: June 6, 2023

Attention: City of Fort Pierce
Purchasing Division - Room 101
100 North U.S. #1 - 1st Floor
Ft. Pierce, FL 34950

Reference: 2023-039 ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Dear Committee Members:

GFA International, Inc., (GFA) dba Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience in response to RFP 2023-039 Annual Contract for Plan Review Services. We have a firm understanding of the scope outlined within and are confident that our capabilities and experience position UES as the ideal firm to execute this scope. We have served Fort Pierce clientele in a variety of ways for many years, and we are eager to build upon our relationship in support of the City of Fort Pierce' needs and vision.

In early 2020, GFA International, Inc. (GFA) and Universal Engineering Sciences, Inc. strategically merged, forming the UES Family of Companies—the largest, most experienced, resource-rich organization of its kind in the nation. This union has grown to include more than 12 other companies across the nation, from the Carolinas to California.

It is important to note that the leadership, personnel, and most importantly, the exemplary service typical of all companies included in the Universal Family of Companies remains unchanged. That being said, the increase in fleet, personnel, and technology will significantly benefit all clients associated with UES.

UES has over 70 fully operational and fully-staffed branches spanning the U.S., with19 located in Florida. These strategically situated offices meet our clients' needs by providing local expert knowledge and solutions unique to the region. The wide distribution of our resources also means that we are able to rapidly respond to our clients and immediately allocate equipment and manpower.

Each office is staffed with dedicated professionals who are familiar with the region's geographic conditions, state, county, and city regulations, and who have developed strong working relationships with local specialized subconsultants and vendors.

Our team has decades of experience providing expert plans reviews for clientele and complex projects of all sizes, including municipalities similar to Fort Pierce. Our team's technical expertise, our specialized training, fleet of equipment, and wide scope of capabilities has assisted our clients in finding solutions to difficult and intricate challenges on various projects.

Our mission is to provide the City of Fort Pierce with cost-effective, efficient, and accurate Inspection Services. Integrity is the keystone of our business relationship with all of our clients.

We understand that the selected firms must be appropriately qualified, licensed, and be an experienced vendor fully capable of providing review of building, plumbing, electrical, mechanical, gas, and structural plans in accordance with the requirements of all applicable codes and ordinances.

Furthermore, we recognize the individuals performing these duties must possess a minimum of five years' construction industry experience, as well as valid licenses in good standing with the Department of Business and Professional Regulation.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work who are also exceptionally innovative, dynamic, and responsive. We want our clients to think of UES as an extension of their organizations and their trusted advisors.

Matthew Chaney will serve as Project Manager for this contract. He will assign personnel as projects are awarded and will oversee each project personally. Matthew will be involved in ensuring reviews are performed according to the scope of services and in developing the budget for each.

Our Port St. Lucie office has a network of support from our other South Florida offices, including Miami, West Palm Beach, Clewiston, and Delray Beach. With multiple branch offices located near the City of Fort Pierce, UES is uniquely positioned to draw from a large pool of resources, skill sets, and capabilities in order to provide superior geotechnical services required under this contract.

Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. This Request for Proposal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP. UES attests that the information provided in this RFP response is complete, current, and factual.

Our team is ready to serve as an extension of your staff, and we will represent the City of Fort Pierce in the best possible way. UES' reputation, facilities, and culture attract some of the industry's most experienced and knowledgeable professionals. Many of our staff have been with the company for 10 years or more. An unmistakable passion for excellence is ever-present, as is a camaraderie and eagerness to teach, learn, and contribute to our clients' success.

On behalf of our entire team, we would like to thank you for this opportunity, your time, and consideration. We look forward to working with the City of Fort Pierce and providing reliable plan reviews throughout this contract and beyond. If you need to contact us for any reason, please feel free to contact the undersigned.

Respectfully,
GFA International, Inc., dba Universal Engineering Sciences

Tom Montano, PE - Port St. Lucie Branch Manager
Authorized Representative/Vendor Service Representative
(772) 924-3575 | tmontano@teamues.com
607 NW Commodity Cove
Port St. Lucie, FL 34986

SECTION 2

ADDENDA ACKNOWLEDGEMENT

May 17, 2023

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

RFP NO. 2023-039

ADDENDUM NO. 1

The purpose of this addendum is to advise vendors that minor changes were inadvertently overlooked in preparation of the proposal documents. Please disregard the original document and use the **REVISED** proposal document, attached for preparing your submission.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Travis Merrick
Typed or Printed

Company Name: GFA International, Inc. dba Universal Engineering Sciences

Address: 1215 Wallace Dr. Delray Beach, FL 33444

Date: 6/1/23

/lh

SECTION 3

BUSINESS REQUIREMENTS

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

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

2 Business name/disregarded entity name, if different from above
DBA Universal Engineering Sciences

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
1215 Wallace Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Delray Beach, FL 33444-4600

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

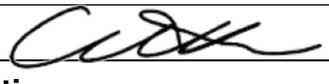
Employer identification number
6	5	–	0	8	7	4	9	6	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶**  **Date ▶** 01/03/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

GFA International, Inc. Incorporation - State of Florida

State of Florida
Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 20, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2023

Secretary of State

Tracking Number: 7855421186CC

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

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

Business Tax Receipt - Port Saint Lucie

CITY OF PORT SAINT LUCIE BUSINESS TAX RECEIPT

PLEASE POST IN CONSPICIOUS PLACE OR KEEP ON PERSON

Term : 10/01/2022 — 09/30/2023

2022 - 2023

Business Address: **607 NW COMMODITY COVE**

BTR#: 127198
Date Made: 08/03/2022

Business Name: UNIVERSAL ENGINEERING SCIENCES
Mailing Address: 607 NW COMMODITY COVE

PORT ST LUCIE, FL 34986

Business Tax Authority

Category:	Category 3	PROFESSIONAL	$134.00
Additional Data:	ENGINEERING FIRM		

Total Tax Paid: **$134.00**

Registry - State of Florida

Licensee Details

Licensee Information

Name:	**GFA INTERNATIONAL, INC. (Primary Name)** **UNIVERSAL ENGINEERING SCIENCES (DBA Name)**
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

SECTION 4

QUALIFICATIONS/ EXPERIENCE

ORGANIZATIONAL BACKGROUND

UNDERSTANDING OUR GROWTH

Founded in 1988, GFA International, Inc. (GFA) is a full-service Engineering and Geological consulting organization providing Building Code Inspection Services, as well as Environmental, Geotechnical, Construction Materials Testing, Threshold and Special Inspections, and Private Provider services, across a broad spectrum of industries.

In early 2020, GFA merged with Universal Engineering Sciences and additional leading engineering firms. This combination of likeminded firms - complementary in professional services, core values, and customer service-centric views - formed the UES family of companies — the largest, most experienced, resource-rich organization of its kind in the U.S.

The success of this union was based on many key factors, one of which was geographic location. UES has 18 offices strategically located to service our clients throughout the state of Florida. For over 57 years, UES has successfully built our state-wide reputation for superior service, trustworthy business management, and strict attention to health, safety and innovative engineering. Regardless of the scale of the project, UES will develop a practical approach to successfully achieve your goals – on schedule and within budget.

Beyond our personnel, UES owns and operates one of the largest fleets of specialized vehicles and drill rigs in the southeast. These resources are strategically located at our offices throughout the eastern United States and can be rapidly deployed to any location within our operational area usually the same day.

LOCAL EXPERTISE

With 19 locations throughout the state of Florida, UES is capable of performing services for a range of clientele and locations.

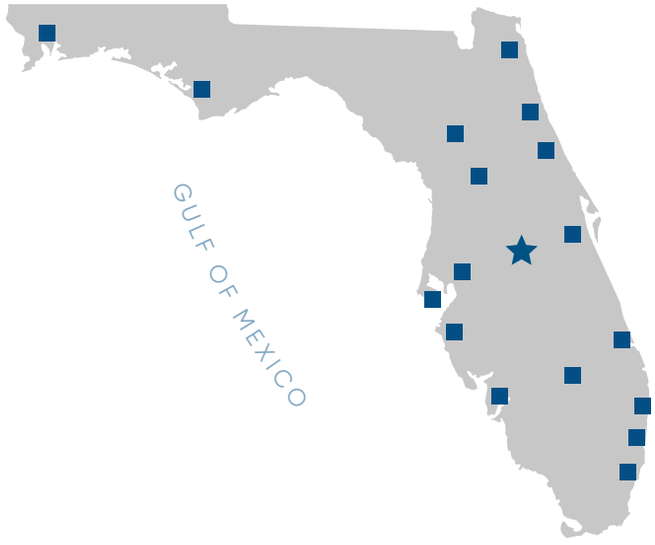
Our Port St. Lucie branch is located at 607 NW Commodity Cove, Port St Lucie FL, 34986. The Port St. Lucie office will provide primary project management for this contract. The branch encompasses a staff of 74, including dedicated professionals familiar with the region's geographic conditions and state, county, and city regulations.

Our South Florida locations boast immensely qualified staff, including a Lead Special Inspector with more than three decades of experience, as well as:

- 9 Florida Registered Professional Engineers
- 7 Engineering Interns
- 3 Special Inspectors for Threshold Buildings
- 5 Florida Licensed Building Officials
- 3 ICC Master Code Professionals
- 11 Florida Licensed Plan Reviewers
- 23 Florida Licensed Building Inspectors

UES personnel are familiar with local conditions and practices within the immediate service area. Having performed myriad efforts in South Florida, including St. Lucie County, our professionals offer detailed, up-to-date knowledge of the practices needed to assist the County on future projects.

Our Port St. Lucie office also benefits from a network of support via our additional South Florida offices, including Fort Myers, Delray, Naples, Miami, West Palm Beach, Sarasota, and Clewiston.



UES' CAPABILITIES

UES is well-versed in the nuances of Florida statutory code compliance and has over 14 years of experience in providing city/county building department services. UES understands the nature and scope of the services to be provided and has the capability to comply with all terms and conditions of this RFP.

With a growing demand for construction plan review, UES has become the most reliable, cost-effective firm of choice for government extension-of-staff, focusing on assisting our clients in improving their level of service to the community while simultaneously reducing their cost of doing business.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, as well as Florida Building Code Chapters 18 and 134, and any other applicable Chapters of The Village Planning and Development Department's codes and ordinances.

Our professional staff consists of multi-certified professionals valued for their experience, professional knowledge, and desire to surpass our clients' expectations.

UES understands this opportunity involves the role of a dependable, customer service driven resource, that we will be providing Plans Review services, including interfacing with members of the public who may be unfamiliar with building code terminology, interacting with Village staff, and performing review of all types of construction plans (to include building, plumbing, electrical, mechanical, gas, and structural plans). We are currently providing identical as-needed plan review support for multiple municipalities, making UES uniquely qualified and experienced for this contract.

The Plans Examiner/Reviewer team will provide administration, enforcement, and interpretation of local and state codes during all phases of construction. We understand the importance of coordination with The Village's staff, The Village's department, and governmental agencies. We will exercise a superior level of professional judgment when resolving any issues that may arise.

UES' staff is professional in every way—our goal is to blend in seamlessly, representing the City of Fort Pierce with professional and courteous service and become an asset to the Building Official.

All staff will accept direction and instructions, while performing their responsibilities independently and in a professional manner with minimal supervision required.

Municipal Support

UES provides hundreds of municipalities throughout the United States with cost-effective and timely solutions for their professional engineering needs. As a well-established and rapidly growing firm, we deliver comprehensive and integrated services, extensive technical expertise, and a commitment to completing projects on time and within budget. UES' dedicated engineers, geologists, laboratory specialists, surveyors, drillers, project managers, safety professionals, and administrative staff are well-acquainted with the unique needs of municipalities and are eager to offer unparalleled service.

UES' QUALIFICATIONS

PLAN REVIEW

UES' Building Official will review all applications for compliance with the submittal requirements, including as-built surveys, field revisions, design professional letters, elevation designations, contractors information, as well as obtaining the other necessary agency approvals. The plans will then be routed to the appropriate UES Plans Examiner to obtain the necessary technical reviews for compliance with the Florida Building Code (FBC).

The technical review process will begin no later than one business day after the submittal of a completed application and recording of same. UES will record plan review comments in a "Comment Spreadsheet" referencing the sheet number, comment, and code reference. The comments will remain "open" until resolved by the design teams.

When requested, UES staff will meet with architects, engineers, contractors, and other permit holders, to discuss any questions or problems concerning plans reviews and inspections. UES will also assist architects/engineers, contractors, and permit holders on building permitting and inspection issues. A building permit will be issued by the UES' Building Official once he has reviewed and processed construction plans and it is determined that the permit application and supporting documents are in compliance with all governing codes. The permit holder will then be notified as to what corrections are required to the plans and documents in order to meet the FBC and other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

BUILDING OFFICIAL SERVICES

We understand that we will be providing Building Official Services for the City of Fort Pierce on an as-needed basis. All of our building officials are certified through the state of Florida as Building Code Administrators. Many hold several additional certifications, such as those for fire and electrical.

Building Official duties include:

- Plan review (Commercial & Residential), building inspections (Commercial & Residential), and supervising the activities of the Building Department.
- Conduct, coordinate, and perform all inspections and plan review duties in the following disciplines: building, residential, existing building, mechanical, electrical, plumbing, accessibility, energy conservation, and fuel gas.
- Apply knowledge of Florida Building Code, government policies, and office procedures to the day-to-day functions of the Building Department.
- Provide support and guidance for administrative staff questions.
- Provide technical assistance to field inspectors in all matters relating to building.
- Communicate official programs, policies, and procedures to general public.
- Perform in-field inspections.
- Process paperwork for Building Code issues.
- Site plan research regarding new developments.
- Attend staff, commission, and professional organization meetings.

RESOURCES

UES' professional engineering consultants consist of state-licensed plan examiners, engineers and architects, and certified building officials. Our Building Inspection Department (BID) staff of licensed professionals and certified inspectors can quickly become an extension of your team by seamlessly integrating themselves into your workflow.

They may be counted on to increase the manageability of the permitting and construction process and to handle the complexities of code compliance.

In this era of evolving state-wide Florida Building Code, it is critical to have inspectors and plan reviewers knowledgeable about the latest regulatory statutes.

We also understand that rapid turnaround time on plan review can represent significant savings to developers, owners, and contractors and it is our duty to identify and apply value engineering opportunities whenever possible.

Our team's in-depth experience and ability to respond to a project's needs by extending our staff and resources results in a much more fiscally-lean and efficient task.

You can be assured that if selected for this contract, UES will provide the City of Fort Pierce with exceptional service.

PROJECT EXPERIENCE

Client/Project	Scope/Description	Term of Agreement
Martin County, Florida	Municipal support continuing contract: plans review and building inspections	Ongoing (2019-present)
Indian River County, Florida	Municipal support continuing contract: plans review and building inspections	Ongoing (2019-present)
Town of Jupiter, Florida	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	Ongoing (July 2019-present)
Cardinal Ocean Development, LLC (Cristelle Cay Condos)	Plan review, private provider inspections, threshold inspections for 9-unit and 12-unit four-story condominium overseeing the beach on A1A near the north causeway bridge.	Ongoing (May 2021 - present)
Blue McNeil Two, LLC (Blue Sky Landing - Fort Pierce)	Plan review, private provider inspections, threshold inspections for 4 four-story residential buildings and clubhouse, mail kiosks, and dumpster enclosures near McNeal Road	July 2021-present
Prime Rock (Renaissance Building - Fort Pierce)	Plan review, private provider inspections for former mall property (including tenant buildouts) which saw significant flooding due to area hurricanes. GFA dba UES is currently working with tenants who intend to occupy renovated spaces.	Ongoing (February 2023-present)
Lennar Homes (Bent Creek: Phases 1 and 2)	Plan review, private provider inspections for community of over 100 single-family homes. GFA dba UES is currently aiding the release of the first 30+ homes (part of phase 2).	Ongoing (August 2022-present)
LGI Homes (Celebration Pointe)	Plan review, private provider inspections for community with over 70 single- and multi-family homes. GFA dba UES is currently assisting the client with the next phase.	Ongoing (2020-present)

Tom Montano, PE

Branch Manager

Tom has over 13 years of experience in the construction industry. As UES' Port St. Lucie Branch Manager, Tom is responsible for overseeing his staff and all the work that is performed from the branch office. He is involved in all aspects of the business, including client relations, project management, scheduling, and training. Tom's project management experience includes educational facilities, industrial facilities, port, aviation, commercial facilities, multi-story condominiums, and infrastructure projects.

Education

BS, Civil Engineering, Rensselear Polytechnic Institute

Years of Experience

13

Licenses

- Professional Engineer - FL #84146

PROJECT EXPERIENCE

Continuing Contract - Town of Jupiter

Jupiter, FL

GFA dba UES is providing professional building inspections, plan review services and permit technicians for all town-wide construction projects. Tom serves as Branch Manager.

Continuing Contract - Martin County, Florida

Martin County, FL

GFA dba UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Tom serves as Branch Manager.

Continuing Contract - Indian River County, Florida

Indian River County, FL

GFA dba UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Tom serves as Branch Manager.

Bent Creek Inspections/Plan Reviews

Fort Pierce, FL

Tom serves as Branch Manager during GFA dba UES' services at the Bent Creek single-family home community in Fort Pierce. GFA dba UES is conducting plans reviews and private provider inspections on behalf of Lennar Homes; the community includes over 100 units. The team is currently aiding the release of the first 30+ homes (part of phase 2).

Celebration Pointe Inspections/Plan Reviews

Fort Pierce, FL

Tom serves as Branch Manager during GFA dba UES' services at the Celebration Pointe community in Fort Pierce. GFA dba UES is conducting plans reviews and private provider inspections on behalf of LGI Homes; the development includes 70 single- and multi-family homes. GFA dba UES is currently assisting the client with the next phase.

Mint Car Wash

West Palm Beach, FL

Tom serves as Branch Manager during this active contract. As consultant to Mint Eco Car Wash, GFA dba UES is conducting private provider inspections for the property located at 1890 Palm Beach Lakes Boulevard.

Matthew R. Chaney, BN

Inspections Department Manager

Mr. Chaney is a licensed Standard Inspector with five years of experience. He currently manages the Building Inspections Department for UES' Port St. Lucie location. In this capacity, he oversees inspection teams and all inspections performed by the branch. In addition to his expertise in Building Inspections, Matthew is knowledgeable in geotechnical and structural engineering.

Education

BS, Civil Engineering, Florida Atlantic University

Years of Experience

8

Certifications

- Standard Inspector - BN 7342

PROJECT EXPERIENCE

FPL Corporate Office

Palm Beach Gardens, FL

A six story, 270,000 square foot office building with Monitoring w a three story parking garage on a 38 acre site. Our scope of services included Threshold Inspections and Construction Material Testing.

5000 N. Ocean

North Palm Beach, FL

As an Inspector for the construction of a 20-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Alta Delray

Delray Beach, FL

As an Inspector for the new construction of seven four-story apartment buildings, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, wood frame, precast concrete, and all other interior nonstructural inspections.

The Waterclub

North Palm Beach, FL

As an Inspector for the new construction of two, 23-story condominiums, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Watercrest

Parkland, FL

As an Inspector the new construction of 458 one- and two-story single family homes, Matthew was responsible for performing special inspections including reinforcement of slab on grade, unit masonry, roof and wall sheathing, and truss engineering.

PGCC

Parkland, FL

As an Inspector for the new construction of 386 one- and two-story single family homes, Matthew was responsible for performing special inspections including reinforcement of slab on grade, unit masonry, roof and wall sheathing, and truss engineering.

3550 S. Ocean

South Palm Beach, FL

As an Inspector for the new construction a five-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Juan C. Hernandez, PE

Mechanical Inspector

Mr. Hernandez is a State of Florida registered professional engineer who specializes in Mechanical Engineering. Juan has over 25 years of experience in mechanical engineering, and serves in the code compliance division of UES' Port St. Lucie location. He performs mechanical inspections for residential and commercial buildings to ensure compliance with applicable codes.

Years of Experience

30

Licenses

- Professional Engineer - FL #52659

PROJECT EXPERIENCE

Town of Jupiter - Plan Review, Inspections, and Permit Technicians (Continuing Contract)

Jupiter, FL

Under GFA/UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all town construction projects, Mr. Hernandez provides mechanical inspections on various residential and commercial structures on an as-needed basis.

City of Fort Pierce - Plan Review and Inspections (Continuing Contract)

Fort Pierce, FL

Mr. Hernandez serves as Mechanical Inspector for GFA/UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all citywide construction projects. He provides mechanical inspections on various residential and commercial structures on an as-needed basis.

Village of Indiantown Building Code Administration (Continuing Contract)

Village of Indiantown, FL

GFA/UES has a continuing contract with the Village of Indiantown to provide complete Building Code Administration services. Specific services include Building Official, permitting and plan review, and building code inspections for all construction projects within the Village. Mr. Hernandez provides mechanical inspections on various residential and commercial structures as needed.

Donald Determan, BN, PX

Building Inspector/ Plans Examiner

Mr. Determan is a licensed inspector across multiple disciplines. He has 37 years of experience in building inspections and plans review, and a comprehensive understanding of the latest technical building codes. He has ample experience performing field inspections on multiple high-rise threshold buildings, as well as various municipal and special inspection projects.

Years of Experience

37

Licenses

- 1 & 2 Family Dwelling - #BN4688
- Building Inspector - #BN4688
- Building Plans Examiner - #PX2466
- Plumbing Inspector - #BN4688
- Standard Inspector - #BN4688
- Standard Plans Examiner - #PX2466

PROJECT EXPERIENCE

Town of Jupiter, BLD001-2013 / DG Plan Review, Inspection Services, and Permit Technicians

Jupiter, FL

Mr. Determan provided the Town of Jupiter with plans review, inspection services, and permitting services on an as-needed basis.

City of Sebastian, Plans Review and Inspections

Sebastian, FL

Mr. Determan provided the Town of Sebastian with plans review and inspection services on an as-needed basis.

Clarity Point

Stuart, FL

Mr. Determan provided special inspection services for pre-cast concrete, engineered unit masonry connections, metal systems building, truss erections, weld inspections, and bolt inspections for the new construction of an approx. 55,000-SF, one-story care facility.

Azure Condominiums

Palm Beach Gardens, FL

Mr. Determan provided threshold inspection services for reinforcing steel placements, shoring and re-shoring inspection verification, concrete and grout placement monitoring, pre- and post-fill cell grouting, structural steel, welds, connections, and exterior window and door attachments for the new construction of two five-story residential structures totaling approx. 575,000 SF.

St. Lucie County Tax Collector's Office

Tradition, FL

Mr. Determan performed special inspections on engineered unit masonry, connections, weld inspections, bolt inspections, and curtain walls for the new construction of a one-story, 22,000-SF building to house the new tax collector's office.

Timothy Rowe, BN

Standard Inspector

Timothy Rowe serves UES' Port St. Lucie location. A licensed Standard Inspector, he has 40 years of experience in general contracting, as well as electrical and mechanical disciplines. Timothy is adept in professional handling of the complexities related to code compliance, with areas of expertise including quality assurance, building inspection, mechanical inspection, project management, and plans examination.

Years of Experience

40

Licenses

- Standard Inspector - FL #BN4350

EMPLOYMENT HISTORY/PROJECT EXPERIENCE

Standard Inspector - GFA International, Inc., dba Universal Engineering Sciences (2022-present)

Port St. Lucie, FL

Timothy serves GFA dba UES as a Standard Inspector based in the Port St. Lucie office. He performs building inspections as needed to ensure compliance with the codes and regulations for various municipal contracts.

Town of Jupiter

Jupiter, FL

Timothy was the Building Inspector for the Town of Jupiter. His responsibilities included building inspections to ensure compliance with the Town's codes and regulations.

CORPORATE CERTIFICATE OF STATUS

State of Florida
Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 20, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2023

Secretary of State

Tracking Number: 7855421186CC

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

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

BUSINESS LICENSE

Licensee Details

Licensee Information

Name:	**GFA INTERNATIONAL, INC. (Primary Name)**
	UNIVERSAL ENGINEERING SCIENCES (DBA Name)
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

SUNBIZ

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

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UNIVERSAL ENGINEERING SCIENCES

Filing Information

Registration Number	G20000159003
Status	ACTIVE
Filed Date	12/15/2020
Expiration Date	12/31/2025
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

1215 WALLACE DRIVE
DELRAY, FL 33444

Owner Information

GFA INTERNATIONAL, INC.
1215 WALLACE DRIVE
DELRAY, FL 33444
FEI/EIN Number: 65-0874962
Document Number: P98000089761

Document Images

12/15/2020 -- Fictitious Name Filing View image in PDF format

STAFF LICENSES

Tom Montano, PE

Licensee Information

Name:	MONTANO, THOMAS DOMINIC (Primary Name)
Main Address:	6087 DIMOND STREET JUPITER Florida 33458
County:	PALM BEACH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	84146
Status:	Current,Active
Licensure Date:	12/16/2017
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	08/01/2016

Derek Wiechmann, BN, BU, PX

Licensee Information

Name:	WIECHMANN, DEREK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	8525 SW 136TH LOOP OCALA FL 34473
County:	MARION

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2699
Status:	Current,Active
Licensure Date:	06/01/2006
Expires:	11/30/2023

Licensee Information

Name:	WIECHMANN, DEREK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	340 OCEAN DR JUNO BEACH FL 34408
County:	PALM BEACH

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4448
Status:	Current,Active
Licensure Date:	10/14/2002
Expires:	11/30/2023

Licensee Information

Name:	WIECHMANN, DEREK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	8525 SW 136TH LOOP OCALA FL 34473
County:	MARION

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1532
Status:	Current,Active
Licensure Date:	12/18/2006
Expires:	11/30/2023

Matt Chaney, BN

Licensee Information

Name:	CHANEY, MATTHEW RICHMOND (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7342
Status:	Current,Active
Licensure Date:	02/22/2018
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	02/22/2018

Juan Hernandez, PE

Licensee Information

Name:	HERNANDEZ, JUAN A. (Primary Name)
Main Address:	10640 SW 67 ST MIAMI Florida 33173
County:	DADE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	52659
Status:	Current,Active
Licensure Date:	02/17/1998
Expires:	02/28/2025

Don Determan, PX

Licensee Information

Name:	DETERMAN, DON L (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2466
Status:	Current,Active
Licensure Date:	03/08/2005
Expires:	11/30/2023

Timothy Rowe, BN

Licensee Information

Name:	ROWE, TIMOTHY PATRICK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4350
Status:	Current,Active
Licensure Date:	05/22/2002
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	03/06/2020
Commercial Electric	05/22/2002
Mechanical	02/21/2003
Residential Electric	06/24/2002

SECTION 5

REFERENCES

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2023-039
ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name Town of Jupiter	Name Indian River County - Building Div
Contact: Roger Held - Building Official	Contact: Scott McAdam - Building Official
Address: 210 Military Trail	Address: 1801 27th Street, Bldg A
Jupiter, FL 33458	Vero Beach, FL 32960
Telephone: 561-741-2669	Telephone: 772-226-1268
Email: rogerh@jupiter.fl.us	Email: smcadam@ircgoove.com
Name Martin County - Building Dept	
Contact: Andrew Bruhn - Assistant Bldg Official	
Address: 2401 Southeast Monterey Rd	
Stewart, FL 34996	
Telephone: 772-320-3070	
Email: abruhn@martin.fl.us	

SECTION 6

COST PROPOSAL

PROPOSAL PRICING FORM
RFP NO. 2023-039 ~ ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

The following proposal(s) is submitted on behalf of: Universal Engineering Sciences for the requested services, in accordance with the agreements and specifications contained in RFP No. 2023-039.

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

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

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform plan review services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. • Full-Time Plan Reviewer	**BLDG, M,E, or P**	**$** $95.00 **per hour**
		1 + 2 Family	**$** $95.00 **per hour**
		Multi	**$** $95.00 **per hour**
2	• Perform plan review services. • Per Plan reviewer: In excess of 40 hours per week.		**$** $95.00 **per hour**
		1 + 2 Family	**$** $95.00 **per hour**
			$ $95.00 **per hour**
3	• Perform plan review services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • Part time plan reviewer		**$** $95.00 **per hour**
		1 + 2 Family	**$** $95.00 **per hour**
			$ $95.00 **per hour**
4	• Perform plan review services. • Pre Plan Reviewer On an needed basis • As needed Plan Review	**1 + 2 Family**	**$** $95.00 **per hour**
			$ $95.00 **per hour**

SECTION 7

ADDITIONAL DATA

Client#: 251424 UNIVENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2022

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

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

PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Carly Underwood PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): E-MAIL ADDRESS: uescerts@greyling.com
INSURED GFA International, Inc. 4205 Vineland Road, Suite L1 Orlando, FL 32811	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Arch Insurance Company 11150 INSURER B : Evanston Insurance Company 35378 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 23-24 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZAGLB9255700	01/01/2023	05/01/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						Emp. Benefit	$1,000,000
A	AUTOMOBILE LIABILITY			ZACAT9289700	01/01/2023	05/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZAWCI9995400	01/01/2023	05/01/2023	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability			MKLV7PL0005114	02/01/2022	02/01/2023	Per Claim/Aggregate	$5,000,000

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

All named Insureds on Policy

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MINORITY OUTREACH PROGRAM

Universal Engineering Sciences is not a Minority Business Enterprise or DBE/SBE/MBE company However, we recognize the importance of minority and local business participation in procurement and completion of projects for the City of Fort Pierce. We strive to include these types of businesses on all projects whenever applicable.

DIVERSITY IN STAFF

As more and more people of different ethnic backgrounds, cultures, religions, ages, physical and mental abilities join the workforce, companies must find ways to incorporate these diverse groups into their organizations. UES is no exception as we recognize that diversity is vital to our success.

The diversity among UES' employees enriches our company with creativity, ideas, different abilities, experiences, and personalities—all contributing to our culture. UES' commitment to developing employee diversity also allows the business to function competitively with our customers, suppliers, and subcontractors.

UES recognizes the importance, intention, and value of small business programs. Having performed engineering services for over six decades throughout Florida, we are aware of municipalities' goals to include minority firms in procurement. We proactively seek M/WBEs (Minority and Women Business Enterprises), DBEs (Disadvantaged Business Enterprises), and VBEs with the intent to incorporate them into our projects to further support diversity in business and contribute to our community and local economy.

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REVISED** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	**RFP No: 2023-039**
Pre-Proposal Conference Date: **11:00AM, MONDAY, MAY 22, 2023**	**RFP Title: ANNUAL CONTRACT FOR PLAN REVIEW SERVICES**
Pre-Proposal Location: **CITY HALL, ENGINEERING CONFERENCE ROOM, 1ST FLOOR** **100 N. US HIGHWAY 1,** **FORT PIERCE, FL**	**RFP Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:30 PM, TUESDAY, JUNE 6, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: GFA International, Inc. dba Universal Engineering Sciences **Mailing Address:** 607 NW Commodity Cove	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X_____ **Authorized Signature (Manual)**
City, State, Zip Code: Port St. Lucie, FL 34986	**Typed or Printed Name:** Thomas Montano, PE
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** Branch Manager
Incorporated in the State of: FL **Year:** 1988	**Delivery in _____days, ARO**
Phone Number: (772) 924-3575	**Payment Terms: Net 30 Days**
Fax Number: (772) 924-3580	**FEIN or SS Number:** 65-0874962
E-Mail Address: tmontano@teamues.com	**Local Business:** X Y ___N **MWBE:** ___Y X N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

teamues.com

CITY OF FORT PIERCE

FLORIDA

Proposal

Annual Contract for Plan Review Services

RFP No. 2023-039

June 6, 2023

WILLDAN

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A. Rules for Proposals

The proposer must name all persons or entities interested in the proposal as principals: *Patrick Johnson, PE, Willdan Director of Building & Safety*. Willdan declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. Proposal Format - Section 1: Transmittal Letter

June 6, 2023

Mr. Paul Thomas, Building Official
City of Fort Pierce – Building Department
100 North U.S. Hwy. 1
Fort Pierce, Florida 34954

Subject: Proposal in response to RFP No: 2023-039 – Annual Contract for Plan Review Services

Dear Mr. Thomas and Evaluation Committee Members:

Willdan Engineering (Willdan) appreciates the opportunity to present our firm and team qualifications to provide Annual Contract Plan Review Services for the **City of Fort Pierce, FL (City)** pursuant to the Request for Proposal (RFP) identified above. We understand that the City is seeking a consultant to provide residential and commercial building plan review services to augment the City's responsibility for enforcement of the Florida Building Code and applicable related regulations, laws, and rules on building projects within the City of Fort Pierce.

As a consistent industry leader for 59 years, providing all aspects of municipal and infrastructure engineering, including building and safety, public works, public financing, planning, and construction management services, Willdan has the knowledge, experience, and team expertise to effectively assist the City.

The Willdan Advantage

Willdan is a Building and Safety leader throughout the United States. Willdan has provided building inspection, plan check, and code enforcement services to over 450 cities and counties, many for more than 25 years. Willdan has provided plan check and inspection services for a myriad of residential and commercial buildings throughout the United States. Our approach to each assignment is to furnish the client with technical assistance and strong project management in a professional, efficient, and economical manner.

We're based in Orlando with a team of FL-licensed plan examiners and inspectors with local B&S experience. Mark David Vasquez, CBO, CBCO, CFM (FL BU2069) is a Florida-based plan reviewer, inspector, and building official with 33 years' relevant experience; Steve Raney, CBO, (FL BU2210) is a Florida-based plan reviewer, inspector, and building official with 15 years' relevant experience; Benjamin Suriel, RA, NCARB, LEED AP BD+C, (Florida PX3694) is a Florida-based plan reviewer with 17 years' relevant experience; Daren Raskin, PE (Florida, PE57730) has more than 18 years of design and plan check experience.

Willdan has 16 years of successful performance and long-term working relationships in Florida. Willdan is local – since 2007, our Financial Services Division has successfully completed 161 contracts in 103 Florida cities. Our building and safety division currently has contracts for the following: permit and inspection services to the City of Clermont, City of Winter Garden, Pinellas County, Sarasota County, and Osceola County; full building department services to the Town of Oakland; and plan check services to Marion County. Additionally, we have completed a building user fee study for the City of Clermont in 2021. This strong base of operations, combined with local FL-registered inspectors and plans examiners, provides us with the ability to deliver high-quality professional services to the City of Fort Pierce.

Willdan's local/national approach will deliver best-in-class industry knowledge and local expertise to the City of Fort Pierce. Since 2000, Willdan has expanded its successful California business model to Florida, Arizona, Nevada, Idaho, Texas, Tennessee, Illinois, and Indiana. The depth of resources and capabilities of our national team, combined with strong project management and Willdan's ability to attract and develop high-quality staff, have proven to be highly effective for our clients – as demonstrated by the references and Letters of Recommendation provided in this proposal.

Willdan's key areas of expertise align directly with City of Fort Pierce targets. Willdan is a professional services provider that excels at providing customer service to its client base and their customers. We believe our job is to work collaboratively with residents, businesses, and developers to navigate the development process and complete their projects as effortlessly as possible. In addition, our staff places an emphasis on ensuring that all commercial and residential structures meet the Florida building code and are compliant with all applicable laws and ordinances. Willdan is an experienced partner, with capabilities and competent staffing to assist you in meeting development demands.

Our team has outstanding leadership. Al Brady, CBO, Willdan's Florida-based Deputy Director of Building & Safety, and proposed Project Manager is a Certified Building Official who has completed 80 projects over 10 years similar in nature to the City's request. Based in our Orlando office, Mr. Brady is a local resident and will be the main point of contact for the services performed under the scope of this RFP to ensure seamless delivery.

Patrick Johnson, PE, Willdan's Director of Building & Safety, and proposed Principal-in-Charge has managed 135 projects valued at more than $43 million. His experience as an engineer, principal, and project manager gives him the capability to ensure the City of Fort Pierce's needs are met and exceeded.

Mr. Al Brady will be the main point of contact and can be reached via phone: 951.454.3539 or email: abrady@willdan.com.

As Willdan's Director of Building & Safety, I am authorized to bind Willdan to any contract with the City. I can be reached via phone: 909.963.0565 or email: pjohnson@willdan.com.

Thank you again for the opportunity and for your consideration. If you have any questions, please do not hesitate to contact Al or me at any time.

Respectfully submitted,

WILLDAN ENGINEERING SERVICES

Patrick Johnson, PE, CBO
Director of Building and Safety

Section 2: Addenda Acknowledgement

Per the bid document, the proposer shall submit information and documentation requested that confirms it has read any published addenda.

May 17, 2023

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

RFP NO. 2023-039

ADDENDUM NO. 1

The purpose of this addendum is to advise vendors that minor changes were inadvertently overlooked in preparation of the proposal documents. Please disregard the original document and use the **REVISED** proposal document, attached for preparing your submission.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Patrick Johnson, PE, CBO, Director of Building and Safety
Typed or Printed

Company Name: Willdan Engineering

Address: 200 South Orange Avenue, Suite 1550, Orlando, FL 32801

Date: June 6, 2023

/lh

Addendum No. 1 ~ RFP No. 2023-039

Section 3: Business Requirements

W-9

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

Print or type. See Specific Instructions on page 3.

5 Address (number, street, and apt. or suite no.) See instructions.
200 South Orange Avenue, Suite 1550

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando, FL 32801

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

– –

or

Employer identification number

9 5 – 2 2 9 5 8 5 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Annette M Zamora Date ► June 6, 2023

General Instructions

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

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

Purpose of Form

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

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

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

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

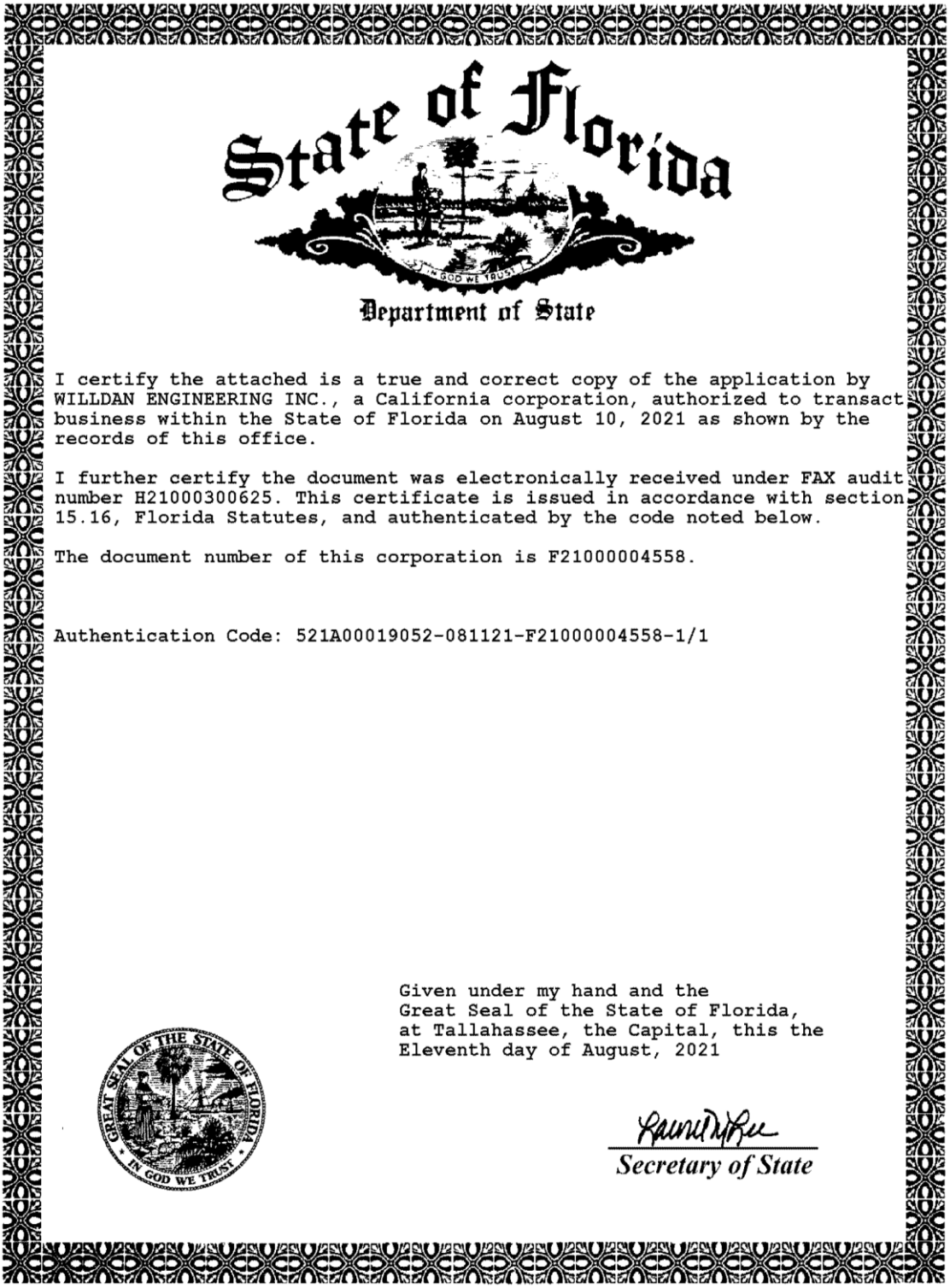
Cat. No. 10231X Form **W-9** (Rev. 10-2018)

24

W-9 Form RFP No. 2023-038

Business License

Willdan's State of Florida Business License is provided. If selected, Willdan will apply and obtain a business license for the City of Fort Pierce.



State of Florida

Department of State

I certify the attached is a true and correct copy of the application by WILLDAN ENGINEERING INC., a California corporation, authorized to transact business within the State of Florida on August 10, 2021 as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H21000300625. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is F21000004558.

Authentication Code: 521A00019052-081121-F21000004558-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eleventh day of August, 2021

Secretary of State

Section 4: Qualifications/Experience

Firm Profile

Willdan Corporate Overview

Willdan Group, Inc. (WGI), founded in 1964 as an engineering firm, is a leading nationwide provider of professional consulting and technical services, and a publicly traded corporation (NASDAQ: WLDN). The primary markets Willdan serves are energy and sustainability consulting; infrastructure planning and engineering; and economic and financial services consulting. Headquartered in Anaheim, California, with 50+ offices throughout the US, services are provided to nationwide clientele through three subsidiary firms – ***Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services*** – that offer a portfolio of diversified strengths. Throughout our 59-year history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in building safety, municipal engineering, planning, and construction management and inspection services, along with a team of complementary disciplines, all supporting implementation of community visions.

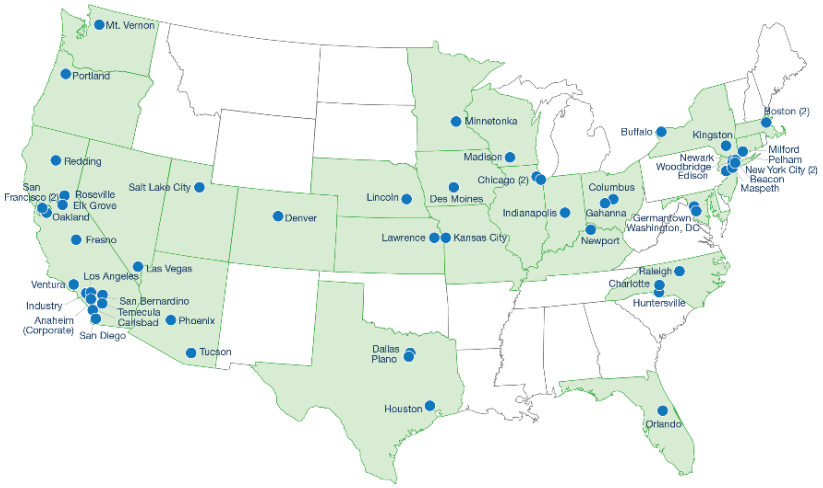


Exhibit 1. Willdan's Offices Nationwide

Corporate Mission and Philosophy

Willdan maintains a business strategy focused on providing services to only public agencies. Today, 98 percent of our business is with public agencies. This strategy prevents potential conflicts of interest with private enterprises conducting business with our public agency clients or within their respective jurisdiction.

Since 1964, Willdan has helped revolutionize the way consulting services are provided by local offices. Our regional and satellite offices are strategically located to offer local, focused service to the varied demographics of our public agency customers. Willdan's organizational structure enables staff to efficiently communicate individual project challenges and goals company-wide, thereby utilizing all Willdan resources to deliver the highest quality and most effective product to our clients.

Willdan possesses expertise in most facets of the public sector marketplace. The varied experience and background of our team's experience is an added value of our services. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience.

Our corporate culture of ***Customer-Priority*** is infused throughout our entire team and in all services provided. With our depth of experience, expertise, knowledge, and resources, Willdan offers practical solutions that are timely, cost effective, and that meet the needs of individual communities.

WILLDAN ENGINEERING SERVICES

- Building and Safety
- Capital Program Management
- City Engineering
- Code Enforcement
- Construction Management/Inspection
- Development Services/Plan Review
- Environmental/Planning
- Flood Control Design
- Landscape Architecture
- Pavement Management
- Structural Engineering
- Survey/Mapping
- Traffic Engineering
- Transportation Engineering
- Water/Wastewater

Willdan has the financial strength and wherewithal to complete all projects we undertake. This is due, in part, to a respected reputation in the municipal engineering industry for providing timely, cost effective, innovative engineering solutions that exceed our client's expectations, and for providing exceptional customer service to our clients.

Willdan Experience

Building and Safety Services

Building and Safety Extension of Staff

Willdan has provided building and safety, permanent and interim, staffing to over 400 agencies, including jurisdictions, tribal communities, towns, cities, and counties. We have highly trained, experienced staff to complete or enhance local agency staffing and meet staffing requirements for permanent and/or interim staff on a full- or part-time basis.

With over 300 licensed professional and technical personnel, Willdan offers dedicated, qualified staff, with many of our skilled staff holding municipal positions prior to joining Willdan. Their specialized experience provides jurisdictions with efficient, cost-effective staffing assistance to maintain or expand departmental services and capabilities.

Willdan's **59 years of experience** providing staff augmentation services enables us **to deliver the best staff and the best service**. Our Plan Review staff will be available to meet with the City staff, builders, developers, and citizens to resolve any issues that may arise. Team members will attend and participate in required meetings with other City of Fort Pierce plan review staff, property owners, contractors and/or design professionals.

Willdan Building & Safety
Professional Services

- On-site Building Official
- On-site Permit Technician
- Departmental extension of staff
- Electronic Plan Review
- Solar Plan Review
- Virtual Inspections
- Plan Review and Inspection:
  - Structural
  - Mechanical
  - Electrical
  - Plumbing
  - Fire/Life-Safety
  - Accessibility
  - Local amendments to adopted code
  - Green Building

Florida Client List

Provided is Willdan's current Florida client list of projects, which are similar in nature to those being requested by the City.

CLIENT	CONTACT INFORMATION	DATES OF SERVICES
City of Clermont, FL	Building Official 352.241.7311	2021 – Present
County of Marion, FL	Director/Building Official 352.438.2300	2022 – Present
Town of Oakland, FL	City Manager 407.656.1117	2022 – Present
County of Sarasota, FL	Building Official 941.861.6615	2023 – Present
County of Osceola, FL	Deputy Building Official 321.443.2168	2023 – Present
County of Pinellas, FL	Director of Building 727.464.6053	2023 – Present
City of Winter Garden, FL	Deputy Building Official 407.656.4111	2023 – Present

Municipal Agency Experience

Provided is a select list of Willdan's nationwide clients showing a variety of locations where we work. Additional nationwide client information is available upon request.

CLIENT	CONTACT INFORMATION	DATES OF SERVICES
City of Lawrence, IN	Director of Engineering 317.545.6191	2021 – Present
City of Ontario, CA	Chief Building Official 909.395.2172	2021 – Present
City of Plano, TX	Building Inspection Manager 972.941.5967	2022 – Present
City of Rancho Cordova, CA	Building Official 916.851.8898	2022 – Present
City of Tucson, AZ	Chief Building Official 520.740.6970	1997 – Present
County of Los Angeles, CA	Public Works Department 626.458.5100	2020 – Present
County of Maricopa, AZ	Building Official 602.506.7145	2018 – Present
County of Orange, CA	Land Development 714.667.8800	2013 – Present
County of Riverside, CA	Dir. of Building & Safety 951.955.1000	2013 – Present
County of San Bernardino, CA	Community Development Director 909.387.4700	2013 – Present

Key Personnel

Mr. Patrick Johnson, PE, CBO, Director of Building and Safety, will serve as **Principal-in-Charge and Alternate Primary Contact** and is authorized to contractually bind Willdan. His office is in San Bernadino, CA and his contact information is P: (909) 963-0565 or E: pjohnson@willdan.com.

Mr. Albert Brady, CBO, Deputy Director of Building and Safety, will serve as the **Project Manager and Primary Contact** and will oversee all day-to-day services provided to the City of Madeira Beach. Mr. Brady's approach to client satisfaction includes hiring quality staff, providing continuous training and educational opportunities, clearly defining job-specific procedures, and providing project oversight and management. Willdan operates daily under a company-wide Quality Assurance/Control Program, which consists of several components that serve as a basis for our services - ensuring completion of high-quality projects within agreed-upon established schedules and budgets. His office is in Orlando, FL and his contact information is P: (951) 454-3539 or E: abrady@willdan.com.

Program Management

Willdan has carefully selected our team to offer the City a complete package of plan review services as needed. In addition to the full-time licensed staff members committed to this project, Willdan has approximately 300 licensed building professionals as additional support. Our team has a broad variety of talent and experience in municipal plan review services. Willdan can assist the City with the successful completion of all development projects.

Project Team Goal

The fundamental goal of Willdan's team is to provide the City with the highest level of support in completing the on-call and extension of staff task orders.

Our corporate philosophy puts the client as priority, and we work tirelessly to achieve our clients' community visions.

Staff Availability

Staff availability is a key component in any on-call staffing project assignment. It enables the team to effectively deliver an on-time, within-budget project. It provides City staff with the information they need to mobilize resources for timely reviews and inspections. The schedule allows the project team to mobilize appropriate staff in a timely manner to perform the tasks necessary for each deliverable.

After task requirements are identified, the project manager will work closely with the principal-in-charge to determine staff availability. Tasks will then be allocated to the appropriate project team members outlined in this proposal. We anticipate that the team members identified in this proposal will be available to serve the City during the duration of the contract. If an unforeseen event occurs that limits staff availability, Willdan would assign another Florida licensed professional from our building team of over 300 licensed professionals to address the needs of the City.

Willdan's proposed team will be available during normal business hours Monday through Friday, except for holidays, from 8:00 AM until 5:00 PM (or different hours if determined by the City) and will be available other hours for emergency issues as needed by the City. In addition, Willdan will provide any necessary equipment such as computers, laptops, mi-fi, and any other equipment deemed necessary by the City.

Staffing Flexibility

We recognize City department workloads fluctuate. Willdan hires professionals in three categories –full-time, modified full-time, and part-time. Part-time staff may work up to 40 hours per week. This staffing model provides our clients flexibility in obtaining services for a single project or a defined timeframe, along with providing our employees flexibility in managing their work schedules and workloads.

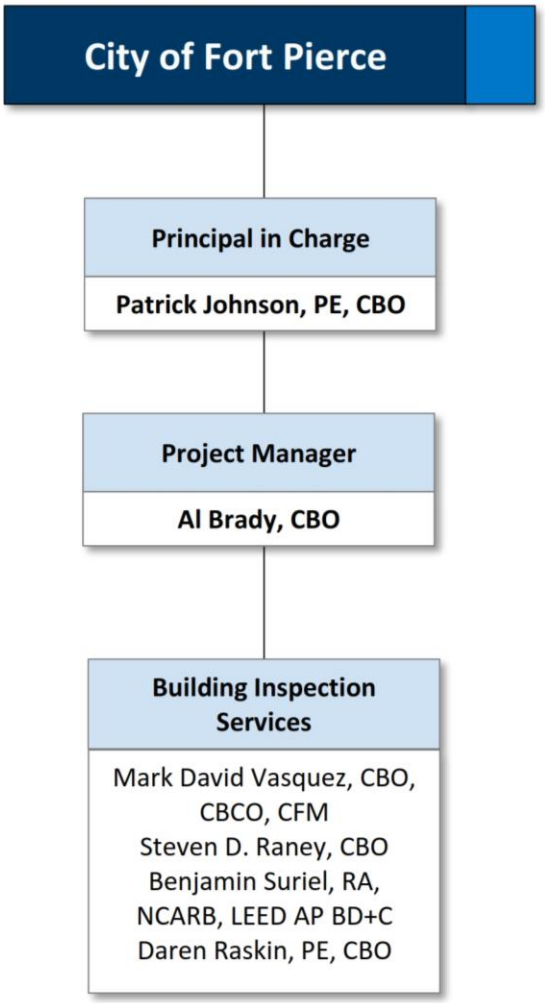
Most significantly, it allows our clients to select a staffing plan to fit their specific needs and budget constraints.

Commitment to Municipalities

Willdan has served public agencies since its inception in 1964. More than 96% of Willdan's revenue is generated from working for public agencies, cities, and counties. Due to the nature of our client base, we select employees who recognize the regulatory nature of our services. Any appearance of a conflict of interest, whether determined to be realized or not, is a violation of company policy. We are proud to note that Willdan rarely has legitimate conflict of interest situations that arise. However, if they do, the Company is dedicated to immediate response and subsequent appropriate action.

Organization Chart

The organization chart contained herein identifies the key personnel and further illustrates the communication and reporting relationships and project roles for Willdan's team. It is important to note the personnel shown are a mix of current and pending Willdan employees and the technical staff depicted represent the caliber of people who may be called upon to provide support to our key staff. This is far from an exhaustive list of our staffing resources and is shown to assist the City of Fort Pierce in evaluating the expertise and depth of experience of our proposed staff.



Resumes

Resumes for each proposed team member have been provided on the following pages.

Key Personnel Resumes

Patrick Johnson, PE, CBO

Director of Building and Safety/Building Official

Summary Profile

Education: B.S., Structural Engineering, University of Iowa, Iowa City, IA
MEng, California State Polytechnic University Pomona, CA

Certification: California Professional Engineer, CE#67960
Arizona Professional Engineer, CE#50435
Colorado Professional Engineer, CE#43704
Nevada Professional Engineer, CE#20699
ICC Building Official
ICC Plans Examiner
ICC Building Inspector

Experience: 20 Years

Mr. Patrick Johnson has 20 years of construction and engineering experience and is a registered engineer specializing in lightweight commercial, industrial, and residential structures. He has plan checked several tilt-up warehouse buildings up to 2.3 million square feet and numerous structures consisting of braced and moment frames for lateral resistance, prestressed concrete structures, and multi-story buildings up to six stories in height.

As Director of Willdan's Building and Safety Division, Mr. Johnson is responsible for overseeing all Building and Safety services company-wide as well as providing structural plan review. He has attended code enforcement and seismic application seminars and has received his Master of Engineering degree, specializing in structures, from California State Polytechnic University. Patrick has served as acting building official for the cities of Big Bear Lake, Loma Linda, and Rancho Mirage. He has served as a forensic engineer responsible for justifying probable causes of structural damage caused by expansive soils.

As a project manager for Willdan's On-call Building Official and Building and Safety Services contracts, Mr. Johnson works with town/city managers to plan, organize, direct, and administer the activities of their Building and Safety Departments, including building inspections; inspection of construction; and general rehabilitation or repair of commercial, residential, and industrial properties. He has overseen reviews of building plans, calculations, and specifications for proposed structures; administered building and safety code enforcement; and reviewed construction plans to ensure they meet building codes and zoning regulations. Mr. Johnson also oversees inspectors monitoring construction sites to determine whether structures and systems have been installed to meet all construction codes and ordinances for public safety.

Select Project Experience

- **Building Inspection and Plan Review Services, City of Clermont, FL.** Principal-in-Charge.
- **Building Official, Building Inspection, Plan Review, Permitting Services, Town of Oakland, FL**. Principal-in- Charge.
- **Building Inspection and Plan Review Services, Marion County, FL**. Principal-in-Charge.
- **Building Inspection and Plan Review Services, Sarasota County, FL.** Principal-in-Charge.
- **Building Official, Building Inspection, Plan Review, Permitting Services, Osceola County, FL.** Principal-in-Charge.
- **Building Official Services, Cities of Banning, Big Bear Lake, Highland, Loma Linda, March JPA, and Rancho Mirage, CA.** Building Official.

Albert Brady, CBO

Project Manager

Summary Profile

Education: AA, Liberal Arts, California State University, Fullerton
BA, Business Administration, University of Southern California, Los Angeles

Certification: PC 832 Certificate, Orange County Sheriff's Academy, Orange, CA
Basic Certification, SCACEO - Southern California Association of Code Officials
Intermediate Certification, SCACEO - Southern California Association of Code Officials
Advanced Certification, SCACEO - Southern California Association of Code Officials
Supervisory Certification, SCACEO - Southern California Association of Code Officials
Watershed Management Certificate, EPA - Environmental Protection Agency, Sacramento
ICC Certified Building Official #8724410

Experience: 31 Years

Mr. Al Brady is the Deputy Director of Building and Safety and the proposed Project Manager for this contract. He has over 31 years of experience in the code profession working directly for municipalities and in the private sector. Mr. Brady leads a team of building professionals who can provide both short and long-term services. During his career, he has developed and managed numerous code programs nationwide and specializes in performing program analysis, establishing policies and procedures.

Select Project Experience

- **Building Inspection and Plan Review Services, City of Clermont, FL.** Project Manager.
- **Building Official, Building Inspection, Plan Review, Permitting Services, Town of Oakland, FL**. Project Manager.
- **Building Inspection and Plan Review Services, Marion County, FL**. Project Manager.
- **Building Inspection and Plan Review Services, Sarasota County, FL.** Project Manager.
- **Building Official, Building Inspection, Plan Review, Permitting Services, Osceola County, FL.** Project Manager.
- **Building Official, Code Enforcement Official, Project Manager Services: Cities of Laguna Beach, Laguna Hills, Laguna Woods, La Puente, Manhattan Beach, Solvang, and Orange and San Diego Counties, CA.**

Experience Example: Building and Safety Services, Cities of Cudahy, La Puente, and Rolling Hills Estates, CA. Building Official. Organize, direct, and administer the activities and operation of the Building and Safety Department, including building inspections, the inspection of construction, and the general rehabilitation or repair of commercial, residential, and industrial properties. Oversee the review of building plans, calculations, and specifications for proposed structures. As the administrator of Building and Safety, approve all construction plans to ensure they meet building codes and zoning regulations. Inspect and monitor construction sites to determine if structures and systems are installed to meet all construction requirements. Supervise, train, and evaluate employees; monitor and coordinate work. Oversee staff engaged in the preparation and maintenance of records of plans, inspection processes, letters/reports prepared or used in connection with building inspections; respond to questions from the property and building owners; and interpret codes.

Experience Example: Anaheim, CA. Code Enforcement Supervisor. Managed the Code Compliance Division providing contract code services to municipalities in the western United States. Contract services varied from staff augmentation, program development and consulting. Provided service to different jurisdictions in California, Arizona, and Nevada. Developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. Managed all contracts for service delivery and all contract employees assigned to the projects. Attended regular City Council meetings and assured each project remained within budget.

Team Resumes

Mark David Vasquez, CBO, CBCO, CFM

Plan Reviewer, Building Inspector, Building Official

Summary Profile

Education: BA, Operations Management and Analysis
AA, Building Inspection Technology

Registration: Florida Certified Building Code Administrator, Building Inspector, Plans Examiner, No. BU2069
ICC Certified Building Official, Certified Building Code Official, Certified CFM, No. 873981

Experience: 33 Years

Mr. Mark Vasquez has 33 years in the municipal and construction industry working as a Community Development Department Manager, Manager of Operations-Construction, Building Official, Building Code Administrator. Mark is a Florida certified building official, certified floodplain manager, building code administrator, plans examiner and commercial and residential inspector. He has served as the building code administrator in four municipalities and two school districts in the state of Florida.

Select Project Experience

Building Inspection and Plan Review Services, Marion County, FL. Plan Reviewer. Willdan's Florida Plan check team was selected and performs residential, commercial, and solar plan check services for the County of Marion. All plan checks performed are via Willdan's electronic plan review system which is accessible to all applicants. Customers can access plan check comments in real time and can track the review through approval on our electronic portal.

Building Permitting Services, Town of Oakland, FL. Building Official/Plan Reviewer. Willdan provides full building department services including building official, administrative staff, inspection, and plan review. All plan checks and permit technician functions are performed remotely but building official and inspection services are conducted on-site.

City of Treasure Island, FL (Private Firm). Building Code Administrator.

- Building Code Administrator – community development services and building code services for the city of Treasure Island. Maintaining public relations by providing responsive, courteous, and quality service. Updating antiquated systems by introducing new methods and standards of operating procedures using new technology, and resources that are readily available, additionally, provide leadership, direction, and stability to the team.
- Conduct inspections and perform plan reviews for BMEP commercial and residential projects. Meet with developers, contractors and design professionals as requested prior or during the projects.
- Plans and supervises all activities of the respective building departments, including plan review and building inspection. Ensure compliance with all applicable city policies and procedures, and other laws, regulations, codes, and ordinances.
- CFM duties include - Respond to weather emergencies and coordinate an appropriate response. Issue and authorize "Stop Work" orders and "Unsafe for Occupation," notices.

City of Brooksville, Crystal River, Weeki Wachee, Sumter County Schools, Citrus County Schools, FL (Private Firm). Building Code Administrator.

- Building Code Administrator – community development services and building code services for several cities and school districts. Maintaining public relations by providing responsive, courteous, and quality service. Updating antiquated systems by introducing new methods and standards of operating procedures using new technology, and resources that are readily available, additionally, provide leadership, direction, and stability to the team.
- Conduct inspections and perform plan reviews for commercial and residential projects. Meet with developers, contractors and design professionals as requested prior or during the projects.

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- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

6:26:36 PM 9/9/2022

Licensee Information

Name:	VASQUEZ, MARK D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2069
Status:	Current,Active
Licensure Date:	10/02/2019
Expires:	11/30/2023

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
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LICENSEE DETAILS

6:26:36 PM 9/9/2022

Licensee Information

Name:	VASQUEZ, MARK D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2069
Status:	Current,Active
Licensure Date:	10/02/2019
Expires:	11/30/2023

Special Qualifications	Qualification Effective

Alternate Names

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- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *6:27:18 PM 9/9/2022*

Licensee Information

Name:	VASQUEZ, MARK D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8180
Status:	Current,Active
Licensure Date:	02/16/2021
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	02/16/2021

Alternate Names

View Related License Information
View License Complaint

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- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *6:27:46 PM 9/9/2022*

Licensee Information

Name:	VASQUEZ, MARK D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4575
Status:	Current,Active
Licensure Date:	02/16/2021
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	02/16/2021

Alternate Names

View Related License Information
View License Complaint

Steven D. Raney, CBO

Plan Reviewer/ Building Inspector

Summary Profile

Education: BS, Management, Northern Arizona University
BS, Building Code/Public Administration, Central Michigan University

Registration: Florida Certified Building Code Administrator BU2210
Certified Building Official
Combination Building Inspector
Building Plans Examiner
Building Code Specialist
Commercial/Residential Electrical Inspector
Commercial/Residential/
Plumbing Inspector
Commercial/Residential
Mechanical Inspector
California Combination Inspector
Structural Masonry Special Inspector
Accessibility Inspector/Plan Reviewer
FEMA ICS 100/700
P.C. 832

Experience: 15 Years

Mr. Steven Raney is a Willdan Engineering building official with 15 years of experience. Mr. Raney is experienced in disabled access standards, building inspection, and plan review.

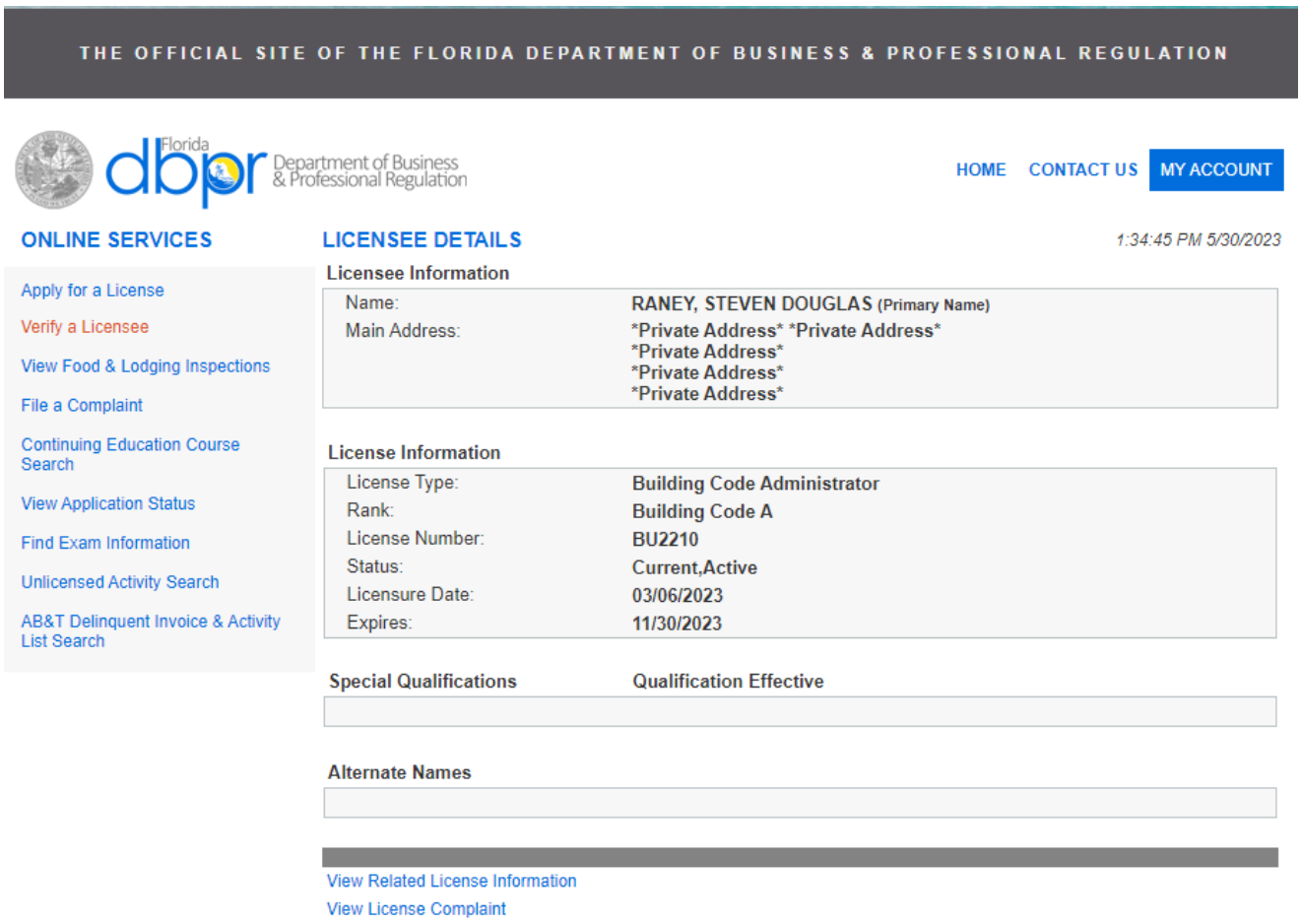
Select Project Experience

CA Housing & Community Dev. (HCD), CA. Codes & Standards Administrator I. Responsible for directing, organizing, training, scheduling, and monitoring activities and inspections of assigned District Representative and staff relating to the enforcement of the California Health and Safety Codes and title 24 codes, as they may pertain to the manufacture, use and alteration of all manufactured housing, mobile homes, and commercial modular. Monitored construction and maintenance of mobile home parks. Duties were similar to a Building Official in a City or County.

City of Palmdale, CA. Supervising Building Inspector. Planned, supervised, coordinated, and assigned the activities and operations of building inspection within the Building and Safety Division of the Development Services department. Performed the most sensitive and difficult inspections. Projects included multi-family, commercial, single family, and city capital improvement projects.

County of San Bernardino, CA. Regional Building Inspector Supervisor. Supervision of 3 County Satellite offices including Inspection, Plan Check, Counter Duty, and Permit Technicians. Grant Permit extensions, issued permits, handled complaints, and promoted excellent customer service. Conducted CASp inspections throughout county inspection of County capital improvement projects. Plan checked single-family projects.

City of Pasadena, CA. Senior Combination Building Inspector/ Interim Inspection Supervisor. Building inspections for mechanical, electrical, plumbing, framing, concrete and all other trades in new and rehab projects. Inspections mainly in multi-family residential, commercial, and City capital improvement projects. Lead worker with technical supervision over 4 additional inspectors.



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LICENSEE DETAILS

1:34:45 PM 5/30/2023

Licensee Information

Name:	RANEY, STEVEN DOUGLAS (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

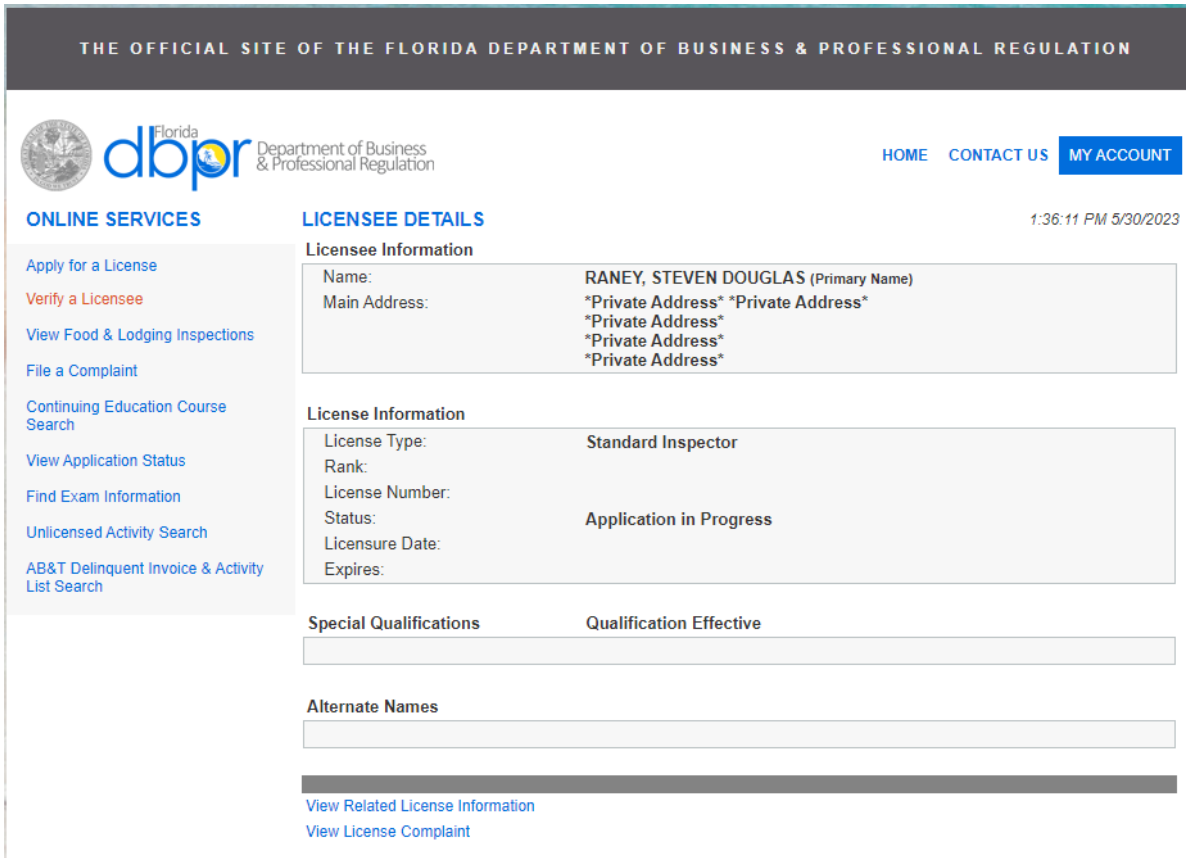
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2210
Status:	Current,Active
Licensure Date:	03/06/2023
Expires:	11/30/2023

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint



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LICENSEE DETAILS

1:36:11 PM 5/30/2023

Licensee Information

Name:	RANEY, STEVEN DOUGLAS (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	
License Number:	
Status:	Application in Progress
Licensure Date:	
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint

Benjamin Suriel, RA, NCARB, LEED AP BD+C

Plan Reviewer

Summary Profile

Education: Bachelor of Architecture with Minor in Construction Management, Autonomous University of Santo Domingo, Dominical Republic

Registration: Florida Building Plans Examiner, License No. PX 3694
Licensed Architect, State of Florida No. AR92725
ICC Standard Plans Examiner

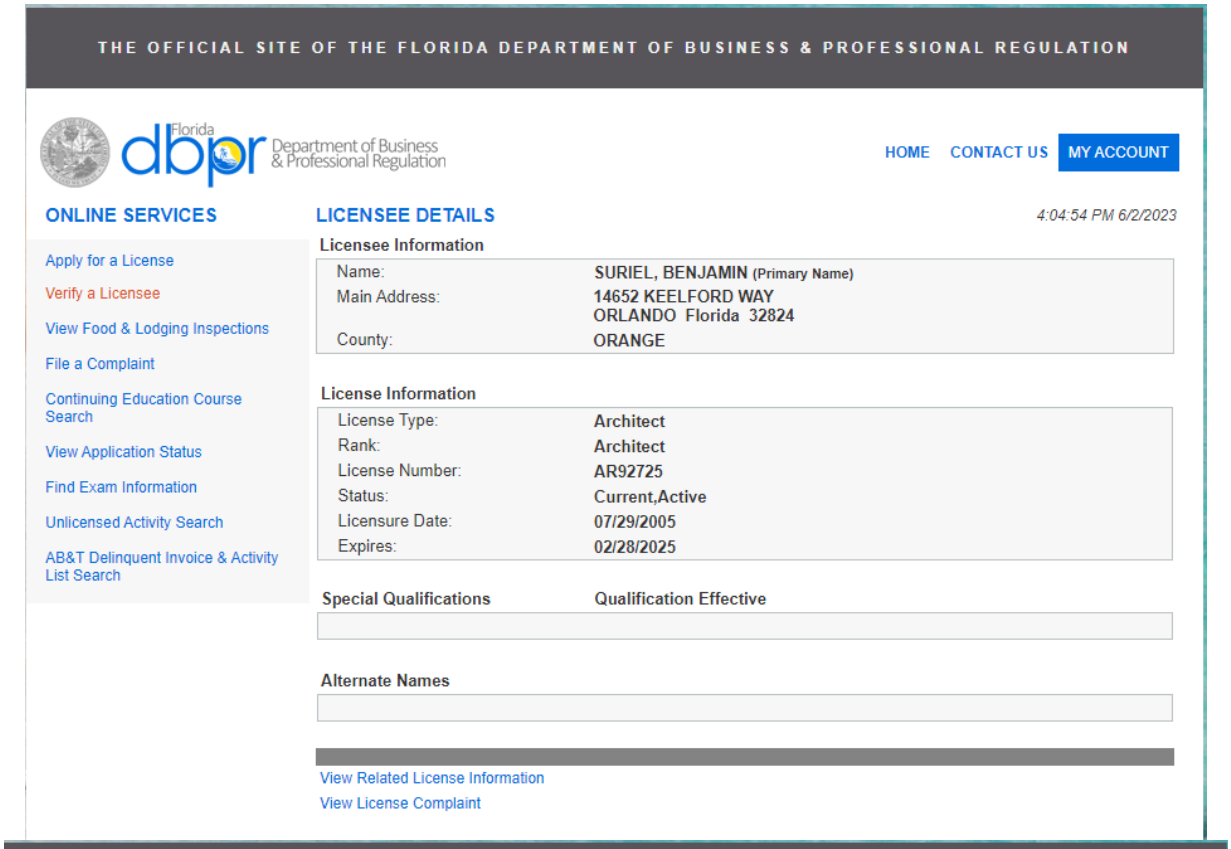
Experience: 17 Years

Mr. Benjamin Suriel is a dedicated, decisive, and resourceful professional Registered Architect with more than 30 years in Architecture, Construction Administration and Plans Examiner. He is certified by the National Council of Architectural Reg Worked with interdisciplinary engineering specialists, contractors, and regulatory agencies to meet overall project objectives and achieve team goals. Benjamin is adept at applying knowledge of architectural principles and practices with an emphasis in the following areas: Building design and planning, IBC codes review, design/construction project scheduling, on-site construction administration, specs- approvals, review of construction payments and cost estimates of different projects. He is a fluent writer and speaker in Spanish/English.

Select Project Experience

Town of Oakland, FL, Plan Review. Plans Examiner responsible for plan reviews of multi-story office buildings, commercial buildings, retail outlets, single-family residences, medical facilities, educational facilities, and multi-family residential developments.

Marion County, FL, Plan Review. Plans Examiner responsible for plan reviews of multi-story office buildings, commercial buildings, retail outlets, single-family residences, medical facilities, educational facilities, and multi-family residential developments.



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LICENSEE DETAILS

4:04:54 PM 6/2/2023

Licensee Information

Name:	SURIEL, BENJAMIN (Primary Name)
Main Address:	14652 KEELFORD WAY ORLANDO Florida 32824
County:	ORANGE

License Information

License Type:	Architect
Rank:	Architect
License Number:	AR92725
Status:	Current,Active
Licensure Date:	07/29/2005
Expires:	02/28/2025

Special Qualifications	Qualification Effective

Alternate Names

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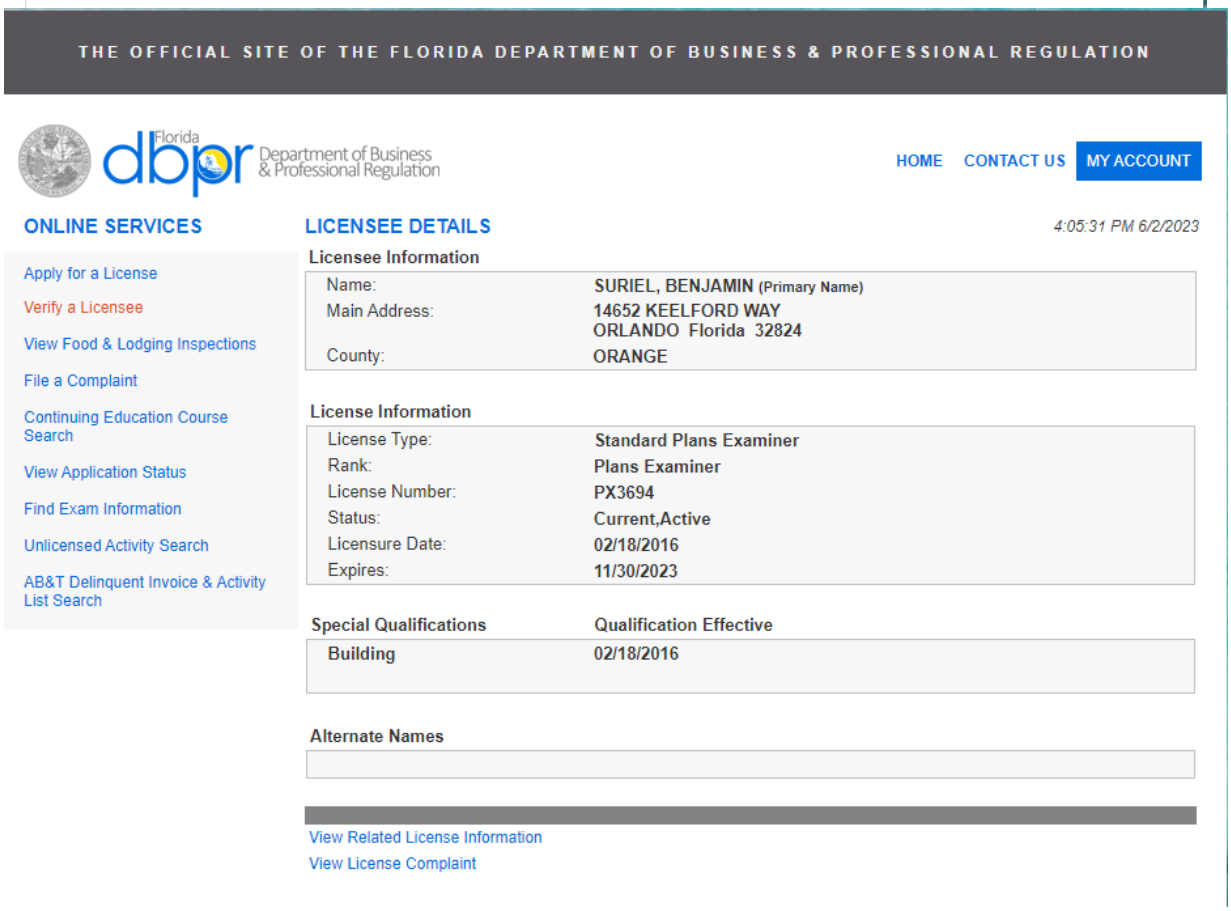

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LICENSEE DETAILS

4:05:31 PM 6/2/2023

Licensee Information

Name:	SURIEL, BENJAMIN (Primary Name)
Main Address:	14652 KEELFORD WAY ORLANDO Florida 32824
County:	ORANGE

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3694
Status:	Current,Active
Licensure Date:	02/18/2016
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	02/18/2016

Alternate Names

View Related License Information

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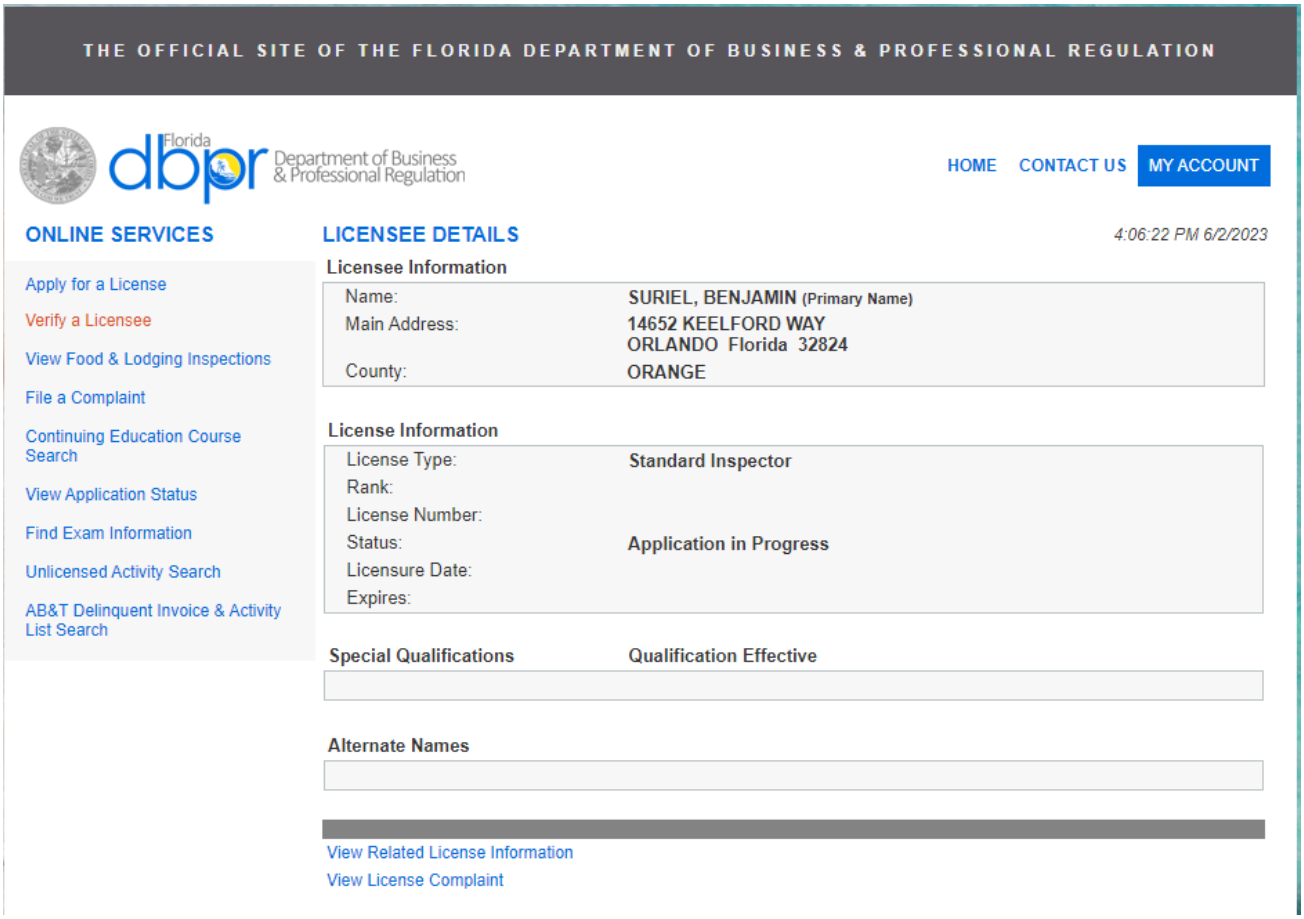

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LICENSEE DETAILS

4:06:22 PM 6/2/2023

Licensee Information

Name:	SURIEL, BENJAMIN (Primary Name)
Main Address:	14652 KEELFORD WAY ORLANDO Florida 32824
County:	ORANGE

License Information

License Type:	Standard Inspector
Rank:	
License Number:	
Status:	Application in Progress
Licensure Date:	
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

View License Complaint

Darin Raskin, PE, CBO

Plan Check Coordinator

Summary Profile

Education: BS Engineering, California State Polytechnic University-Pomona

Registration: Professional Engineer, Florida, PE57730
Professional Engineer, California, CE#57577
ICC Plans Examiner

Experience: 29 Years

Mr. Daren Raskin, a registered Civil Engineer in California, is a Plan Check Engineer for the Building and Safety Division. Daren has more than 29 years of experience in the construction and engineering field. He has more than 18 years of design and plan check experience.

Mr. Raskin is also experienced in the design of various multi-story structures, shopping centers, commercial buildings, parking structures, and residential units. He has organized, scheduled, and supervised staff of engineers, draftsmen, and technicians. His expertise encompasses knowledge of all major building materials including cold-formed steel, structural steel, concrete, and masonry, as well as the design of specialized systems of corrugated cold-formed shear walls, concrete shear walls, masonry shear walls, structural steel moment frames, braced frames, and rigid diaphragm analysis.

Mr. Raskin's previous engineering experience includes the position of Project Engineer with a southern California engineering firm. In this capacity, he performed structural design, analysis, and calculations for the repair of fire damaged buildings (residential and commercial), room additions and custom homes, and ensure structural drawings met design and code requirements.

Select Project Experience

Building Inspection and Plan Review Services, Marion County, FL. Plan Check Coordinator. Willdan's Florida Plan check team was selected and performs residential, commercial, and solar plan check services for the County of Marion. All plan checks performed are via Willdan's electronic plan review system which is accessible to all applicants. Customers can access plan check comments in real time and can track the review through approval on our electronic portal.

Building Permitting Services, Town of Oakland, FL. Plan Check Coordinator. Willdan provides full building department services including building official, administrative staff, inspection, and plan review. All plan checks and permit technician functions are performed remotely but building official and inspection services are conducted on-site.

Plan Check Services, Various Agencies, CA. Plans Examiner for various agencies throughout California.

- City of Canyon Lakes
- City of Adelanto
- City of Avenal
- City of Bakersfield
- City of Banning
- City of Beaumont
- City of Big Bear Lake
- City of Carmel by the Sea
- City of Coachella
- City of Colton
- City of Cudahy
- City of El Monte
- City Fontana
- City of Goleta
- City of Grand Terrace
- City of Highland
- City of Indian Wells
- City of Inglewood
- City of La Puente
- City of Loma Linda
- City of Manhattan Beach
- City of Moreno Valley
- City of Norco
- City of Ontario
- City of Orange
- City of Rancho Mirage
- City of Redlands
- City of Rialto
- City of Ridgecrest
- City of Rocklin
- City of Rolling Hills Estates
- City of Rosemead
- City of San Bernardino
- City of San Luis Obispo
- City of South Gate
- City of South Lake Tahoe
- City of Tustin
- City of Vernon
- City of West Covina
- City of Westlake Village
- City of Willows

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- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

4:50:43 PM 6/2/2023

Licensee Information

Name:	RASKIN, DAREN H. (Primary Name)
Main Address:	11803 BRIARWOOD LN MONTGOMERY Texas 77356
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	57730
Status:	Current,Active
Licensure Date:	09/18/2001
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	09/18/2001

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Section 5: References

Provided are Willdan Florida client references and Letters of Reference from nationwide clients; additional client references are available upon request. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to excellence.

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

REFERENCES

RFP NO. 2023-039
ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name	Town of Oakland	Name	County of Marion
Contact:	Andy Stewart, Town Manager	Contact:	Michael Savage, Building & Safety Director
Address:	220 N. Tubb Street	Address:	601 SE 25th Ave.
	Oakland, FL 34760		Ocala, FL 34471
Telephone:	(407) 656-1117	Telephone:	(352) 438-2459
Email:	astewart@oaklandfl.gov	Email:	michael.savage@marionfl.org
Name			
Contact:			
Address:			
Telephone:			
Email:			

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Proposal Pricing Form RFP No. 2023-039

UC RIVERSIDE

Office of the Campus Architect
Department of Building and Safety
1090 University Avenue
Building 532
Riverside, CA 92521

January 11, 2022

University of California, Irvine
Design and Construction Services
101 Academy, Suite 200
Irvine, CA 92697-2450
949.824.6630

Subject: Letter of Reference for Willdan

Dear Sir/Madam,

This letter is in reference to Willdan and the services they have provided to the University of California, Riverside. The professionalism, thoroughness and detail-oriented services provided in all of their work for the University of California, Riverside is second to none.

I have had the pleasure of working with Willdan for approximately four years here at the university on various projects, and approximately 10 additional years on construction projects prior to my arrival here in Riverside, while working as Director of Building and Safety in municipal government. During all of this time I have found Willdan to be very responsive, detailed oriented and very professional. Their plan review service has been greatly valuable and helpful to us on numerous construction projects here on campus, but none more than on our P3 project with development partners American Campus Communities. Willdan has provided for a great partnership with UCR, Department of Building and Safety and are always available to discuss issues arising as well as completing daily tasks and assisting us whenever needed. It is truly as easy as picking up the phone and asking for needed information and assistance. They are always willing to provide us with any of the services we request, although their plan review services have been especially vital in completing the review process with the P3 Housing and Dining Project just recently completed here.

Willdan is a very professional, efficient, productive and responsive partner which is friendly and very good to work with. I would recommend them highly for any and all opportunities that they may be pursuing.

Please feel free to contact me if any additional information is needed. Thank you for the opportunity.

Respectfully submitted,

Robert K. Williams
Robert K. Williams, CBO
Director of Building and Safety/CBO
University of California, Riverside

PDC.UCR.EDU • TEL: 951-827-1382 • Mobile 951-236-5699

LAWRENCE UTILITIES

City of Lawrence, Indiana - Water & Sewer Utilities

Scott Salsbery, Superintendent
Ph: 317.524.6305 Fax: 317.715.2619

9201 Harrison Park Ct., Lawrence, IN 46216
email:ssalsbery@cityoflawrence.org

September 17, 2021

To Whom It May Concern:

I am pleased to submit this letter of reference and recommendation on the behalf of Willdan Engineering (WE). I had reached out to WE back on November 14, 2019 when our city encountered a situation in which we required immediate assistance with covering our building inspection activities. Willdan responded in a timely manner and helped us get through this rough patch effectively and efficiently.

After speaking at length with Mr. Jim Barrett, our WE representative, I am happy to report that we were able to expand the scope of their involvement in the city's building inspection, permitting and contractor licensing areas. Jim's expertise and WE's philosophy of approaching these tasks with teamwork and with a view to working with our developers, contractors and property owners in a manner designed to achieve compliance and not just be there to find fault and issue citations had made a tremendous difference in our delivery of services in this area of our operations. They have also played an important part in improving our plan review and approval process too.

WE continues to work for us to this day and we hope for well into the future as well!

If you are seeking a company to bring professionalism, integrity, efficiency and effectiveness to your operations, then I firmly believe you cannot go wrong in working with Willdan Engineering.

Thank you,

Scott Salsbery, Supt.
City of Lawrence Utilities

CalPolyPomona | 3801 W Temple Avenue, Bldg. 81, Pomona, CA 91768
Facilities Planning & Management | Administrative Affairs

January 12, 2022

University of California, Irvine
Irvine, CA 92697

To Whom It May Concern:

As Senior Project Manager for Facilities Planning & Management, I am pleased to submit this letter of recommendation for Willdan Engineering (Willdan). CSPU Pomona has contracted with Willdan for building plan review services for more than a decade. During that time, Willdan has provided plan review for numerous projects including the Administrative Building and Automations Lab.

Having worked with Willdan on numerous projects, I can attest to the fact that the plan review staff are knowledgeable on recent code developments and are always helpful when questions arise. Plans are reviewed in a consistently timely manner. The level of professionalism by Willdan staff and their knowledge of the field is highly appreciated.

Willdan employs individuals who have outstanding judgement, ethics, a strong work commitment. I highly recommend Willdan to provide plan review services to UC Irvine.

Respectfully,

Bruyn Bevans, LEED AP
Sr. Project Manager
Facilities Planning and Management
Cal Poly Pomona

Section 6: Cost Proposal

PROPOSAL PRICING FORM
RFP NO. 2023-039 ~ ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

The following proposal(s) is submitted on behalf of: Willdan Engineering for the requested services, in accordance with the agreements and specifications contained in RFP No. 2023-039.

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

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

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform plan review services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. • Full-Time Plan Reviewer	**BLDG, M,E, or P**	$ 110 per hour
		1 + 2 Family	$ 110 per hour
		Multi	$ 110 per hour
2	• Perform plan review services. • Per Plan reviewer: In excess of 40 hours per week.		$ 110 per hour
		1 + 2 Family	$ 110 per hour
			$ 110 per hour
3	• Perform plan review services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • Part time plan reviewer		$ 110 per hour
		1 + 2 Family	$ 110 per hour
			$ 110 per hour
4	• Perform plan review services. • Pre Plan Reviewer On an needed basis • As needed Plan Review	**1 + 2 Family**	$ 110 per hour $ 110 per hour

Section 7: Additional Data

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REVISED** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	RFP No: 2023-039
Pre-Proposal Conference Date: 11:00AM, MONDAY, MAY 22, 2023	RFP Title: ANNUAL CONTRACT FOR PLAN REVIEW SERVICES
Pre-Proposal Location: CITY HALL, ENGINEERING CONFERENCE ROOM, 1ST FLOOR 100 N. US HIGHWAY 1, FORT PIERCE, FL	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:30 PM, TUESDAY, JUNE 6, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Willdan Engineering Mailing Address: 200 South Orange Avenue, Suite 1550 Orlando, FL 32801	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: Patrick Johnson, PE, CBO
Type of Entity (Select one): Corporation X Partnership _____ Proprietorship _____	Title: Director of Building and Safety
Incorporated in the State of: CA Year: 1964	Delivery in _____ days, ARO
Phone Number: (407) 872-2467	Payment Terms: Net 30 Days
Fax Number: (888) 326-6864	FEIN or SS Number: 95-2295858
E-Mail Address: pjohnson@willdan.com	Local Business: ___Y _X_N MWBE: ___Y _X_N
Bid Security is attached, when required, in the amount of $ N/A F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

11/9/2023

DATE (MM/DD/YYYY) 10/27/2022

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

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PRODUCER Lockton Insurance Brokers,LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1513457 Willdan Engineering 2401 East Katella Avenue, Suite 300 Anaheim, CA 92806	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co of America — 25674 INSURER B : Allied World Surplus Lines Insurance Company — 24319 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES WILLD01 **CERTIFICATE NUMBER:** 18804759 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Emp. Benefits Liab. X Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	P-630-7T016289-TIL-22	11/9/2022	11/9/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	810-7T01965A-22-43-G	11/9/2022	11/9/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-7T02108A-22-43-G	11/9/2022	11/9/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Arc/Eng. Prof.	N	N	0313-5950	11/9/2022	11/9/2023	Per Claim: $3,000,000 Aggregate: $3,000,000	

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

CERTIFICATE HOLDER

18804759
Willdan Engineering
2401 East Katella Avenue
Suite 300
Anaheim, CA 92806

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

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

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

June 6, 2023

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance as stated in proposal documents.	X	
Did you include a list of all materials and equipment to be used in providing the service?	X	
Is Drug-Free Workplace form signed and enclosed?	X	
Proposal envelope is marked accordingly.	N/A	
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?	N/A	
Disregard, if you are going to utilize the electronic submission option.	X	
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL _____

C. Scope of Work

Approach

Our approach is based on years of experience and incorporates features enhancing the efficiency and quality of the building plan review process. Below is our general approach to ensuring quality services are provided to the City. When it comes to serving the Fort Pierce community, Willdan sees our role as that of facilitator and guide—helping the City's customers with the review processes—assisting the applicant while ensuring development complies with building codes and City standards. Our plan checkers are available to work remotely, as well as in the office and conduct plan reviews on-site as requested by the City.

We understand that the process of complying with the various codes, standards, regulations, and laws can be a formidable and daunting undertaking—for even the most seasoned design or construction professional. Furthermore, an understanding of the complexity associated with processing private development applications is essential to exceptional customer service. Common sense decision making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff bring to every engagement.

Staff/Client Relationships

Willdan's commitment to customer service is why we can respond promptly to our clients' requests. Frequent communication is a key element. We understand today's sensitivity to meeting schedules despite changing conditions; therefore, we strive to keep the client informed and work to resolve issues early. Since most of our management staff are former public employees, they understand the needs of the City and can bring to bear the resources required to successfully deliver projects on time and within budget.

Adequacy of Resources

Willdan takes an innovative approach to address surges and reductions in staffing. We often cross-train staff assigned to our municipal clients so, as the workload fluctuates, the team members can assume multiple roles while maintaining high-quality performance. For example, we assign a plan checker to the City who has capabilities and qualifications as an inspector. Regardless of the demand or schedule, Willdan understands that efficient communication of project goals and challenges is essential to capitalizing on our full resources and delivering the highest quality service to the City.

As Willdan explored the scope of this project and identified and investigated the request, we assembled our project team – matching expertise and availability to project needs. The selected individuals will lend their expertise and knowledge to respond to the needs of the City's assignment and deliver exceptional service. This group of specialized experts is dedicated to serving the City through innovative solutions and quality results.

Willdan's corporate-wide staffing resources number over 1,500 employees in 50+ offices nationwide. Our organizational structure enables staff to efficiently communicate project challenges and goals companywide – capitalizing on Willdan's full resources to deliver the highest quality and most cost-effective services.

Scheduling

A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress of requested plan check activities. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the project schedule. If it is determined that a project is falling behind schedule, project managers meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Project managers monitor all progress on a weekly basis for plan checks.

Time Management

Willdan has a reputation for providing quality and accurate plan review in a timely manner. We understand that time is of critical importance to the City and to the development community. We are dedicated to meeting standard and "fast track" turnaround deadlines. Willdan is committed to providing the staffing and resources required to complete projects under this contract on schedule and with high quality. To ensure we meet this commitment, we prepare labor projections for all projects. Projections are made for each project and then aggregated by the project manager to produce division/office-wide labor needs and to identify shortages or surplus.

Willdan plan review project completion times are often the quickest in the industry. We are able to achieve this through retaining one of the largest teams in the region and by employing a team of part-time personnel in the event of increased plan review activity. Willdan hires competent staff, provides them with the necessary tools for success and regular training in industry requirements/standards. Plan reviews are always handled by licensed architects, plans examiners and engineers or under the supervision of licensed design professionals. It is these policies and procedures in regard to plan check that provide Willdan with an advantage over our competition.

Ability to Meet Deadlines

Willdan utilizes a unified management approach whereby each project is undertaken by a project team. Each project is assigned to a senior member of our staff and supported by a team of individuals with the background, experience, and availability best suited for each assignment. If needed, Willdan can add additional support staff to the identified team to ensure completion of this assignment by the requested dates. Willdan maintains a strict quality control program that includes peer review and constructability review of all projects. This process has served us well and is demonstrated by the number of successfully completed projects over the many years that Willdan has been in the business. Willdan's team management approach has proven to be effective in delivering services on time, within budget, and to the client's satisfaction.

Project Opportunities/Challenges and Solutions

Willdan strives to resolve problems or concerns long before it becomes an issue or dispute through the process of partnering with jurisdictions or clients. This same partnering approach is applied to plan review services. The goal of the plan check environment is for the City, the applicant, and the plan checker to work as a team to assist the applicant through the development application process. To support this level of professionalism in the plan check process, Willdan's experience has shown that it is paramount that plan check comments are clear and are supported by reference to the applicable standard or reference document. This provides all parties with the knowledge of the reason for the comment and allows a basis for how to address the comment.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners, and contractors. Resolutions of code issues may also be accomplished by telephone and/or email as well as scheduled meetings (typically virtual via Zoom/WebEx) prior to resubmitting corrected plans and documents. We will usually respond to inquiries from applicants on the same day, but at a maximum within one day. This will assist in ensuring that plans are approved in no more than three reviews whenever possible.

Occasionally, there may be issues that require additional discussion between the plan checker and the applicant. We realize that resolution is the goal and will discuss by telephone or in-person with the applicant the course of action required to resolve such items. Typically, the resolution will require the applicant to submit documentation to support their position. This information will be shared with the City for its review and approval or denial. The City's decision will be determined to be the resolution of the issue.

Approach- Types of Building Plan Check

Building and Grading Plan Review

Although Willdan offers a full range of services to our clients, we recognize there is none more important than retaining qualified building safety personnel.

Since many of us spend a majority of our time living, working, sleeping, and playing within the confines of a structure, building safety is paramount. It is imperative that a governing body find a cost-effective way to provide these services to the community they serve. Willdan recognizes this need.

Project plan review goes hand-in-hand with the inspection element and is equally critical to the development process. Plan review services bring the intent of the design team and the adopted codes of the community together. It is the plans examiner's responsibility to ensure the project is designed in accordance with codes and standards adopted by the municipal agency. Working together as a team, the plans examiner, the designer, and the inspector all contribute greatly to the health, safety, and welfare of the community.

> "We really appreciate Willdan's timely responses and professional advice to our questions and concerns related to plan check comments and general code issues. Willdan's professionalism and knowledge of the plan check process was immensely helpful in cutting cost and schedule. It has been really great to work with Willdan and we hope we will keep working with them for future work."
>
> **- Inkon Kim, PhD, LEED AP**
> **HPA, Inc.**

Willdan's plans examiners are ICC certified plans examiners, licensed architects, and/or registered engineers. Our experience and strength in building and safety encompasses the complete range of technical disciplines, that is, structural engineering plan check, fire-life safety, electrical, plumbing, and mechanical codes, as well as other local amendments to the adopted codes. Willdan team members have extensive experience with the Florida Green Building Standards Code, including familiarity with LEED, RESnet, USGBC, and NPDES supported concepts. **Willdan team members attend classes and seminars on a regular basis for up-to-date comprehension of all code requirements and to maintain current certifications at no expense to our clients.**

All building plans will be examined for compliance with the City's adopted version of the Florida Building Code, Florida Residential Code, Green Building Standards Code, Florida Mechanical Code, Florida Plumbing Code, National Electrical Code, and the Accessibility and Energy Conservation requirements as mandated by the State, and all additional applicable City Ordinances. All plan check services will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other County departments. All plan review will comply with the City's directives, codes, and policies.

Plan check will include a review of any or all of the following design elements as determined by the City:

▪ **Architectural** ▪ **Structural** ▪ **Mechanical** ▪ **Electrical** ▪ **Plumbing**	▪ **Fire/Life-safety** ▪ **Disabled Access Regulations** ▪ **Soils/Grading** ▪ **Energy Conservation Regulations** ▪ **Green Building Standards**

Willdan will provide two complete typewritten plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation. At the City's discretion, plan check comments, plans and documents will be returned directly to the designers until such time as plans are approved.

Willdan team members will pick up plans from the City Administration Building and/or provide delivery service at no additional cost to the City. We will supply the City with plan bags and shipping labels as well as Willdan's FedEx and GSO account numbers.

Solar Plan Review

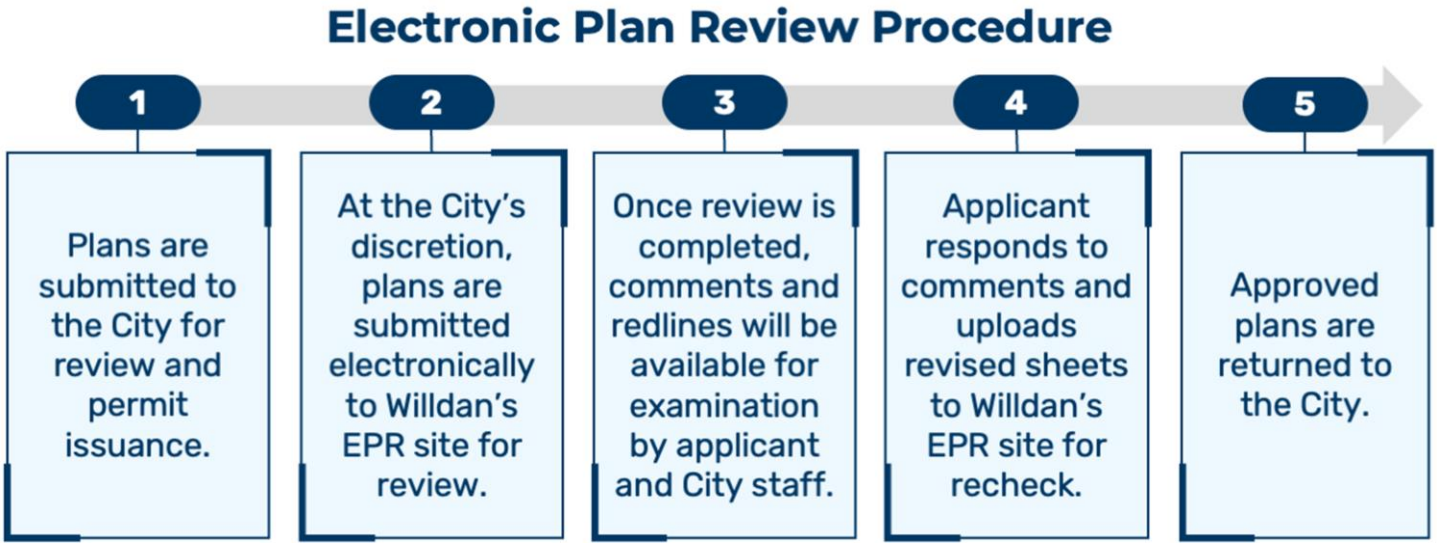
The turnaround schedule for a solar plan review averages two to three business days. We are able to electronically stamp the plans "approved" as well - allowing the applicant to print the approved plans directly from our electronic plan review site and return the plans to the City.

> "Working with Willdan speeds up the installation of solar. **They have quick and efficient plan reviews through an electronic review process.** Complete Solar is happy to continue to work with Willdan on a regular basis."
> **-Sarah Prado, Agent, Complete Solar**

Electronic Plan Review (EPR)

Willdan has long had the ability to provide plan review services electronically, at no additional cost to the City or applicants. The many advantages of our eco-friendly electronic plan review process include the elimination of the need for additional computer software or hardware–only an Internet connection is necessary.

Electronic plan review services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format and reviewed in Bluebeam. Willdan will review plans and has the ability to transmit the redlined plans back to the applicant or designer via the website, along with the plan review comment sheet. This service allows for on-line collaboration between the City, designer, and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing, and timelines for plan review processing for the applicant. Our EPR portal also serves as an accurate log of all plans coming in and going out. City staff will have full access to the site and will have the ability to check status, review redlines, comments, etc.



Electronic Plan Review is an excellent solution to ensure plan review services can still be offered/performed during periods of disruption such as the COVID-19 pandemic, where paper submission and human contact were strongly discouraged.

Plan Review Turnaround

Willdan's schedule is applicable for all types of construction and can be adjusted to satisfy the City's plan review requirements. The review times stated represent the maximum turnaround times.

	Turnaround (from receipt of plans)	
Type of Project	Initial Check (working days)	Subsequent Check (working days)
Residential, including additions and/or accessory buildings	10	5
Single-Family Dwelling	10	5
Duplex Dwelling	10	5
Multi-Family (three units or more)	10-12	5-8
Commercial/Industrial Buildings	10-12	5-8

Performance of Specific Services and Tasks

Willdan shall perform commercial and/or residential building plan review services for the City on an as-needed basis. Services shall be provided in accordance with, and pursuant to, the Florida Building Codes and other applicable federal, state, and local law, rules, regulations, and requirements.

Project Management and Quality Assurance/Control Approach

Project Management

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model. Following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections. If necessary, changes in approach or strategy will be discussed with City staff, to meet the needs of the City of Fort Pierce. In doing this, we will ensure the project stays on track and evolves, based upon current thinking and outside dynamics.

Project Management				
Define the Project	Plan the Project	Manage the Project	Review the Project	Communicate the Project
▪ Identify the project scope, set objectives, list potential constraints, document assumptions. ▪ Define a course of action and develop an effective communication plan. ▪ Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.	▪ Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline. ▪ Assign workload functions to appropriately qualified staff to ensure milestones are met, on time. ▪ Pre-schedule quality control meetings with project team to maintain the progressive motion of the project.	▪ Manage the execution of the project. ▪ Direct existing and upcoming project tasks. ▪ Control and monitor work in progress. ▪ Provide feedback to client and project team. ▪ Identify and resolve deviances from project timeline.	▪ Review all work product and deliverables. ▪ Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. ▪ Procure executive officer level review.	▪ Communicate with the client regarding work status and progress. ▪ Ensure client is in receipt of regular status updates. ▪ Schedule regular conference calls to touch base. ▪ Inform client of roadblocks, work outside of projected scope.

Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

1) Peer review;

2) Project Manager review; and

3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This ensures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.

The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

Quality Assurance Goals		
Goal	**Lead**	**Task**
Quality Assurance / Control Process	Al Brady	▪ Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed; ▪ Emphasize quality in every phase of work; ▪ Ensure efficient use of resources; ▪ Establish a consistent and uniform approach to the services performed; and ▪ Implement appropriate quality control measures for each work task of the project.
Quality Control Plan	Al Brady & Patrick Johnson	▪ Contract deliverables; ▪ Specific quality control procedures; ▪ Special quality control emphasis; ▪ Budget and manpower requirements; ▪ Overall project schedule and budget; and ▪ Project documentation requirements.

D. Additional Data

Additional data is included in Section7 of the proposal, as instructed.

WILLDAN

200 South Orange Avenue, Suite 1550
Orlando, FL 32801
407.872.2467 | Fax: 888.326.6864

www.willdan.com

JUNE 6, 2023

RFP NO. 2023-039

City of Fort Pierce

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Submitted by:

C.A.P. Government, Inc.
1910 N. Florida Mango Rd.
West Palm Beach, FL 33409

cap government
A Bureau Veritas Company

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City of Fort Pierce – RFP No. 2023-039

Annual Contract for Plan Review Services

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- Organizational Chart
- DBPR Licenses

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Cost Proposal (C.A.P. Government, Inc's rates for clarification)

Section 7: Additional Data ..... Page 44-47

- Drug-Free Workplace Form
- City of Fort Pierce Proposer's Checklist
- Certificate of Insurance

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REVISED** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772-467- 3102	RFP No: 2023-039
Pre-Proposal Conference Date: 11:00AM, MONDAY, MAY 22, 2023	RFP Title: ANNUAL CONTRACT FOR PLAN REVIEW SERVICES
Pre-Proposal Location: CITY HALL, ENGINEERING CONFERENCE ROOM, 1ST FLOOR 100 N. US HIGHWAY 1, FORT PIERCE, FL	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:30 PM, TUESDAY, JUNE 6, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: C.A.P. Government, Inc. Mailing Address: 1910 N. Florida Mango Rd.	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: West Palm Beach, FL 33409	Typed or Printed Name: Carlos A. Penin,PE
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: President
Incorporated in the State of: Florida Year: 1989	Delivery in _____ days, ARO
Phone Number: (305) 448-1711	Payment Terms: Net 30 Days
Fax Number: (305) 448-1712	FEIN or SS Number: 65-0121594
E-Mail Address: capenin@capfla.com	Local Business: ___Y __XN MWBE: ___Y X N
Bid Security is attached, when required, in the amount of $ N/A F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

SECTION 1

TRANSMITTAL LETTER

cap government
A Bureau Veritas Company

cap government

June 6, 2023

City of Fort Pierce
Attn: Purchasing Division, Room 101
101 Church Street North U.S. #1
Fort Pierce, Florida 34950

RE: City of Fort Pierce, RFP No. 2023-039 – Annual Contract for Plan Review Services

To Whom It May Concern:

C.A.P. Government, Inc. (CAP) hereby submits its response to the City of Fort Pierce (City) **Request for Proposals (RFP NO. 2023-039) Annual Contract for Plan Review Services.** CAP thoroughly understands the Scope of Work provided in the RFP. As required in the RFP, we have submitted an Electronic Bid (E-Bid) in pdf format.

CAP has been providing outsourced professional services to governmental clients in Florida for over thirty-four (34) years. Our corporate philosophy of delivering services is centered on creating a positive customer experience without sacrificing accuracy, efficiency and transparency. We believe that this complements the City's desire for its Building Department stakeholders. Most importantly we have been providing plans review services to the City of Fort Pierce since 2019. As you review our submittal, we call to your attention the following points:

- **Qualifications.** CAP was established in 1989 and in 1992 we pioneered the outsourcing of Building Department Services to the newly formed Village of Key Biscayne. We currently serve over seventy (70) municipalities and six (6) educational clients throughout Florida.

- **Staff Availability.** CAP has over two hundred and sixty (260+) employees who are fully qualified and licensed by the State of Florida Department of Business and Professional Regulations.

- **Services Location.** C.A.P. Government, Inc. is a State of Florida Corporation that operates out of three (3) corporate offices in Florida. Our clients stretch throughout Miami-Dade, Broward, Palm Beach, the Panhandle and Gulf Coast Counties. As we continue to expand and implement the use of the Electronic Plans Review (EPR) software, our "location" is anywhere we have access to the internet.

- **Technology.** Our commitment to providing exceptional service led us to the development and implementation of an electronic plan review software. Since 2013 CAP has been investing, developing, and implementing an EPR platform that allows our Plans Examiners to electronically access work **"real-time"**, maintaining efficiency and accuracy. Our EPR services expedite the review and approval process taking full advantage of current technologies, at no cost to the City.

  This software has been used successfully on plans review projects for our municipal and educational institution clients and is currently being used by CAP on projects across the state.

343 Almeria Avenue, Coral Gables, FL 33134 • O 305.448.1711 • F 305.448.1712
capfla.com

cap government

We commit to deliver efficient, cost-effective and quality solutions to the City of Fort Pierce by maintaining the necessary resources to provide the plan review services required in the Scope of Services. Our experience and qualifications meet or exceed the requirements and expectations listed in the RFP.

Why us, by the numbers?

34	Years in Business (Est.1989)
31	Years Outsourcing Building Services Exclusively to the Government
11	**Municipal Clients - Full service**
60	Municipal Clients - Supplemental Services
6	Educational Clients
77	Total Building Department Outsourcing Clients
4	Years with the City of Fort Pierce
18	Years with the City of Weston
28	Years with the City of Aventura
10	Years providing Electronic Plan Review (EPR)
260 +	Employees dedicated to outsourcing Building Services

In closing, our company is the leader in providing Building Plan Review Services to governmental agencies. In addition, C.A.P. Government works primarily for governmental agencies thereby avoiding potential conflicts of interest.

Finally, we thank you in advance for your consideration and respectfully request the opportunity to provide the City of Fort Pierce with the best quality services. If given the opportunity, we will continue to provide the high level of Building Department, Plan Review Services that is expected and required by the City. If you have any questions, please contact me at 305.458.6000.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

SECTION 2

ADDENDA ACKNOWLEDGEMENT

cap government
A Bureau Veritas Company

May 17, 2023

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

RFP NO. 2023-039

ADDENDUM NO. 1

The purpose of this addendum is to advise vendors that minor changes were inadvertently overlooked in preparation of the proposal documents. Please disregard the original document and use the **REVISED** proposal document, attached for preparing your submission.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Carlos A. Penin, PE
Typed or Printed

Company Name: C.A.P. Government, Inc.

Address: 1910 N. Florida Mango Rd. West Palm Beach , FL 33409

_____

Date: 05/17/2023

/lh

SECTION 3

BUSINESS REQUIREMENTS

cap government
A Bureau Veritas Company

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
1910 North FLORIDA MANGO RD
WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	C.A.P. GOVERNMENT INC		B22.594842 - 07/06/22	$33.00	B40153763

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2016092908
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

C.A.P. GOVERNMENT
C.A.P. GOVERNMENT INC
1910 N FLORIDA MANGO RD
WEST PALM BEACH FL 33409-6408

7 - 1842

Local Business Tax Receipt

Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

2252898

RECEIPT NO.
RENEWAL
2369544

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
CAP GOVERNMENT INC
343 ALMERIA AVE
CORAL GABLES, FL
33134-5811

OWNER
CAP GOVERNMENT INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI P/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR
247.50 07/13/2022
INT-22-358958

Employee(s) 55 EB5344

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: C A P GOVERNMENT INC

Receipt #: 329-265281
Business Type: ALL OTHERS (INSPECTION SVCS)

Owner Name: C A P GOVERNMENT INC
Business Location: 100 E DAVIE BLVD
FT LAUDERDALE
Business Phone: 305-448-1711

Business Opened: 03/10/2014
State/County/Cert/Reg:
Exemption Code:

State of Florida
Department of State

I certify from the records of this office that C.A.P. GOVERNMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1989.

The document number of this corporation is K80212.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 6, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of March, 2023

Secretary of State

Tracking Number: 6052819205CC

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

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

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PENIN, CARLOS ANTONIO

343 ALMERIA AVENUE
CORAL GABLES FL 33134

LICENSE NUMBER: PE33216

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

ONLINE SERVICES

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Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:03:01 PM 10/3/2022

Licensee Information

Name:	**C.A.P. GOVERNMENT, INC. (Primary Name)**
Main Address:	**343 ALMERIA AVENUE CORAL GABLES Florida 33134**
County:	**DADE**

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**5344**
Status:	**Current**
Licensure Date:	**07/06/1989**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
C.A.P. Government, Inc

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
P. O. Box 843599

Requester's name and address (optional)

6 City, state, and ZIP code
Dallas, TX 75284-3599

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
6	5	–	0	1	2	1	5	9	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 5/2/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

SECTION 4

QUALIFICATIONS/EXPERIENCE

cap government
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Section 4:

Qualifications/Experience

City of Fort Pierce – RFP No. 2023-039

Annual Contract for Plan Review Services

C.A.P. Government, Inc. (CAP) was founded on **April 10, 1989,** by Mr. Carlos A. Penin, PE. In 1992 CAP entered into an agreement with the newly incorporated Village of Key Biscayne to offer the outsourcing of Building Department professional services. We have been doing so *continuously* since then. Today CAP is recognized as the leading firm in providing Building Department services to over seventy (70+) municipalities and to six (6) educational clients across Florida.

Our customer-centered approach to these services has helped us build a team of over two hundred and sixty (260+) Professional Engineers, Architects, Building Code Administrators, Plans Examiners, Inspectors, and Permit Technicians. **Our legacy of hard work and dedication has established us as a leader in our industry.** For over **thirty-four (34) years** CAP has maintained an exemplary track record of professional management of all phases of the building and permitting process. CAP's expertise involves developing tailored solutions to plans review, inspections, and code compliance services exclusively to government entities.

C.A.P. Government, Inc. is a State of Florida Corporation that operates out of three (3) offices in Florida. Our clients stretch throughout Miami-Dade, Broward, Palm Beach, the Gulf Coast, Central Florida, and Panhandle Counties. `

C.A.P. GOVERNMENT, INC.

Miami-Dade - 343 Almeria Avenue, Coral Gables, FL 33134
Broward - 100 SE 12 Street, Fort Lauderdale, FL 33316
Palm Beach - 1910 N. Florida Mango Rd., WPB, FL 33409

C.A.P. Government, Inc. has outsourced Building Department services to government agencies in Miami-Dade, Broward, Palm Beach, Sarasota, Charlotte, and Lee Counties. Our legacy of hard work and dedication has established us as an industry leader.

Most importantly CAP has been providing Plan Review services to the City of Fort Pierce since 2019.

The following examples are provided to highlight CAP's experience with similar contracts within the last five (5) years. They demonstrate the depth of our past performance and validate our successful history of providing professional outsourced services.

Section 4:

Qualifications/Experience

City of Fort Pierce – RFP No. 2023-039

Annual Contract for Plan Review Services

CITY OF AVENTURA	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 1995 to Present (28 Years)**
CITY OF WESTON	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 2005 to Present (18 Years)**
CITY OF SOUTH BAY	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 2010 to Present (13 Years)**
TOWN OF LAUDERDALE-BY-THE-SEA	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 2011 to Present (12 Years)**
CITY OF DANIA BEACH	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 2016 to Present (7 Years)**
PALM BEACH COUNTY	**Services Provided** Plans Review, Inspections and Building Code Administrator **Dates of Services: 2015 to Present (8 Years)**
TOWN OF JUPITER	**Services Provided** Plans Review and Inspections **Dates of Services: 2019 to Present (4 Years)**

On the following pages we have enclosed all the required licenses to work under this agreement.

Section 4:

Qualifications/Experience

City of Fort Pierce – RFP No. 2023-039

Annual Contract for Plan Review Services

SCOPE OF SERVICES:

C.A.P. Government, Inc. (CAP) will provide the City of Fort Pierce qualified, trained, experienced employees licensed by the State of Florida Department of Business and Professional Regulation (DBPR). We are prepared to complete the work required in accordance with all applicable State of Florida Statutes and standards. Our focus is on a long-term "Commitment to Success".

We have reviewed the "Scope of Services" in this RFP, and we are confident that we will meet or exceed the level of services required by the City of Fort Pierce's Building Department.

Our team of certified professionals have knowledge of construction and engineering principles, techniques and all applicable building codes and regulations including City and State ordinances. We are well versed in all legal and technical requirements related to all disciplines including Public Works, Zoning and Code Compliance.

CAP has assembled a qualified team to provide residential and commercial plan review services in the following trades:

- *Structural*
- *Building*
- *Mechanical*
- *Electrical*
- *Plumbing*
- *1+2 Family (and Multi Family)*

CAP's staff will review and process all applications and construction plans for issuance of permits under the Florida Building Code (FBC). including the requirements of other agencies that have jurisdiction.

Our employees are required to participate in an annual Ethics Training Course, adhere to the company's code of conduct and to take continuing education credits to maintain the required certifications for their trades.

All personnel are equipped with smart phones and I-Pads and will be capable of answering all consumer inquiries in a timely manner. We take pride in customer service and believe that exceptional customer service builds trust and reduces problems for an efficient Building Department. Our Company culture is based on "customer - centered services.

EQUIPMENT:

All of CAP's plan reviewers are provided with the necessary tools, equipment, cell phone and vehicle to perform plan review services. All company vehicles are licensed for use on public streets and licensed in the State of Florida.

Section 4:

Qualifications/Experience

City of Fort Pierce – RFP No. 2023-039

Annual Contract for Plan Review Services

OVERVIEW OF SERVICES:

CAP's staff have extensive experience providing plans review services for municipal and educational clients. The firm's capabilities are reinforced through staff's familiarity with the Florida Building Code and all applicable building codes and regulations, including City codes and ordinances. We have a proven plan review process that helps ensure compliance with requirements.

PLAN REVIEW SERVICES

CAP will review all permit documents including building plans, specifications, and all required calculations for residential and commercial projects to ensure compliance with the Florida Building Code and any other applicable standards. The reviews will include the various disciplines: structural, building, mechanical, electrical, (HVAC), electrical and plumbing and two-family dwelling disciplines. This will result in a recommendation of approval or denial of plans with a clear observation of the findings to support such recommendations, including code sections applicable to the denials. On disapproved items, we will provide further discussions with Architects, Engineers, Contractors, and owners builders to obtain the modifications necessary for approval.

Essential job functions required by the City of Fort Pierce:

- ✓ Review plans and specifications for new and existing construction in physical printed format and/or electronic format through the City's web-based electronic plan review system
- ✓ Work performed at the City's Building Department, at CAP's Offices, or virtually
- ✓ CAP Employee, Deborah Nutter, BU, BN, PX will serve as the Project Manager and key contact for City approvals
- ✓ Electronic reviews will be assigned to the City's electronic permitting system; CAP professional staff will review and examine plans and provide all necessary comments in the electronic permitting system
- ✓ CAP professional staff will communicate in a professional, courteous, and respectful manner

Electronic Plan Review (EPR)

In 2013, our Company embarked on the design, development, and implementation of Electronic Plans Review (EPR). We firmly believe that EPR has made the review process more efficient and transparent. Our program allows the project stakeholders **"real-time"** access to the status of their application and to the submittals from the design professionals across different platforms as long as internet connectivity is available. In addition, our reviewers will be able to provide the service remotely, having more access to data and being more flexible with their time. Data is exchanged electronically thus reducing or eliminating paper bulk and becoming more environmentally sensitive. Data stored this way is safer and the ease of retrieval is increased. In short, the EPR system adds efficiency and value to the entire Building Review and Permitting process.

Professionalism and maintaining an effective professional working relationship with City staff, contractors, homeowners, architects, engineers, developers and customers of the City. CAP's staff will be available for consultation and to assist and provide information on building permitting and inspection issues to expedite the process.

KEY STAFF:

Mr. Carlos A. Penin, PE -Principal-in-Charge

Mr. Penin is the President and founder of C.A.P. Government, Inc. (CAP) and will serve as the Principal-in-Charge under this contract. Mr. Penin serves in an administrative capacity overseeing the daily operations of the firm. His responsibilities include determining the strategic direction of the company and carrying out the strategic plan through overseeing operations, marketing and business development activities, contract oversight, and staff management.

Ms. Deborah Nutter, BU, PX, BN - Building Official / Project Manager

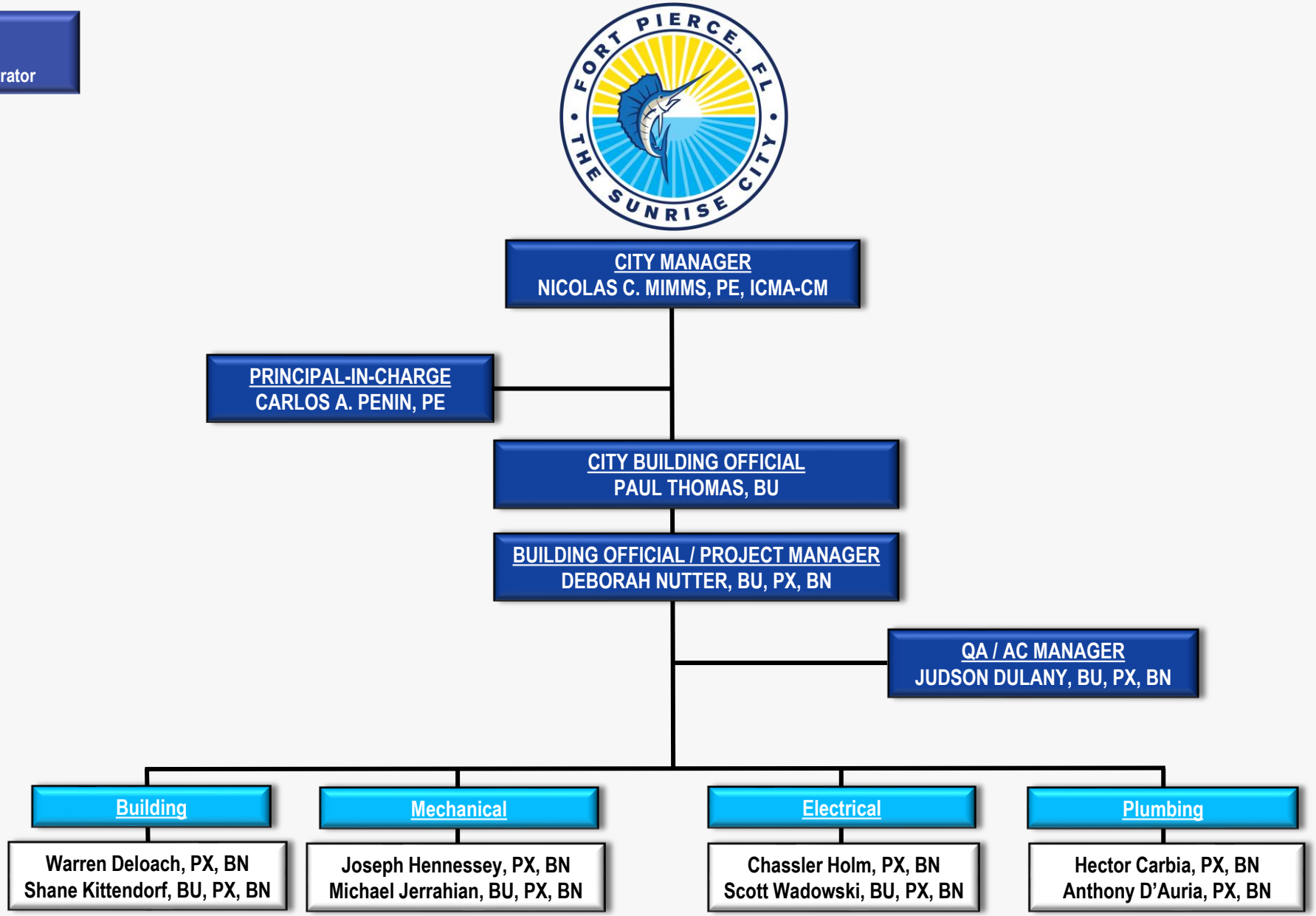
Ms. Nutter has over thirty (30) years of experience in the building industry. Ms. Nutter holds various licenses as a building code administrator, electrical plans examiner and a building, electrical and mechanical inspector. She was recognized by the Building Officials Association of Florida (BOAF) and awarded "2018" Building Official of the Year.

Mr. Judson Dulany, Bu, PX, BN, QA/QC

Mr. Judson Dulany has over twenty (20) years of experience as a commercial residential, and industrial State of Florida Certified building, roofing contractor. Knowledgeable in all aspects of construction, estimating, contracts, underground utilities, site work, foundations, and structural walls. He is immersed in CAP's day-to-day operations and is uniquely qualified to oversee the administration of a Building Department.

PX – Plans Examiner
BN – Inspector
BU – Building Code Admiistrator

ORGANIZATIONAL CHART



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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:01:10 AM 2/21/2023

Licensee Information

Name:	**PENIN, CARLOS ANTONIO (Primary Name)**
Main Address:	**343 ALMERIA AVENUE CORAL GABLES Florida 33134**
County:	**DADE**
License Mailing:	**343 ALMERIA AVENUE CORAL GABLES FL 33134**
County:	**DADE**

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**33216**
Status:	**Current,Active**
Licensure Date:	**03/25/1983**
Expires:	**02/28/2025**

Special Qualifications	Qualification Effective

Alternate Names

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

7:12:53 PM 12/29/2021

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1990**
Status:	**Current,Active**
Licensure Date:	**02/26/2018**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective

Alternate Names

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

7:13:30 PM 12/29/2021

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3626**
Status:	**Current,Active**
Licensure Date:	**07/30/2015**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**07/30/2015**

Alternate Names

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Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

7:13:54 PM 12/29/2021

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6644**
Status:	**Current,Active**
Licensure Date:	**03/27/2015**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**03/27/2015**

Alternate Names

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Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:16:48 PM 12/29/2021

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1478**
Status:	**Current,Active**
Licensure Date:	**05/02/2006**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:16:07 PM 12/29/2021

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX2657**
Status:	**Current,Active**
Licensure Date:	**03/13/2006**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Electrical	**03/13/2006**

Alternate Names

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Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:17:19 PM 12/29/2021

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Location:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN5093**
Status:	**Current,Active**
Licensure Date:	**09/23/2005**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**08/09/2006**
Electrical Inspector	**09/23/2005**
Residential	**05/05/2006**
Mechanical	**08/09/2006**

Alternate Names

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LICENSEE DETAILS

3:35:20 PM 1/7/2022

Licensee Information

Name:	**DELOACH, WARREN WESLEY (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX690**
Status:	**Current,Active**
Licensure Date:	**06/30/1994**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	
Mechanical	
Plumbing	

Alternate Names

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Continuing Education Course Search

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Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:36:23 PM 1/7/2022

Licensee Information

Name:	**DELOACH, WARREN WESLEY (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN1571**
Status:	**Current,Active**
Licensure Date:	**06/30/1994**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Mechanical	**11/21/2006**
Plumbing	

Alternate Names

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LICENSEE DETAILS

4:17:51 PM 1/6/2022

Licensee Information

Name:	**KITTENDORF, SHANE VON (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1737**
Status:	**Current,Active**
Licensure Date:	**05/03/2011**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective

Alternate Names

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

4:19:05 PM 1/6/2022

Licensee Information

Name:	**KITTENDORF, SHANE VON (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3335**
Status:	**Current,Active**
Licensure Date:	**08/03/2010**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**08/03/2010**

Alternate Names

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File a Complaint

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Unlicensed Activity Search

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LICENSEE DETAILS

4:18:35 PM 1/6/2022

Licensee Information

Name:	**KITTENDORF, SHANE VON (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6273**
Status:	**Current,Active**
Licensure Date:	**07/24/2009**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**07/24/2009**

Alternate Names

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:24:40 PM 4/11/2022

Licensee Information

Name:	**HENNESSEY, JOSEPH THOMAS (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4547**
Status:	**Current,Active**
Licensure Date:	**12/14/2020**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Mechanical	**10/05/2021**
Plumbing	**12/14/2020**

Alternate Names

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File a Complaint
Continuing Education Course Search
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Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:21:55 PM 4/11/2022

Licensee Information

Name:	**HENNESSEY, JOSEPH THOMAS (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7885**
Status:	**Current,Active**
Licensure Date:	**11/20/2019**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Mechanical	**11/20/2019**
Plumbing	**02/10/2020**

Alternate Names

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

6:05:39 PM 12/21/2021

Licensee Information

Name:	**JERRAHIAN, MICHAEL (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU2163**
Status:	**Current,Active**
Licensure Date:	**10/27/2021**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective

Alternate Names

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

6:00:58 PM 12/21/2021

Licensee Information

Name:	**JERRAHIAN, MICHAEL (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4301**
Status:	**Current,Active**
Licensure Date:	**07/16/2019**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Mechanical	**07/16/2019**

Alternate Names

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

6:05:00 PM 12/21/2021

Licensee Information

Name:	**JERRAHIAN, MICHAEL (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7748**
Status:	**Current,Active**
Licensure Date:	**07/08/2019**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Mechanical	**07/08/2019**

Alternate Names

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LICENSEE DETAILS

3:42:29 PM 5/31/2022

Licensee Information

Name:	**HOLM, CHASSLER (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4672**
Status:	**Current,Active**
Licensure Date:	**10/11/2021**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Electrical	**10/11/2021**

Alternate Names

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Unlicensed Activity Search

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LICENSEE DETAILS

3:43:31 PM 5/31/2022

Licensee Information

Name:	**HOLM, CHASSLER (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6901**
Status:	**Current,Active**
Licensure Date:	**08/01/2016**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Electrical Inspector	**08/01/2016**

Alternate Names

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:52:59 PM 5/31/2022

Licensee Information

Name:	**WADOWSKI, SCOTT EDWARD (Primary Name)**
Main Address:	**5777 SW 60TH PL OCALA Florida 34474**
County:	**MARION**

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU2171**
Status:	**Current,Active**
Licensure Date:	**02/24/2022**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS

3:56:27 PM 5/31/2022

Licensee Information

Name:	**WADOWSKI, SCOTT EDWARD (Primary Name)**
Main Address:	**5777 SW 60TH PL OCALA Florida 34474**
County:	**MARION**

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4733**
Status:	**Current,Active**
Licensure Date:	**02/24/2022**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Electrical	**02/24/2022**

Alternate Names

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LICENSEE DETAILS

3:59:51 PM 5/31/2022

Licensee Information

Name:	**WADOWSKI, SCOTT EDWARD (Primary Name)**
Main Address:	**5777 SW 60TH PL OCALA Florida 34474**
County:	**MARION**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN8426**
Status:	**Current,Active**
Licensure Date:	**02/24/2022**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Electrical Inspector	**02/24/2022**

Alternate Names

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:10:49 PM 12/29/2021

Licensee Information

Name:	**CARBIA, HECTOR XAVIER (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3608**
Status:	**Current,Active**
Licensure Date:	**06/12/2015**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Mechanical	**06/12/2015**
Plumbing	**10/09/2018**

Alternate Names

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View License Complaint

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ONLINE SERVICES

Apply for a License

Verify a Licensee

View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

1:22:03 PM 12/29/2021

Licensee Information

Name:	**DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4133**
Status:	**Current,Active**
Licensure Date:	**08/07/2018**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Plumbing	**08/07/2018**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

1:23:06 PM 12/29/2021

Licensee Information

Name:	**DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7353**
Status:	**Current,Active**
Licensure Date:	**03/05/2018**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Plumbing	**03/05/2018**

Alternate Names

View Related License Information

View License Complaint

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ONLINE SERVICES

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Verify a Licensee

View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:11:26 PM 12/29/2021

Licensee Information

Name:	**CARBIA, HECTOR XAVIER (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6473**
Status:	**Current,Active**
Licensure Date:	**11/19/2013**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Mechanical	**11/19/2013**
Plumbing	**05/07/2017**

Alternate Names

View Related License Information

View License Complaint

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SECTION 5

REFERENCES

cap government
A Bureau Veritas Company

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

REFERENCES

RFP NO. 2023-039
ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name Marion County	Name
Contact: Michael Savage	Contact:
Address: 2710 E. Silver Springs Blvd.	Address:
Ocala, FL 34470	
Telephone: 352.438.2400	Telephone:
Email: michael.savage@marionfl.org	Email:
Name Village of Wellington	
Contact: Mr. Matt Mills, Chief Building Inspector	
Address: 12300 Forest Hill Blvd.	
Wellington, FL 33414	
Telephone: 561.753.2507	
Email: mmills@wellingtonfl.gov	

SECTION 6

COST PROPOSAL

cap government
A Bureau Veritas Company

PROPOSAL PRICING FORM
RFP NO. 2023-039 ~ ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

The following proposal(s) is submitted on behalf of: C.A.P. Government, Inc. for the requested services, in accordance with the agreements and specifications contained in RFP No. 2023-039.

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

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

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform plan review services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. • Full-Time Plan Reviewer	**BLDG, M,E, or P**	**$** 85.00 **per hour**
		1 + 2 Family	**$** 90.00 **per hour**
		Multi	**$** 90.00 **per hour**
2	• Perform plan review services. • Per Plan reviewer: In excess of 40 hours per week.		**$** 105.00 **per hour**
		1 + 2 Family	**$** 110.00 **per hour**
			$ 110.00 **per hour**
3	• Perform plan review services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • Part time plan reviewer		**$** 90.00 **per hour**
		1 + 2 Family	**$** 95.00 **per hour**
			$ 95.00 **per hour**
4	• Perform plan review services. • Pre Plan Reviewer On an needed basis • As needed Plan Review	**1 + 2 Family**	**$** 85.00 95.00 **per hour** **$** 95.00 **per hour**

Section 6:

Cost Proposal

City of Fort Pierce – RFP No. 2023-039

Annual Contract for Plan Review Services

C.A.P. Government, Inc's rates for clarification purposes.

ITEM	DESCRIPTION		HOURLY RATE	
1	• Perform plan review services.	BLDG, M,E, or P	$ 85.00	per hour
	• Per Plan Reviewer (~~Inspector~~): Approximately 8 hours per day, 37.5-40 hours per week.	1 + 2 Family	$ 90.00	per hour
	• Full-Time Plan Reviewer	Multi	$ 90.00	per hour
2	• Perform plan review services	BLDG, M,E, or P	$ 105.00	per hour
	• Per plan review: In excess of 40 hours per week	1 + 2 Family	$ 110.00	per hour
	• OVERTIME PLAN REVIEWER	Multi	$ 110.00	per hour
3	• Perform plan review services	BLDG, M,E, or P	$ 90.00	per hour
	• Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week	1 + 2 Family	$ 95.00	per hour
	• Part time plan reviewer.	Multi	$ 95.00	per hour
4	• Perform plan review services	BLDG, M,E, or P	$ 85.00	per hour
	• Pre Plan Reviewer on an as needed basis	1 + 2 Family	$ 95.00	per hour
	• As needed Plan Review	Multi	$ 95.00	per hour

SECTION 7

ADDITIONAL DATA

cap government
A Bureau Veritas Company

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that C.A.P. Government, Inc. does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

06/01/2023

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	x	
Include proof of proper licensing as stated in proposal documents.	x	
Include proof of proper insurance as stated in proposal documents.	x	
Did you include a list of all materials and equipment to be used in providing the service?	x	
Is Drug-Free Workplace form signed and enclosed?	x	
Proposal envelope is marked accordingly.	x	
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		
Disregard, if you are going to utilize the electronic submission option.		
Is each Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH PROPOSAL _____

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/15/2023

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Aon Risk Services Northeast, Inc.
NY NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 866-283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Allianz Global Risks US Insurance Co.	35300
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	Trumbull Insurance Company	27120
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables FL 33134 USA

COVERAGES **CERTIFICATE NUMBER:** 570099410160 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			USL00159323	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10 AB S41202 AOS	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $10,000			USL00163323	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER **(Mandatory in NH)** N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WNS41200 See State Policy Addendum	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Architects & Engineers Professional			USF00248023 Claims Made SIR applies per policy terms & conditions	01/01/2023	01/01/2024	Each Claim Aggrgate	$2,000,000 $4,000,000

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

The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability. City of Fort Pierce and its members, officials, officers, and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
100 North U. S. Highway 1
Fort Pierce FL 34954-1480 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570099410160

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AGENCY CUSTOMER ID: 570000048582

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	C.A.P. Government, Inc.
POLICY NUMBER	
See Certificate Numbe 570099410160	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Numbe 570099410160	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200	01/01/23-01/01/24	Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
10WNS41200	01/01/23-01/01/24	Twin City Fire Insurance Company FL,ND,OH,WA,WY
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Midwest AK,ID
10WNS41200	01/01/23-01/01/24	Hartford Casualty Insurance Company MO,WV
10WNS41200	01/01/23-01/01/24	Nutmeg Insurance Company CT,IL
10WNS41200	01/01/23-01/01/24	Hartford Fire Insurance Company NH,OR,PA
10WNS41200	01/01/23-01/01/24	Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200	01/01/23-01/01/24	Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of Illinois TX
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Southeast KS,MD
10WNS41200	01/01/23-01/01/24	Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
10WNS41200	01/01/23-01/01/24	Sentinel Insurance Company, Limited IA,NM,NV,OK
10WBRS41201	01/01/23-01/01/24	Twin City Fire Insurance Company WI
10WBRS41201	01/01/23-01/01/24	Hartford Underwriters Insurance Company MA
10WBRS41201	01/01/23-01/01/24	Hartford Fire Insurance Company PR

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FORT PIERCE, FL
THE SUNRISE CITY

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capfla.com

City Commission Meeting & Budget Hearing - 5:05 pm **12. d.**

Meeting Date: 09/05/2023

Re: Approval to Award Bid #2023-044 Annual Street Resurfacing Contract

Submitted For: Selena Griffett, Project Engineer, Engineering

---

SUBJECT:

Approval to award Bid #2023-044 Annual Street Resurfacing Contract to the lowest responsible bidder, The Paving Lady, in an amount not to exceed $4,179,259.69 over a three (3) year period.

SUMMARY:

As part of the Infrastructure Surtax commitment, each year the City pursues a contractor to perform resurfacing of various City streets.

Staff has reviewed the bids and recommends award to lowest, responsible bidder, The Paving Lady. A Bid Tabulation is attached.

This is a unit price contract and has a term of three (3) years with an option to renew for two (2) additional one (1) year periods.

The Estimated Total Value of this contract is $4,179,259.69 over a three (3) year period.

RECOMMENDATION:

Staff is recommending approval of the Award for Bid #2023-044 Annual Street Resurfacing Contract to The Paving Lady.

ALTERNATIVES:

Do not award the contract. The City can re-advertise the project or seek out other "piggy back" contracts to use to complete the work.

RESPONSIBLE STAFF:

Jack Andrews, P.E.
Selena Griffett, P.E.

COORDINATED WITH:

Purchasing Division

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 22/23

Account: 114-1111-519-6310

Amount: varies

FISCAL IMPACT:

The funds for the Annual Resurfacing Program will be encumbered from the Infrastructure Surtax Account SUR 114-1111-519-6310

Attachments

Recommendation of Award
Bid Tabulation
DRAFT Agreement
Exhibit A
Exhibit E
Exhibits B and C
Exhibit D

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/29/2023 11:20 AM
City Manager	Nick Mimms	08/30/2023 11:00 AM
Form Started By: Selena Griffett		Started On: 08/23/2023 10:07 AM
Final Approval Date: 08/30/2023		

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Gelencia Carter, Purchasing Manager

From : Selena Griffett, P.E. - Project Engineer

Thru : John R. Andrews, P.E. - City Engineer JRA

Re : Bid No. 2023-044 Annual Street Resurfacing Recommendation of Award

Date : August 7, 2023

After reviewing the tabulation of bids for Bid No. 2023-044 Annual Street Resurfacing, Engineering staff recommends the contract be awarded to Janice M. Riley Inc, DBA The Paving Lady.

This is a Continuing Services contract and costs will be approved by the Commission with each Specific Authorization.

SDG/JRA/sdg

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3782 • FAX: 772.460.6847

BID NO. 2023-

REVISED BID RESPONSE FORM

ANNUAL RESURFACING CONTRACT

LOW BID

				CWR		Paving Lady		Ranger		R&D	
ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
101-1A	Mobilization/Bonds/Permits	3	LS	$51,005.00	$153,015.00	$64,833.33	$194,499.99	$212,365.00	$637,095.00	$97,225.00	$291,675.00
102-1A	Maintenance of Traffic	3	LS	$78,825.00	$236,475.00	$18,000.00	$54,000.00	$89,400.00	$268,200.00	$50,000.00	$150,000.00
104-1A	Erosion and Sediment Control	3	LS	$5,695.00	$17,085.00	$6,600.00	$19,800.00	$6,135.00	$18,405.00	$5,775.00	$17,325.00
210-1-1	Reworking Limerock Base, 6"	700	SY	$108.15	$75,705.00	$15.00	$10,500.00	$36.30	$25,410.00	$30.00	$21,000.00
327-70-6	Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	120,000	SY	$4.60	$552,000.00	$2.60	$312,000.00	$7.00	$840,000.00	$5.60	$672,000.00
334-1-13	Superpave Asphaltic Concrete , Traffic C, Type SP-9.5	7,000	TON	$198.85	$1,391,950.00	$152.00	$1,064,000.00	$229.55	$1,606,850.00	$222.00	$1,554,000.00
520-1A	Remove/Replace Existing Curb/Curb & Gutter	4,500	LF	$121.20	$545,400.00	$50.02	$225,090.00	$94.10	$423,450.00	$50.15	$225,675.00
522-1A	Remove/Replace Existing ADA Curb Ramps (Complete)	175	EA	$1,994.00	$348,950.00	$3,111.00	$544,425.00	$5,531.00	$967,925.00	$7,700.00	$1,347,500.00
706-1-3	Raised Pavement Marker, Type B	2,200	EA	$5.30	$11,660.00	$8.85	$19,470.00	$5.50	$12,100.00	$5.85	$12,870.00
711-11-123	Thermoplastic Standard White Solid 12"	8,200	LF	$3.20	$26,240.00	$7.08	$58,056.00	$3.30	$27,060.00	$3.30	$27,060.00
711-11-125	Thermoplastic Standard White Solid 24"	3,100	LF	$7.55	$23,405.00	$9.44	$29,264.00	$7.80	$24,180.00	$6.25	$19,375.00
711-11-160	Thermoplastic Pavement Message ("SCHOOL", "ONLY", etc)	15	EA	$700.00	$10,500.00	$324.50	$4,867.50	$719.50	$10,792.50	$200.00	$3,000.00
711-11-170	Thermoplastic Pavement Arrow (Single)	15	EA	$142.15	$2,132.25	$135.70	$2,035.50	$146.30	$2,194.50	$200.00	$3,000.00
711-15-201	Thermoplastic Standard Yellow Solid 6"	80,000	LF	$1.40	$112,000.00	$1.42	$113,600.00	$1.45	$116,000.00	$1.50	$120,000.00
1000-56	Water/Sewer Facility Adjustments and FPUA Coordination	3	LS	$5,620.00	$16,860.00	$8,850.00	$26,550.00	$9,760.00	$29,280.00	$5,000.00	$15,000.00
1777-000	Traffic Calming Facilities	20	EA	$78,131.00	$1,562,620.00	$56,058.45	$1,121,169.00	$72,300.00	$1,446,000.00	$11,930.00	$238,600.00
	Sub-Total				$5,085,997.25		$3,799,326.99		$6,454,942.00		$4,718,080.00
	10% Construction Contingency				$508,599.73		$379,932.70		$645,494.20		$471,808.00
	TOTAL FINAL BID				$5,594,596.98		$4,179,259.69		$7,100,436.20		$5,189,888.00
					#3		#1		#4		#2

DRAFT Agreement

FOR
ANNUAL STREET RESURFACING

CITY OF FORT PIERCE BID NO. 2023-044

Prepared by:

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AGREEMENT

THIS AGREEMENT (hereinafter the 'Agreement' or "Contract") entered into this _____ day of _____, 2023 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and _____ _____a _____ corporation, with its principal address at _____ _____ (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS the CITY wishes to contract for the project identified as **ANNUAL STREET RESURFACING, BID NO. 2023-, Fort Pierce, Florida**, and

WHEREAS the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional, timely manner, and

WHEREAS the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS the CITY's Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

The term of this Contract shall begin on the date of the last signature by the City of Fort Pierce and remain in effect for three (3) years. This contract, with the written consent of both parties, is renewable in annual increments for a period not to exceed two (2) one- (1) year terms. The City Manager is authorized to renew this Contract subject to the satisfactory performance, vendor acceptance, and the determination that renewal of this Contract is in the best interest of the City.

Annual renewal provisions will allow for price adjustments based on the FDOT pricing indices for materials.

In order to accomplish the work described under this Contract, Task Work Orders shall be issued. The specific scope of services to be provided by the CONTRACTOR shall be defined in each individual TASK WORK ORDER prepared and approved by the CITY.

This Contract includes milling existing pavement, pavement/base repair, asphalt leveling, asphalt surfacing installation, striping and pavement markings, raised pavement markers,

ADA curb ramp updates, curb and gutter repair or replacement, any necessary utility adjustments, and Traffic Calming facilities. The length of street resurfacing totals approximately 43,000 linear feet.

Streets that are candidates for resurfacing include but are not limited to:

STREET	FROM	TO	LF	WIDTH
23rd Street	Georgia Avenue	Canal Terrace	4137	22
24th Street	Georgia Avenue	Canal Terrace	3990	22
26th Street	Orange Avenue	Moore's Creek	1363	22
27th Street	Orange Avenue	Moore's Creek	1375	22
28th Street	Orange Avenue	Moore's Creek	1333	20
Avenue B	33rd Street (Angle Road)	27th Street	2300	21
Avenue B	27th Street	25th Street	650	21
Boston Avenue	25th Street	13th Street	4100	22
Rhode Island Avenue	30th Street	25th Street	1620	22
6th Street	Delaware Avenue	Orange Avenue	1339	45
Citrus Avenue	7th Street	US 1	957	36
16th Court	Avenue I	Avenue M	1331	15
17th Circle	17th Street	17th Street	1231	32
18th Court	Orange Avenue	Avenue C	1185	26
30th Street	Stanton Avenue	Virginia Avenue	1850	20
31st Street	Okeechobee Road	Nebraska Avenue	315	20
32nd Street	Delaware Avenue	Moore's Creek	2275	22
Avenue E	29th Street	25th Street	1350	25
Avenue F	29th Street	25th Street	1275	24
Avenue G	27th Street	25th Street	610	23
Avenue L	14th Street	13th Street	315	10
Backus Avenue	7th Street	US 1	600	40
Beach Court	10th Street	Wendell Road	700	20
Cedar Place	2nd Street	Indian River Drive	425	18
Citrus Avenue	33rd Street	29th Street	1340	22
Edgewood Terrace	16th Street	14th Street	650	20
Florida Avenue	17th Street	13th Street	1300	24
Means Court	Avenue H	Nobles Terrace	275	20
Parkway Drive	3rd Street	US 1	310	28
Pennsylvania Avenue	11th Street	Sunrise Boulevard	505	24
Quincy Avenue	Oleander Avenue	8th Street	325	22
Quincy Avenue	25th Street	23rd Street	900	22
Tennessee Avenue	West End	25th Street	465	26
Wisteria Avenue	Hills Court	East End	650	20
		TOTAL	**43,345**	

Additional documents include:

1. Exhibit “A” - Invitation to Bid No. 2023-

2. Exhibit “B” - Instructions to Bidders
3. Exhibit “C” - Technical Specifications
4. Exhibit “D” – Bid Forms
5. Exhibit “E” - General Conditions

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the “Contract” or “Contract Documents”). Change Orders issued hereafter, Construction Change Directives, a Direction for a Minor Modification in the Work issued by the City, and any other amendments executed by the CITY and the CONTRACTOR shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit “E”, “General Conditions” conflict with contract terms the contract terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Contract and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Contract, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the Project;

2(B) The CONTRACTOR has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the CITY and the CONTRACTOR agree as follows:

3(A) This Contract (along with its exhibits), together with the Contractor’s and Surety’s performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided

by the CONTRACTOR for the Contract Price;

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR;

3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

3(E) Wherever this Contract calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question;

3(F) The words "include", "includes', or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";

3(G) The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract;

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or City Engineer or his designee. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

(1) As between this document and the plans or specifications, this document shall govern.

(2) In the case of any conflict, discrepancy, or inconsistency among any of the other Contract documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4
CONTRACTOR'S PERFORMANCE

The CONTRACTOR shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in the Task Work Order Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit "A" and the Scope of Work, all as may be amended from time to time;

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s);

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project;

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, change orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) This Contract is an Annual Services Contract with a Contract Term of three (3) years with an option to renew for up to two (2) – one (1) year periods. A Task Work Order will be created for each Annual Street Resurfacing project. The CONTRACTOR shall commence the performance of a Task Work Order on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Task Work Order. There will be no monetary early completion incentive;

5(B) The CONTRACTOR shall pay the CITY the sum of **$1,694.00** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Contract. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not

required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages;

5(C) The term “Substantial Completion”, as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Contract such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;

5(D) All limitations of time set forth herein are material and are of the essence of this Contract;

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY, City Engineer or his designee, so as to plan its work in coordinated sequence with the work of the CITY and of others and so as to be able to expeditiously undertake and perform its work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work hereunder, other than for excusable delays, as set forth in (F) below, for which CONTRACTOR may be granted a reasonable extension of time;

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR’s control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the contract time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth below.

If the CONTRACTOR is delayed, obstructed, hindered or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this contract (excluding profit, extended home office overhead, incidental or consequential damages or disruption damages) and the Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed 45 days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this article by giving written notice to the City Engineer, with a copy to the City Representative, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance or interruption by the CITY. No

adjustment shall be made for any delay, obstruction, hindrance or interruption after final payment under this contract or to the extent that performance would have been so delayed, obstructed, hindered or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. The direct costs described above shall be limited to those direct costs attributable solely to this project, and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the progress of the Work or the overall project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the contractor's primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only (as set forth above), may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective work, shall not under any circumstances be construed as delays, hindrances or interference compensable further than as described herein.

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Plans and Specifications, identified as Bid No. 2023- , Annual Street Resurfacing, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Plans and Specifications, for the sum not to exceed:**

$ _____

Written Amount

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire contract amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (refer to specifications for additional information). The CONTRACTOR shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY;

6(C) The CITY shall pay the contract amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a payment request for the period ending the last calendar day of the previous month (the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) of that part of the contract amount allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the City Engineer), less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR (copies of paid invoices must be submitted to the City Engineer with payment request). Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the work at the project site or elsewhere to determine whether the quantity and

quality of the work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Contract, subject to approval by the CITY. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein below.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers or others having lien or claim rights, wherein said subcontractors, material, men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said work rests with CONTRACTOR until substantial completion of contracted project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

(1) The quality of a portion, or all, of the CONTRACTOR's work not being in requirements of this Contract;

(2) The quantity of the CONTRACTOR's work not being as represented in the CONTRACTOR's Payment Request, or otherwise;

(3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be inexcusably delayed;

(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault;

(6) Loss caused by the CONTRACTOR;

(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this **Subarticle**, the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will so notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the contract amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete work, correcting, and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective or nonconforming work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in

writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment.

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 5(B) above.

6(I) The CITY shall, subject to its rights set forth in this Subarticle, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Contract, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all;

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this contract.

7(B) The CONTRACTOR is responsible for obtaining ALL permits and paying all fees required of the CONTRACTOR by this Contract or permits and fees customarily the responsibility of the CONTRACTOR. The contractor shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City Legal or Building Inspection Departments.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the contract documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this article shall be in addition to the CITY's ability to remove portions of the Work from this Contract and complete it separately.

ARTICLE 9
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the

CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs work knowing or believing, or if through exercise of reasonable diligence, they should have known that such work involves an error, inconsistency or omission in the Contract without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such work and shall correct same bearing the costs set forth in Article 3(H) above;

9(B) All work shall strictly conform to the requirements of this Contract. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents;

9(C) The work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed;

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty;

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the work;

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION

If at any time the City Engineer or his designee reasonably determines that any employee of the contractor is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, who shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the work prior to submittal of the first application for payment. The CITY Engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the Technical Specifications which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Contract.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Contract. The CONTRACTOR shall not do any work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract and shall not relieve the CONTRACTOR of responsibility for deviations from the Contract unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meets the requirements of the Contract, or will do so, including field measurements, materials, and field construction criteria related thereto.

The City Engineer shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the work. Upon substantial completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may

complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Contract, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue and supervise all safety programs and precautions in the performance of the terms of this Contract. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work, or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the City Engineer and the CONTRACTOR. In the case of work stopped hereunder, Article 6 shall apply to claims for delay, hindrance, or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

10.1 CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10.2 CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10.3 CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 5 hereof;

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within

thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition;

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation;

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the contract amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

12(A) Prior to execution of this Contract, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein below.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of

this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

One or more changes to the work within the general scope of this Contract may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 5 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the contract amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.

b. The price breakdown

   (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and

   (b) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.

d. The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the contract amount resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties

and (c) the CONTRACTOR's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known;

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to; such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved workmen, employer contributions towards company standard benefits, pensions, unemployment, or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and

equipment costs.

The allowance for Overhead, Profit, and Supervision shall be limited to the following schedule:

1. For the CONTRACTOR, for any work performed by the CONTRACTOR's own forces, 15% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any work performed by his Subcontractor, 5% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for work performed by his Sub-subcontractor(s), 5% of the amount due the Sub-subcontractor.

For Change Orders the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost
+CONTRACTOR's Direct Labor Costs
+CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing Contained in this Article shall be deemed to contradict or limit the terms of Article 5(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the City Engineer, such work shall be uncovered and displayed for review by the City Engineer and/or its consultants upon request, and shall be reworked at no cost in time or money to the CITY;

14(B) if any of the work is covered, concealed or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or its consultants. If the uncovered work conforms strictly to this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such work shall be done by the CITY; otherwise, such costs shall be borne by the CONTRACTOR;

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections and other expenses incurred as a result thereof;

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer;

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same;

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred, and paid, of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 14(E) above);

(2) preserving and protecting work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon;

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's completion date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle (C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Contract in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(l) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR, an amount derived in accordance with Subarticle (3) below;

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder;

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the

CITY shall pay the CONTRACTOR the following amounts:

(c) Contract costs for labor, materials, equipment and other services accepted under this Contract;

(d) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(e) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

In such case, the CONTRACTOR shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to the CITY of completing the work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease - Each Employee

17(A)(3) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation"

CITY and its members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

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

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

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

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and

maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Such insurance shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the CITY or CITY's members, officials, officers or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Contract.

17(A)(8) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

17(A)(9) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by The A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

:

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19

PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by him in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Florida Drug-free Workplace Act, P.S. 287.087.22

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

CITY:	**CONTRACTOR:**
John R. Andrews, P.E., City Engineer	_____
City of Fort Pierce	_____
P.O. Box 1480	_____
Fort Pierce, FL 34954-1480	_____
Phone: 772-467-3773	Phone: _____
Fax: 772-460-6847	Fax: _____

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

_____
Print name

_____
Signature

_____
Print name

_____
Signature

CONTRACTOR:

_____
By:

Title:_____

Federal Tax ID No._____

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, Interim City Attorney

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, 772-467-3102	**Bid No: 2023-**
Pre-Bid Conference Date: **N/A**	**Bid Title: ANNUAL STREET RESURFACING**
Pre-Bid Conference Location: **N/A**	**Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time: **3:00 PM, THURSDAY, JUNE 9, 2022**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Bidder Name: _____ **Mailing Address:** _____ _____	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X**_____ **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation** _____ **Partnership** _____ **Proprietorship** _____	**Title:**
Incorporated in the State of: **Year:**	**Delivery in _____days, After Receipt Order**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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PDF ATTACHMENTS

A	2023 STREET RESURFACING PLANS

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

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

2. DELAYS

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

3. EXECUTION OF BID

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

4. NO BID

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

5. BID OPENING

Shall be public, at the address, date, and time specified on the Bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be

responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: www.cityoffortpierce.com and Demandstar www.demandstar.com

6. TAXES

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

7. DISCOUNTS

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

8. MISTAKES

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

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

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet Section 218.735 Florida Statutes and the following conditions to be considered as a valid payment request:

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

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient

salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

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

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

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

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 14. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said

addendum to proposers who receive bid packages from other sources.

It is the City's intent to award an Annual Services Contract for the work described in these Bid Documents. The term of the Contract shall begin on the date of the last signature by the City of Fort Pierce and remain in effect for three (3) years with potential for renewal of up to two (2) additional one (1) year periods.

13. ADDENDUM

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

14. DISPUTES

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

15. CONFLICT OF INTEREST

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

16. LEGAL REQUIREMENTS

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

17. DRUG-FREE WORK PLACE (DFW)

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

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

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

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $35,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

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

21. EEO STATEMENT

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

22. CONTRACTUAL AGREEMENT

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

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments

occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

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

25. ADVERTISING

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

26. ASSIGNMENT

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

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

28. FACILITIES

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

29. REPRESENTATION

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

30. DISQUALIFICATION OF BIDDER

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause

for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders Bids in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

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

33. PUBLIC RECORDS

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

34. BID PREPARATION COSTS

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

35. COOPERATIVE PURCHASING

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

36. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

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

SECTION II

INSURANCE REQUIREMENTS

Please refer to "SAMPLE" Contract, Section IV, Article 17, for insurance requirements.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

City of Fort Pierce
Attn: Purchasing Division
100 North U.S. Highway 1
Fort Pierce, FL 34950

2. Additional Insured for General Liability

City and the City's board members, officials, officers, agents, and employees City of Fort Pierce

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce is requesting bids from qualified contractors for the city's **ANNUAL STREET RESURFACING PROGRAM**. Work may include but not be limited to, milling existing pavement, pavement/base repair, asphalt leveling, asphalt surfacing installation, striping and pavement markings, raised pavement markers, ADA curb ramp updates, cub and gutter repair or replacement, any necessary utility adjustments, and Traffic Calming facilities. The length of street resurfacing totals approximately 43,000 linear feet over three years time.

Streets that are candidates for resurfacing include but are not limited to:

STREET	FROM	TO	LF	WIDTH
23rd Street	Georgia Avenue	Canal Terrace	4137	22
24th Street	Georgia Avenue	Canal Terrace	3990	22
26th Street	Orange Avenue	Moore's Creek	1363	22
27th Street	Orange Avenue	Moore's Creek	1375	22
28th Street	Orange Avenue	Moore's Creek	1333	20
Avenue B	33rd Street (Angle Road)	27th Street	2300	21
Avenue B	27th Street	25th Street	650	21
Boston Avenue	25th Street	13th Street	4100	22
Rhode Island Avenue	30th Street	25th Street	1620	22
6th Street	Delaware Avenue	Orange Avenue	1339	45
Citrus Avenue	7th Street	US 1	957	36
16th Court	Avenue I	Avenue M	1331	15
17th Circle	17th Street	17th Street	1231	32
18th Court	Orange Avenue	Avenue C	1185	26
30th Street	Stanton Avenue	Virginia Avenue	1850	20
31st Street	Okeechobee Road	Nebraska Avenue	315	20
32nd Street	Delaware Avenue	Moore's Creek	2275	22
Avenue E	29th Street	25th Street	1350	25
Avenue F	29th Street	25th Street	1275	24
Avenue G	27th Street	25th Street	610	23
Avenue L	14th Street	13th Street	315	10
Backus Avenue	7th Street	US 1	600	40
Beach Court	10th Street	Wendell Road	700	20
Cedar Place	2nd Street	Indian River Drive	425	18
Citrus Avenue	33rd Street	29th Street	1340	22
Edgewood Terrace	16th Street	14th Street	650	20
Florida Avenue	17th Street	13th Street	1300	24
Means Court	Avenue H	Nobles Terrace	275	20
Parkway Drive	3rd Street	US 1	310	28

Pennsylvania Avenue	11th Street	Sunrise Boulevard	505	24
Quincy Avenue	Oleander Avenue	8th Street	325	22
Quincy Avenue	25th Street	23rd Street	900	22
Tennessee Avenue	West End	25th Street	465	26
Wisteria Avenue	Hills Court	East End	650	20
		TOTAL	**43,345**	

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Thursday, June 9 , 2022**. Hard copies: Two (2) copies of sealed bids (one [1] original and one [1] copy on flash drive), Electronic submission

3. DELIVERY OF BIDS

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

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

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

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

Any bids received after the designated time and date listed above will be returned unopened.

4. PRE-BID CONFERENCE

A **Non-Mandatory Pre-Proposal Conference will be held, Thursday, May 26, 2022, at 10:00 A.M.,** in the Commission Chambers, 1st Floor, City Hall, 100 North U.S. 1, Fort Pierce, FL. All interested bidders may attend this meeting.

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to procurement_dl@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

5. SUMBITTAL REQUIREMENTS

It is not necessary to return every page of this document with your bid response; return only the pages that require signatures or information requested below:

- Completed Invitation to Bid Cover Page
- Completed W-9 Form
- Bidder's Checklist
- Completed Bid Response Form(s) (Exhibit D, Section 16)
- Exhibit D – Sections 1,2, 9-20

- Business Tax Receipt, (See item numbered 8, below)
- Proof of Insurance (See item numbered 7 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

6. INQUIRIES/QUESTIONS

All inquiries will be in a written format and addressed to the Project Engineer with a copy to the Purchasing Manager:

TO
Selena Griffett, P.E.
Project Engineer
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 460-6847
Email: sgriffett@cityoffortpierce.com

COPY
Gelencia Carter, M.P.A.
Purchasing Manager
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 467-3848
Email: procurement_dl@cityoffortpierce.com

All inquiries must be received no later than, **5:00 PM, Tuesday, May 31, 2022.**

7. CERTIFICATE INSURANCE AND BOND REQUIREMENTS

INSURANCE CERTIFICATE

Contractor shall procure, at its own expense, insurance according to insurance requirements listed in **Section IV, Sample Contract, Article 17**. The insurance shall become effective prior to the commencement of work by the contractor and shall be maintained in force until completion of job.

BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount. **See Section IV, Sample Contract, Article 18,** of these specifications.

8. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal.

9. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

10. LEGAL REQUIREMENTS

Bidders are required to have a valid State of Florida license with a minimum classification of "Underground Utility and Excavation Contractor" associated with the company/firm

SECTION IV

"SAMPLE" CONTRACT

FOR
ANNUAL STREET RESURFACING

CITY OF FORT PIERCE BID NO. 2023-

Prepared by:

The City of Fort Pierce Department of Engineering
John R. Andrews, P.E., City Engineer
100 North U.S. Hwy. 1
Ft. Pierce, FL 34950
(772) 467-3774

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AGREEMENT

THIS AGREEMENT (hereinafter the 'Agreement' or "Contract") entered into this _____ day of _____, 2023 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and _____ _____a _____ corporation, with its principal address at _____ _____ (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS the CITY wishes to contract for the project identified as **ANNUAL STREET RESURFACING, BID NO. 2023-, Fort Pierce, Florida**, and

WHEREAS the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional, timely manner, and

WHEREAS the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS the CITY's Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

The term of this Contract shall begin on the date of the last signature by the City of Fort Pierce and remain in effect for three (3) years. This contract, with the written consent of both parties, is renewable in annual increments for a period not to exceed two (2) one- (1) year terms. The City Manager is authorized to renew this Contract subject to the satisfactory performance, vendor acceptance, and the determination that renewal of this Contract is in the best interest of the City.

Annual renewal provisions will allow for price adjustments based on the FDOT pricing indices for materials.

In order to accomplish the work described under this Contract, Task Work Orders shall be issued. The specific scope of services to be provided by the CONTRACTOR shall be defined in each individual TASK WORK ORDER prepared and approved by the CITY.

This Contract includes milling existing pavement, pavement/base repair, asphalt leveling, asphalt surfacing installation, striping and pavement markings, raised pavement markers, ADA curb ramp updates, curb and gutter repair or replacement, any necessary utility adjustments, and Traffic Calming facilities. The length of street resurfacing totals approximately 43,000 linear feet.

Streets that are candidates for resurfacing include but are not limited to:

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6th Street	Delaware Avenue	Orange Avenue	1339	45
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Quincy Avenue	Oleander Avenue	8th Street	325	22
Quincy Avenue	25th Street	23rd Street	900	22
Tennessee Avenue	West End	25th Street	465	26
Wisteria Avenue	Hills Court	East End	650	20

TOTAL	43,345

Additional documents include:

1. Exhibit “A” - Invitation to Bid No. 2023-
2. Exhibit “B” - Instructions to Bidders
3. Exhibit “C” - Technical Specifications
4. Exhibit “D” – Bid Forms
5. Exhibit “E” - General Conditions

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the “Contract” or “Contract Documents”). Change Orders issued hereafter, Construction Change Directives, a Direction for a Minor Modification in the Work issued by the City, and any other amendments executed by the CITY and the CONTRACTOR shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit “E”, “General Conditions” conflict with contract terms the contract terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Contract and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Contract, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the Project;

2(B) The CONTRACTOR has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the CITY and the CONTRACTOR agree as follows:

3(A) This Contract (along with its exhibits), together with the Contractor’s and Surety’s performance and payment bonds for the Project constitute the entire and

exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Price;

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR;

3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

3(E) Wherever this Contract calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question;

3(F) The words "include", "includes', or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";

3(G) The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract;

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or City Engineer or his designee. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such

performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

(1) As between this document and the plans or specifications, this document shall govern.

(2) In the case of any conflict, discrepancy, or inconsistency among any of the other Contract documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4
CONTRACTOR'S PERFORMANCE

The CONTRACTOR shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in the Task Work Order Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit "A" and the Scope of Work, all as may be amended from time to time;

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s);

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project;

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, change orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) This Contract is an Annual Services Contract with a Contract Term of three (3) years with an option to renew for up to two (2) – one (1) year periods. A Task Work Order will be created for each Annual Street Resurfacing project. The CONTRACTOR shall commence the performance of a Task Work Order on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to

and until Completion of the Task Work Order. There will be no monetary early completion incentive;

5(B) The CONTRACTOR shall pay the CITY the sum of **$1,694.00** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Contract. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages;

5(C) The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Contract such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;

5(D) All limitations of time set forth herein are material and are of the essence of this Contract;

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY, City Engineer or his designee, so as to plan its work in coordinated sequence with the work of the CITY and of others and so as to be able to expeditiously undertake and perform its work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work hereunder, other than for excusable delays, as set forth in (F) below, for which CONTRACTOR may be granted a reasonable extension of time;

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the contract time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements

set forth below.

If the CONTRACTOR is delayed, obstructed, hindered or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this contract (excluding profit, extended home office overhead, incidental or consequential damages or disruption damages) and the Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed 45 days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this article by giving written notice to the City Engineer, with a copy to the City Representative, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance or interruption after final payment under this contract or to the extent that performance would have been so delayed, obstructed, hindered or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. The direct costs described above shall be limited to those direct costs attributable solely to this project, and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the progress of the Work or the overall project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the contractor's primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only (as set forth above), may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective work, shall not under any circumstances be construed as delays, hindrances or interference compensable further than as described herein.

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Plans and Specifications, identified as Bid No. 2023- , Annual Street Resurfacing, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Plans and Specifications, for the sum not to exceed:**

$ _____

Written Amount

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire contract amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (refer to specifications for additional information). The CONTRACTOR shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY;

6(C) The CITY shall pay the contract amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a payment request for the period ending the last calendar day of the previous month (the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) of that part of the contract amount allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the City Engineer), less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR (copies of paid invoices must be submitted to the City Engineer with payment request). Risk of loss shall

be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the work at the project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Contract, subject to approval by the CITY. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein below.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers or others having lien or claim rights, wherein said subcontractors, material, men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said work rests with CONTRACTOR until substantial completion of contracted project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to

cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

(1) The quality of a portion, or all, of the CONTRACTOR's work not being in requirements of this Contract;

(2) The quantity of the CONTRACTOR's work not being as represented in the CONTRACTOR's Payment Request, or otherwise;

(3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be inexcusably delayed;

(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault;

(6) Loss caused by the CONTRACTOR;

(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this **Subarticle**, the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will so notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the contract amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete work, correcting, and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective or nonconforming work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment.

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 5(B) above.

6(I) The CITY shall, subject to its rights set forth in this Subarticle, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Contract, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such

material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all;

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this contract.

7(B) The CONTRACTOR is responsible for obtaining ALL permits and paying all fees required of the CONTRACTOR by this Contract or permits and fees customarily the responsibility of the CONTRACTOR. The contractor shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City Legal or Building Inspection Departments.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the contract documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually

attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this article shall be in addition to the CITY's ability to remove portions of the Work from this Contract and complete it separately.

ARTICLE 9
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs work knowing or believing, or if through exercise of reasonable diligence, they should have known that such work involves an error, inconsistency or omission in the Contract without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such work and shall correct same bearing the costs set forth in Article 3(H) above;

9(B) All work shall strictly conform to the requirements of this Contract. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents;

9(C) The work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed;

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty;

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the work;

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION

If at any time the City Engineer or his designee reasonably determines that any employee of the contractor is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, who shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the work prior to submittal of the first application for payment. The CITY Engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the Technical Specifications which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Contract.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings

and other submittals. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Contract. The CONTRACTOR shall not do any work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract and shall not relieve the CONTRACTOR of responsibility for deviations from the Contract unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meets the requirements of the Contract, or will do so, including field measurements, materials, and field construction criteria related thereto.

The City Engineer shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the work. Upon substantial completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Contract, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue and supervise all safety programs and precautions in the performance of the terms of this Contract. The CONTRACTOR

shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work, or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the City Engineer and the CONTRACTOR. In the case of work stopped hereunder, Article 6 shall apply to claims for delay, hindrance, or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

10.1 CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10.2 CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10.3 CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 5 hereof;

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition;

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation;

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the contract amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

12(A) Prior to execution of this Contract, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein below.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

One or more changes to the work within the general scope of this Contract may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change

Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 5 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the contract amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.

b. The price breakdown

   (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and

   (b) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.

d. The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the contract amount resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the CONTRACTOR's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known;

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to; such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved workmen, employer contributions towards company standard benefits, pensions, unemployment, or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead, Profit, and Supervision shall be limited to the following schedule:

1. For the CONTRACTOR, for any work performed by the CONTRACTOR's own forces, 15% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any work performed by his

Subcontractor, 5% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for work performed by his Sub-subcontractor(s), 5% of the amount due the Sub-subcontractor.

For Change Orders the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost
+CONTRACTOR's Direct Labor Costs
+CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing Contained in this Article shall be deemed to contradict or limit the terms of Article 5(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the City Engineer, such work shall be uncovered and displayed for review by the City Engineer and/or its consultants upon request, and shall be reworked at no cost in time or money to the CITY;

14(B) if any of the work is covered, concealed or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or its consultants. If the uncovered work conforms strictly to this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such work shall be done by the CITY; otherwise, such costs shall be borne by the CONTRACTOR;

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections and other expenses incurred as a result thereof;

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated

to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer;

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same;

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred, and paid, of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 14(E) above);

(2) preserving and protecting work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon;

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with

any of the requirements of this Agreement, and the Agreement's completion date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle (C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Contract in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(l) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR, an amount derived in accordance with Subarticle (3) below;

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder;

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

(c) Contract costs for labor, materials, equipment and other services accepted under this Contract;

(d) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(e) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

In such case, the CONTRACTOR shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to the CITY of completing the work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the CONTRACTOR is terminated by the CITY for

cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease - Each Employee

17(A)(3) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation"

CITY and its members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

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

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

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

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Such insurance shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay

on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the CITY or CITY's members, officials, officers or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Contract.

17(A)(8) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

17(A)(9) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a

Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by The A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

:

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by him in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Florida Drug-free Workplace Act, P.S. 287.087.22

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the

award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

CITY:	**CONTRACTOR:**
John R. Andrews, P.E., City Engineer	_____
City of Fort Pierce	_____
P.O. Box 1480	_____
Fort Pierce, FL 34954-1480	_____
Phone: 772-467-3773	Phone: _____
Fax: 772-460-6847	Fax: _____

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

_____

_____
Print name

_____
Signature

_____
Print name

_____
Signature

CONTRACTOR:

_____

_____
By:

Title:_____

Federal Tax ID No._____

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE

_____
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____
Tanya Earley, City Attorney

SECTION V

FORMS

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	_____	_____
Is Bid Response Form completed, signed and attached?	_____	_____
W-9 Form completed, signed and attached?	_____	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	_____	_____
Include proof of proper licensing as stated in bid documents.	_____	_____
Include proof of proper insurance as stated in bid documents.	_____	_____
Bid envelope is marked accordingly.	_____	_____
Is Drug-Free Workplace form signed and enclosed?	_____	_____
Are two (2) complete bid packages included (one original and one electronic copy (PDF) on a USB Flash Drive)	_____	_____
Is each Bid Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH BID_____

GENERAL CONDITIONS
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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer pursuant to Paragraph 2.3, or (4) a written order for a minor change in the Work for each project issued by the City Engineer pursuant to Paragraph 12.1.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the City Engineer of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE
The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work

directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The City of Fort Pierce: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer.

1.1.29 ENGINEERING INSPECTOR

The authorized representative of the City Engineer who is assigned to the site inspection or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work; Small cuts or containers of materials; Complete units of repetitively-used materials; Swatches showing color, texture, and pattern; Color range sets; or Units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word 'approved,' 'reviewed,' 'acceptable,' 'satisfactory,' 'directed,' 'required,' 'permitted,' 'ordered,' 'designated,' 'prescribed,' or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words 'as shown' or 'as indicated' or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word 'provide' is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word 'Product' is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term 'Project Manual' as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be

performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer or designee will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The City Engineer or designee will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The City Engineer or designee shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City Engineer or designee may perform his functions under the Contract Documents.

2.3 The City Engineer will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the City Engineer for such interpretations.

SECTION 3 - CITY

3.1 DEFINITION

3.1.1 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Contract Drawings will be furnished to the Contractor in PDF format.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Sections 8, 14, 15, and 16 of these General Conditions.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, then the City shall have the right to carry out the Work in accordance with Sections 8, 14, 15, and 16 of these General Conditions.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Section 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the City Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Section13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the City Engineer with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the City Engineer by transmittal letter with Contractor’s signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to City Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as City Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable City Engineer to review the information as required.

4.12.2 Contractor shall also submit to City Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's

responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give City Engineer specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to City Engineer for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the City Engineer and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by City Engineer on previous submittals.

4.12.6 City Engineer's review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called City Engineer's attention to each such variation at the time of submission as required by Subparagraph 4.12.4 and City Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by City Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.4.

4.12.7 Where a shop drawing or sample is required by the Specifications, any related Work performed prior to City Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the City Engineer.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to City Engineer.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per Article 10 of the Agreement.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall comply with Article 12 of the Agreement.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors’ reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the City Engineer shall determine to be just.

SECTION 7

MISCELLANEOUS PROVISIONS

7.1 ”Omitted”

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Agreement.

7.5 PERFORMANCE AND PAYMENT BOND

7.5.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Subparagraph 7.5.1, Contractor shall within five days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the City, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City Engineer timely notice of its readiness so the City Engineer may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Paragraph 7.7.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the City Engineer.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the City Engineer when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the City Engineer, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer in accordance with Article 5 of the Agreement. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be

allowed on account of failure to furnish such interpretations until 15 days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

SECTION 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project’s Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 10 days before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least 10 days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and City Engineer an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety-five (95%) percent of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer will, within 10 days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the City Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a representation by the City, based on the City Engineer's observations at the site as provided in Paragraph 2.2 and the data comprising the Application for Payment

that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City Engineer has approved the complete Application for Payment, the City shall make payment within 15 days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to City Engineer receiving Partial Releases of Liens applicable to previous payments received by Contractor**.

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer may decline to approve payment and may withhold it in whole or in part, to the extent necessary to reasonably protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the City Engineer is unable to make representations to the City as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the City Engineer cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied;

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice;

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer may request Partial Releases of Liens prior to payment;

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

5. Damage to the City or other contractor;

6. Reasonable evidence that the Work will not be completed within the Contract Time, or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the City Engineer does not approve Application for Payment, through no fault of the Contractor, within 14 days after receipt of the Contractor's Application for Payment, then the Contractor may, upon 7 additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable

costs of shut- down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The City Engineer's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Paragraph 9.8 have been fulfilled and the Contractor has met the requirements of Section 26 Contract Closeout.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub-subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers;
2. Faulty or defective Work appearing after Substantial Completion;
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the City Engineer and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Article 17 of the Agreement) to any property referred to in Subparagraphs 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Subparagraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or City Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Section 4 of these General Conditions.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the City Engineer.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 CITY ENGINEER'S STATUS

10.4.1 Without limiting the generality of Paragraphs 2.2 and 2.3, the City Engineer will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE
(SEE CONTRACT DOCUMENTS - ARTICLE 17)

SECTION 12
CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.
12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By unit prices stated in the Contract Documents or subsequently agreed upon;

3. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within 20 days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City Engineer written notice thereof in accordance with Article 11 of the Agreement after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the

amount of the adjustment in the Contract Sum, it shall be determined by the City Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Paragraph 2.3, (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The City Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13
UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City Engineer or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the City Engineer has not specifically requested or required to observe prior to being covered, the City Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6 of these General Conditions, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the City Engineer as defective or as failing to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting

such rejected Work, including compensation for the City Engineer or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City Engineer, the City may remove it and replace the materials or equipment at the expense of the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order

will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14
TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of 30 days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of 30 days by the Contractor because the City Engineer has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon 7 additional days' written notice to the City Engineer, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the City Engineer that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, 7 days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the City Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the City Engineer, upon application, in the manner provided in

Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15
UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the City Engineer, the Contractor shall be able to overcome them.

SECTION 16
ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular 8 hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17
BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the City Engineer any conflict, error or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from City Engineer before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer for failure to report any conflict, error or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within 10 days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City Engineer for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The City Engineer may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than 20 days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as City Engineer directs, to attend the conference.

SECTION 18
PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

> Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19
MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and

all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Unit Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the City Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20
ESTIMATED QUANTITIES

20.1 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices

for approvals of progress payments for the Work done. Actual quantities which will be ordered by City may vary from those on the Bid Form(s).

20.2 The Contractor's attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

20.3 All quantities, for the submittal of payments, shall be measured and tabulated by both the City Engineer, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer whatever assistance is required, laborers, clerks and records that will enable the City Engineer to expeditiously check all estimates and especially the final quantities of the project.

SECTION 21
COORDINATION

21.1 Contractor shall (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, (2) coordinate completion and clean-up of Work of separate sections of specifications in preparation for Substantial Completion, and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22
FIELD ENGINEERING

Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to City Engineer, to locate and protect survey control and reference points, control datum for survey that is shown on the Exhibit Drawings, and provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

SECTION 23
“DELETED”

SECTION 24
PRECONSTRUCTION CONFERENCE

24.1 City Engineer will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.)

24.3 Agenda:

1. Execution of City-Contractor Agreement;
2. Submission of executed bonds and insurance certificates;
3. Distribution of Contract Documents;
4. Submission of list of Subcontractors, and progress schedule;
5. Designation of personnel representing the parties in Contract, and the City Engineer;
6. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7. Scheduling;
8. Scheduling activities of Testing Laboratory.

SECTION 25
PROGRESS MEETINGS

25.1 City Engineer or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within 3 days to participants and those affected by decisions made.

25.2 Agenda:

1. Review minutes of previous meetings;
2. Review of Work progress;
3. Field observations, problems, and decisions;
4. Identification of problems which impede planned progress;
5. Review of submittals schedule and status of submittals;
6. Review of off-site fabrication and delivery schedules;
7. Maintenance of progress schedule;
8. Corrective measures to regain projected schedules;
9. Planned progress during succeeding work period;
10. Coordinate of projected progress;
11. Maintenance of quality and work standards;
12. Effect of proposed changes on progress schedule and coordination;
13. Other business relating to Work.

SECTION 26
CONTRACT CLOSEOUT

26.1 DESCRIPTION
Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Engineer the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all

design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:

5. Any changes or verifications get marked.
6. Mark out all "proposed" or "constructs."
7. Draw in all changes to location of pipe, structures, etc.
8. Draw in a detail box of any substantial changes.
9. Mark location and footage of all culverts.
10. Mark all elevations for grates and pipe inverts.
11. Mark all grades and spot elevations of roadways at 100 feet spacing or less.
12. Canal cross-sections at 500 feet spacing.

The Contractor shall submit four sets of signed and sealed Record Drawing prints, and one electronic As-Built Drawings CD’s supplied in digital format (AutoCAD) and one electronic As-Built Drawings in PDF format..

END OF SECTION

SECTION VI

ANNUAL STREET RESURFACING

FOR

BID NO. 2023-

Prepared by:

The City of Ft. Pierce Department of Engineering
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Ft. Pierce, FL 34950
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SECTION 1 - DEFINED TERMS

1.1 Terms used in these "INSTRUCTIONS TO BIDDERS" which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SECTION 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be obtained in the manner defined in the Call for Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

SECTION 3 - QUALIFICATIONS OF BIDDERS

3.1 Each Bid must contain evidence that the Bidder is prequalified with the Department of Transportation in order to bid for this project along with evidence of the Bidder's qualifications to do business in the State of Florida. To demonstrate qualifications to perform the Work, each Bidder must submit to City, together with the Bid, information including but not limited to financial data, capability to obtain Payment and Performance Bonds and previous experience on similar projects, including references and evidence of authority to conduct business in the jurisdiction where the Project is located. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after discovering any conflicts, errors, ambiguities or inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or

Consultant in preparing the Drawings and Specifications. Such reports are available for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

4.3 If a log of test borings showing a record of the data is obtained by the investigation of subsurface conditions by the City, or their consultants, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City, or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article. Discrepancies must be reported prior to the Pre-Bid Conference.

4.4 Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional investigations, examinations, explorations and tests and obtain any additional information which pertains to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 City will provide each Bidder reasonable access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall restore site to condition existing prior to conducting said investigations and tests.

4.6 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor with proper authorization copied to the CITY.

4.7 The submission of the Bid shall be an indication that the Bidder has considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service.

SECTION 5 - INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City Engineer. Bidders are required to advise the City Engineer of any conflicts in the Contract Documents or any discrepancies between conditions noted at the

project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

SECTION 6 - BID SECURITY

6.1 Bid Security shall be made payable to City, in an amount of 10 percent of the Bidders maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on the prescribed form attached issued by a Surety.

6.2 The Bid Security of the Lowest and Best Bidder shall be retained until such Bidder has executed the Agreement, furnished the required Contract Security, the Insurance Certificates and Endorsements, and complied with the State of Florida requirements; if the Lowest and Best Bidder fails to execute and deliver the Agreement or furnish the Contract Security within ten (10) days of the receipt of Agreement, City may annul the Notice of Award and the Bid Security of that Bidder may be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first day after the Bid opening. Bid Security of other Bidders may be returned within seven days of the Bid opening.

SECTION 7 - CONTRACT TIME

7.1 The time of completion is of the essence of the Contract, and the Bidder awarded the Contract shall proceed with the Work in accordance with the Contract time period specified in the Notice to Proceed for each project. In the event of failure to complete the Work within the time specified, the City may assess damages and/or impose penalties as provided by law or the Contract Documents, unless an appropriate extension of time has been granted by the City.

SECTION 8 - LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, and a description of the services, materials, or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

SECTION 11 - BID FORM

11.1 The Bid Form(s) is included in the Contract Documents.

11.2 Bid Forms must be completed in ink or typewritten. **Bid prices shall be provided for all items listed. All partial bid proposals shall be rejected.**

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnership must be executed in the partnership name and signed by an authorized partner, whose title must appear under the signature.

11.5 All names and titles must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address, email, and phone number to which communications regarding the Bid are to be directed must be shown.

SECTION 12 - SUBMISSION OF BIDS

12.1 Submit bids on Bid Forms supplied herein. Bids shall be submitted at the time and place indicated in the CALL FOR BIDS and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security.

If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12.2 Bids received after the time and date specified in the CALL FOR BIDS shall not be considered and will be returned unopened.

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a bid will not prejudice the rights of Bidder to file a new Bid

SECTION 14 - OPENING OF BIDS

14.1 At the specified time and place as indicated in the CALL FOR BIDS, Bids shall be opened publicly and read aloud.

14.2 An abstract of the amounts of the base bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that may be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. <u>It shall be the Bidder's responsibility to determine if a different quantity of any item is required and to bring the same to the attention of the City Engineer, or Consultant prior to submittal of the Bid.</u>

14.4 Notwithstanding any other provision contained in the Contract Documents, the City reserves the right to reject any and all bids, or portions thereof, and waive any and all irregularities, and the right to disregard any or all nonconforming, unbalanced, or conditional bids or counter proposals. The City may reject, as non-responsive, any or all

bids where bidders fail to acknowledge receipt of addenda as prescribed. If the City elects not to reject a bid which fails to acknowledge receipt of any addendum, the bid shall be construed as though the addendum has been received and acknowledged by the Bidder.

14.5 The bids supplied shall be a Unit Price Bid. Unit Price bids for the work items shall be based on estimated quantities for the purpose of determining the best and Lowest and Best Bidder and unit prices as shown in the Bid Form (see Paragraph 14.3 above). In the event that work in addition to estimated quantities is required, compensation to the Contractor shall be based on the unit prices indicated in the Bid Form. For basis of award, discrepancies between the total Bid and the sum of columns of figures shall be resolved in favor of the total Bid. Contractor shall be responsible for the accuracy of the arithmetic of the bid, in particular with the addition of the columns to match the total Bid. City has the right to accept the total Bid whether it is less or more than any additions of any columns or extensions, and prorate the unit prices to match the total Bid amount. Contractor shall lose his bid deposit if contract award is not accepted by such Contractor.

SECTION 15 - BIDS TO REMAIN OPEN

15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15.2 Extensions of time when bids shall remain opened beyond the sixty-day period may be made only by mutual agreement between the City, the Lowest and Best Bidder, and the Surety, if any, for the Lowest and Best Bidder.

SECTION 16 - AWARD OF CONTRACT

16.1 Award shall be based on products, equipment and materials named in the Contract Documents.

16.2 In evaluating Bids, City shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.

16.3 In evaluating Bids, City shall consider the information provided by the Bidder as described in these INSTRUCTIONS TO BIDDERS.

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

16.5 The City shall require the Lowest and Best Bidder to submit a certified statement describing his organization, plant, manpower and financial resources, and list all previous and/or ongoing construction contracts over the last 5 years, regardless of amount or completion status. Information shall be submitted on the Associated General Contractors

of America Form "Standard Questionnaires and Financial Statement for Bidders", available from AGC, 1957 "E" Street, N.W., Washington, D.C., 20006, or other form acceptable to City. The information shall be certified by a Certified Public Accountant for bids over $25,000 and shall be submitted to the City prior to Contract Award. The City, at its discretion, may require any or all of the above listed information from any other Bidder.

16.6 City may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form and Section 10 of these Instructions.

16.7 City may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

16.8 City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

16.9 **City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.**

16.10 If the Contract is to be awarded, it will be awarded to the Lowest and Best responsible Bidder on the basis of the total Bid amount, qualifications, experience and ability to perform the work. City reserves the right to reject all bids or portions thereof.

SECTION 17 - BONDS AND INSURANCE

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to City, it shall be accompanied by the required Bonds, Insurance Certificates, and Endorsements on forms prescribed by City. The City must receive with Successful Bidder executed Agreement copies of all insurance policies for the insurance requirements set forth in the General and Special Supplemental Conditions. Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds must file with such Bonds a certified copy of their power-of-attorney to sign the Bonds.

SECTION 18 - SIGNING OF AGREEMENT

18.1 When City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days of receipt thereafter, Successful Bidder shall sign and deliver at least two (2) counterparts of the Agreement to City, together with the documents described in Section 17 above attached. Within ten (10) days after receipt of the properly executed and completed submittal, City will deliver a fully signed counterpart to Successful Bidder.

18.2 Failure by a Successful Bidder to whom the contract is awarded to execute the Agreement, or to correctly complete or furnish required Bonds or insurance certificates and endorsements, shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

18.3 If Successful Bidder is a Corporation, the Agreement shall be signed by the President, attested by the Secretary and have the Corporate Seal affixed. The executed Agreement shall be accompanied by a Certificate of Good Standing dated within 30 days and an Incumbency Certificate, under oath, executed by Legal Counsel or the Secretary of the Corporation, and the Corporate Seal if by the Secretary.

18.4 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or correctly complete or furnish the required Bonds, insurance certificates and endorsements within the time period specified in Article 10, Section 18.1 above or fails to comply with submittal requirements specified in Article 20 shall be liable to the City for all damages resulting there from, including reasonable attorneys' fees and costs, and attorneys' fees and costs on appeal. The Bid Security forfeited shall not be a limitation thereon.

SECTION 19 - SCHEDULE OF SUBMITTALS

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

SECTION 20 - SPECIAL WARRANTY, GUARANTEE, BOND, INSURANCE, MAINTENANCE, AND CORRECTION PERIOD REQUIREMENTS

20.1 There may be special requirements pertaining to Warranty, Guarantee, Bonds, Insurance, Maintenance, and the Correction Period which are described in the Contract Documents. Bidders shall review these special requirements, if applicable, and reflect in their bids all costs associated therewith.

SECTION 21 – MATERIALS

21.1 Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained.

21.2 State produced materials are now allowed.

21.3 State/Local Owned/Furnished/Designated materials may be utilized if it is in the public interest and approved by the CITY.

END OF SECTION

TECHNICAL SPECIFICATIONS:

The governing specifications for this project are the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and FDOT FY 2023-2024 Standard Plans. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

101-1A Mobilization/Bonds/Permits:

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall also be included in this Section.

The basis of payment for **Mobilization/Bonds/Permits** shall be bid as a LUMP SUM for each Work Authorization and paid proportionate with the contract time.

102-1A Maintenance of Traffic:

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) of the Standard Plans and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance, and removal. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, dust control, and all other items necessary to protect the public and workmen from hazards within the project limits. CONTRACTOR shall coordinate any type of traffic restrictions with the City of Fort Pierce Engineering Department.

The CONTRACTOR shall notify the appropriate agencies of any road restrictions at least two (2) weeks prior to actual implementation. The CONTRACTOR shall provide access to driveways at all times.

The basis of payment for **Maintenance of Traffic** shall be bid as a LUMP SUM for each Work Authorization and paid proportionate with the contract time.

104-1A Erosion and Sediment Control:

The CONTRACTOR shall be required to provide Erosion and Sediment Control in accordance with Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and Index 102 of the FDOT Standard Plans for this project. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items necessary to obtain all NPDES permits and to place the Sediment Barrier as indicated on the plans. All costs for removal of the Sediment Barrier shall also be included in the bid item. Sediment Barrier includes, but is not limited to, synthetic bales,

silt fence, and other similar materials shown in the manual. Refer to the manual for examples of appropriate and inappropriate use of materials. The CONTRACTOR must maintain the sediment barrier, by removing sediment, throughout the installed life of the product. Also included in this item is any maintenance or replacement of the Sediment Barrier for the duration of the project. The CONTRACTOR will be responsible for the periodic replacement of the Sediment Barrier as necessary to meet NPDES discharge requirements at no additional costs to the CITY.

The CONTRACTOR is responsible for providing an NPDES Permit and subsequent reports associated with the permit. No separate payment is made for maintaining the barrier.

The basis of payment for **Erosion and Sediment Control** shall be paid as a LUMP SUM for each Work Authorization and paid proportionate with the contract time.

210-1-1 Reworking Limerock Base, 6":

The bid price for this item will include, but not be limited to the requirements of Section 210 of the Standard Specifications to rework the existing rock base, by adding new limerock material as required by the plans or as directed by the Engineer.

The basis of payment for **Reworking Limerock Base, 6"** shall be paid per SQUARE YARD for each Work Authorization.

327-70-6 Milling Existing Asphalt Pavement, 1 ½" Avg Depth:

The bid price for this item will include, but not be limited to the requirements of Section 327 of the Standard Specifications. The work consists of removing existing asphalt pavement to improve the rideability of the existing pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement. Includes transporting the milled material offsite. Also includes removal of existing Raised Pavement Markers.

The basis of payment for **Milling Existing Asphalt Pavement 1 ½ " Avg Depth** shall be paid per SQUARE YARD for each Work Authorization.

334-1-13 Superpave Asphaltic Concrete, Traffic C, Type SP-9.5:

The bid price for this item will include, but not be limited to the requirements of Section 334 of the Standard Specifications . The work consists of placing Superpave asphalt mixture within the limits of milling. .

The basis of payment for **Superpave Asphaltic Concrete, Traffic C, Type SP-9.5** shall be paid per SQUARE YARD for each Work Authorization.

520-1A Remove/Replace Existing Curb/Curb & Gutter:

The bid price for this item will include, but not be limited to the requirements of Section 520 of the Standard Specifications . The work consists of removing existing damaged curb or curb and gutter and installing new curb or curb and gutter at the direction of the Engineer.. .

The basis of payment for **Remove/Replace Existing Curb/Curb & Gutter** shall be paid per LINEAR FEET for each Work Authorization.

522-1A Remove/Replace Existing ADA Curb Ramps (Complete):

The bid price for this item will include, but not be limited to the requirements of Section 522 of the Standard Specifications and the standards and requirements of the Americans with

Disabilities Act . The work consists of removing existing ADA curb ramps and replacing with curb ramps in accordance with Index 522-002 of the Standard Plans... .

The basis of payment for **Remove/Replace Existing ADA Curb Ramps (Complete)** shall be paid per EACH for each Work Authorization.

706-1-3 Raised Pavement Marker, Type B:

The bid price for this item will include, but not be limited to the requirements of Section 706 of the Standards, Index 706-001 of the Standard Plans and the standards and requirements of the MUTCD The work consists of all materials, labor, and equipment required to install Raised Pavement Markers .

The basis of payment for **Raised Pavement Marker, Type B** shall be paid per EACH for each Work Authorization.

711-11-123 Thermoplastic Standard White Solid 12":

The bid price for this item will include, but not be limited to the requirements of Section 711 of the Standards, Index 711 of the Standard Plans and the standards and requirements of the MUTCD The work consists of all materials, labor, and equipment required to install Thermoplastic Standards White Solid 12" Markings. .

The basis of payment for **Thermoplastic Standard White Solid 12"** shall be paid per LINEAR FEET for each Work Authorization.

711-11-125 Thermoplastic Standard White Solid 24":

The bid price for this item will include, but not be limited to the requirements of Section 711 of the Standards, Index 711 of the Standard Plans and the standards and requirements of the MUTCD The work consists of all materials, labor, and equipment required to install Thermoplastic Standards White Solid 24" Markings. .

The basis of payment for **Thermoplastic Standard White Solid 24"** shall be paid per LINEAR FEET for each Work Authorization.

711-11-160 Thermoplastic Pavement Message ("SCHOOL", "ONLY", etc):

The bid price for this item will include, but not be limited to the requirements of Section 711 of the Standards, Index 711 of the Standard Plans and the standards and requirements of the MUTCD The work consists of all materials, labor, and equipment required to install Thermoplastic Pavement Messages.. .

The basis of payment for **Thermoplastic Pavement Message ("SCHOOL", "ONLY", etc):** shall be paid per EACH for each Work Authorization.

711-11-170 Thermoplastic Pavement Arrow (Single):

The bid price for this item will include, but not be limited to the requirements of Section 711 of the Standards, Index 711 of the Standard Plans and the standards and requirements of the MUTCD The work consists of all materials, labor, and equipment required to install Thermoplastic Pavement Arrows.. .

The basis of payment for **Thermoplastic Pavement Arrow (Single):** shall be paid per EACH for each Work Authorization.

711-15-201 Thermoplastic Standard Yellow Solid 6":

The bid price for this item will include, but not be limited to the requirements of Section 711 of the Standards, Index 711 of the Standard Plans and the standards and requirements of the MUTCD The work consists of all materials, labor, and equipment required to install Thermoplastic Standards White Solid 6" Markings. .

The basis of payment for **Thermoplastic Standard Yellow Solid 6"** shall be paid per LINEAR FEET for each Work Authorization.

1000-56 Water/Sewer Facility Adjustments and FPUA Coordination

The bid price for this item will include, but not be limited to the coordination with Fort Pierce Utility Authority for the adjustment of water and sewer facility adjustments.

The basis of payment for **Water/Sewer Facility Adjustments and FPUA Coordination** shall be paid per LUMP SUM for each Work Authorization.

1777-000 Traffic Calming Facilities

The bid price for this item will include, but not be limited to the installation of traffic calming facilities on City roadways. In most instances the City installs Speed Tables in an effort to reduce speeding on local and residential roadways. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items necessary to install speed tables on City roadways as directed by the Engineer, per the City Standard Detail for Speed Tables.

The basis of payment for **Traffic Calming Facilities** shall be paid per each Speed Table installed.

END OF SECTION

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BID NO. 2023-
BID RESPONSE FORM
ANNUAL RESURFACING CONTRACT

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
101-1A	Mobilization/Bonds/Permits	3	LS		
102-1A	Maintenance of Traffic	3	LS		
104-1A	Erosion and Sediment Control	3	LS		
210-1-1	Reworking Limerock Base, 6"	700	SY		
327-70-6	Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	30,000	SY		
334-1-13	Superpave Asphaltic Concrete , Traffic C, Type SP-9.5	3,500	TON		
520-1A	Remove/Replace Existing Curb/Curb & Gutter	450	LF		
522-1A	Remove/Replace Existing ADA Curb Ramps (Complete)	100	EA		
706-1-3	Raised Pavement Marker, Type B	2,200	EA		
711-11-123	Thermoplastic Standard White Solid 12"	8,200	LF		
711-11-125	Thermoplastic Standard White Solid 24"	3,100	LF		
711-11-160	Thermoplastic Pavement Message ("SCHOOL", "ONLY", etc)	15	EA		
711-11-170	Thermoplastic Pavement Arrow (Single)	15	EA		
711-15-201	Thermoplastic Standard Yellow Solid 6"	15,000	LF		
1000-56	Water/Sewer Facility Adjustments and FPUA Coordination	3	LS		
1777-000	Traffic Calming Facilities	20	EA		
				Sub-Total	
				10% Construction Contingency	
				TOTAL FINAL BID	

OPTION FOR SUBMITTING THIS FORM

The Bid Response Form is available in Excel Format. To access the form, open Excel Attachment from the website, perform "file save as" and save spreadsheet to your computer. Fill in pricing, preferably electronically. Include the Bid Response Form, in excel format (not pdf), on a USB drive with the rest of your submittal documents.

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

ANNUAL STREET RESURFACING

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____ (Zip Code)

PHONE NUMBER: _____

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents; that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the

Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 50% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form.

Work to be Done	**Name of Subcontractor**	**Address**

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run

as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS _____
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.
The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors

2. Payment Bond

3. Performance Bond

4. Agreement

5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: _____
(Type or Print)

By: _____

Name: _____

Title: _____

Dated: _____, 2023

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

_____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____, as Surety,
are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated _____ 2023, for the _____ _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the City of Fort Pierce certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with City of Fort Pierce requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

_____

PRINCIPAL

_____

By:

(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

_____

By:

_____
(Signature)

Name: _____

Title: _____

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

PERFROMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the __ day of ____, 2023, a copy of which is hereto attached and made a part hereof, **to furnish and install improvements identified as Annual Street Resurfacing, Bid No. 2023** (Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise, it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)
counterparts, each of which shall be deemed an original, this ____ day of _____, 2023.

ATTEST: _____

Principal

_____ By _____
(Principal) Secretary

Name _____ Name _____
(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____
Witness as to Principal

ATTEST:

_____
Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

EXHIBIT "D"
SECTION 004

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _, 2023, (Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **to furnish and install Annual Street Resurfacing, Bid No. 2023-.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in ___ (Number) counterparts, each of which shall be deemed an original, this ___ day of _, 2023.

ATTEST: _____

Principal

_____ By _____

(Principal) Secretary

Name _____ Name _____

(Type) (Type)

Title _____

(Corporate Seal)

(Address)

_____
Witness as to Principal

_____
Witness as to Principal

ATTEST:

Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety

_____ _____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: **Annual Street Resurfacing**
Bid No. 2023-

Date of Bid Opening: 3:00 PM, Thursday, June 9, 2022

Award Amount: **Not to Exceed $**

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

Mailing Address: **Delivery Address:**
Purchasing Manager Purchasing Manager
CITY OF FORT PIERCE CITY OF FORT PIERCE
100 North U.S. #1 100 North U.S. #1
Fort Pierce, FL 34950 Fort Pierce, FL 34950

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

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER: **BY:**_____
Gelencia Carter, Purchasing Manager

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950 **Date:**_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR: **BY:**_____

_____ _____
(Title)

Date:_____

END OF SECTION

NOTICE TO PROCEED

Date: _____

To: _____

Bid Proposal: **Annual Street Resurfacing**
Bid No. 2023-

Date of Bid Opening: **3:00 PM, Thursday, June 9, 2022**

Award Amount: **Not to Exceed $**

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

Mailing Address: Delivery Address:
Director of Procurement Director of Procurement
CITY OF FORT PIERCE CITY OF FORT PIERCE
100 North U.S. #1 100 North U.S. #1
Fort Pierce, FL 34950 Fort Pierce, FL 34950

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

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER:

BY:

_____

Gelencia Carter, Purchasing Manager

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950

Date:_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:

BY:_____

_____

_____
(Title)

DATE: _____

END OF SECTION

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **Annual Street Resurfacing**
Bid No. 2023-

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

Current CONTRACT AMOUNT ADJUSTED
by Previous CHANGE ORDER(S) $ _____

Net (Increase) (Decrease) of CONTRACT
AMOUNT resulting from this CHANGE
ORDER $ _____

Current CONTRACT AMOUNT Including
this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED
by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting
from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE
including this CHANGE ORDER _____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY: ACCEPTED BY:

_____ Contractor: _____

By:_____ By:_____
Signature Signature

Name:_____

Date:_____ Date:_____

APPROVED BY: City of Ft. Pierce By:_____
Signature & Title

Date:_____

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____
Attorney

_____
Date

END OF SECTION

BIDDER'S QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion).

7. General character of work performed by you.

8 Have you ever failed to complete any work awarded to you? If so, where, and why?

9. Have you ever defaulted on a contract? If so, where, and why?

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.

11. List your major equipment available for this contract.

12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)

13. Background and experience of the principal members of your company, including the officers.

14. Give bank reference.

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at _____this _____ day of _____, 2023.

Contractor:

_____

By_____

_____

(Name & Title)

County of _____
State of _____

_____, being duly sworn, deposes and says that he is ___ of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of _____, 2023

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

PUBLIC ENTITY AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No.2023-- for **Annual Street Resurfacing**

2. This sworn statement is submitted by _____
_____(name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is_____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity
(please print name of individual signing)
named above is _____.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or

applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2023.

NOTARY PUBLIC SEAL:

My commission expires:_____

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: _____, 2023

Official Address
(Including Zip Code): By:_____

_____ _____
(Title)

_____

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2023-

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   _____ Dollars _____ (Written)

   _____

   (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: _____
(Company-Contractor)
By:_____ (President's Signature)
_____ (President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida on the_____ day of _____, 2023.

Notary Public:_____(affix seal) My Commission Expires:___

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

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

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

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

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

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

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

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

_____
Proposer's Signature

_____
Date

END OF SECTION

BID NO. 2023-
BID RESPONSE FORM
ANNUAL RESURFACING CONTRACT

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
101-1A	Mobilization/Bonds/Permits	3	LS		
102-1A	Maintenance of Traffic	3	LS		
104-1A	Erosion and Sediment Control	3	LS		
210-1-1	Reworking Limerock Base, 6"	700	SY		
327-70-6	Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	30,000	SY		
334-1-13	Superpave Asphaltic Concrete , Traffic C, Type SP-9.5	3,500	TON		
520-1A	Remove/Replace Existing Curb/Curb & Gutter	450	LF		
522-1A	Remove/Replace Existing ADA Curb Ramps (Complete)	100	EA		
706-1-3	Raised Pavement Marker, Type B	2,200	EA		
711-11-123	Thermoplastic Standard White Solid 12"	8,200	LF		
711-11-125	Thermoplastic Standard White Solid 24"	3,100	LF		
711-11-160	Thermoplastic Pavement Message ("SCHOOL", "ONLY", etc)	15	EA		
711-11-170	Thermoplastic Pavement Arrow (Single)	15	EA		
711-15-201	Thermoplastic Standard Yellow Solid 6"	15,000	LF		
1000-56	Water/Sewer Facility Adjustments and FPUA Coordination	3	LS		
				Sub-Total	
				10% Construction Contingency	
				TOTAL FINAL BID	

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2023-

PROJECT: ANNUAL STREET RESURFACING

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm:_____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By:_____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (**ATTACH COPY)**

County License # _____ (**ATTACH COPY**)

City License: (**ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: ANNUAL STREET RESURFACING

Bid No.: 2023-

Project Description:

Work may include but not be limited to, milling existing pavement, pavement/base repair, asphalt leveling, asphalt surfacing installation, striping and pavement markings, raised pavement markers, ADA curb ramp updates, and necessary utility adjustments. This is an annual service contract with an initial term of three (3) years with potential for renewal of up to two (2) additional one (1) year periods.

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467-3102	**Bid No: 2023-044**
Pre-Bid Conference Date: **N/A**	**Bid Title:** **ANNUAL STREET RESURFACING**
Pre-Bid Conference Location: **N/A**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, THURSDAY, JULY 27, 2023**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Janice M. Riley Inc. D.B.A. The Paving Lady **Mailing Address:** 1000 W Industrial Ave	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X Mauro Comuzzi **Authorized Signature (Manual)**
City, State, Zip Code: Boynton Beach FL 33426	**Typed or Printed Name:** Mauro Comuzzi
Type of Entity (Select one): **Corporation** X **Partnership** ____ **Proprietorship** ____	**Title:** President
Incorporated in the State of: Florida **Year:** 1985	**Delivery in** ____ **days, After Receipt Order**
Phone Number: 561-572-2600	**Payment Terms: Net 30 Days**
Fax Number: 561-572-2601	**FEIN or SS Number:** 65-0303696
E-Mail Address: Estimating@pavinglady.com	**Local Business:** ___Y X N **MWBE:** ___Y X N
Bid Security is attached, when required, in the amount of $ 417,925.97 10% **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	x	
Is Bid Response Form completed, signed and attached?	x	
W-9 Form completed, signed and attached?	x	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	x	
Include proof of proper licensing as stated in bid documents.	x	
Include proof of proper insurance as stated in bid documents.	x	
Bid envelope is marked accordingly.	x	
Is Drug-Free Workplace form signed and enclosed?	x	
Are two (2) complete bid packages included (one original and one electronic copy (PDF) on a USB Flash Drive)	x	
Is each Bid Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH BID _____

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

JANICE M RILEY INC

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

THE PAVING LADY

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1000 W. INDUSTRIAL AVE

6 City, state, and ZIP code

BOYNTON BEACH, FL 33426

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

6	5	–	0	3	0	3	6	9	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ Marie Riley | **Date** ▶ 1/18/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

COMUZZI, MAURO

THE PAVING LADY
1000 WEST INDUSTRIAL AVE
BOYNTON BEACH FL 33426

LICENSE NUMBER: CGC1524317

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2023

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

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

PRODUCER	**CONTACT NAME:**
Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	**PHONE (A/C, No, Ext):** (954) 776-2222 **FAX (A/C, No):** (954) 776-4446 **E-MAIL ADDRESS:** 053.certs@bbrown.com
INSURED Janice M. Riley, Inc dba The Paving Lady Asfalto, Inc. 1000 West Industrial Avenue Boynton Beach FL 33426	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Brierfield Insurance Company — 10993 **INSURER B:** FCCI Insurance Company — 10178 **INSURER C:** National Trust Insurance Company — 20141 **INSURER D:** Federal Insurance Company — 20281 **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 23/24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GL10005588804	03/28/2023	03/28/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA10005588903	03/28/2023	03/28/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB10005588703	03/28/2023	03/28/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC010006805603	03/28/2023	03/28/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Equipment Floater			45469868	03/28/2023	03/28/2024	Leased & Rented	200,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Janice M Riley Inc. D.B.A The Paving Lady
(Type or Print)

By: _____

Name: Mauro Comuzzi

Title: President

Dated: 7/26/23, 2023

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: MAURO COMUZZI

Title: President

Witnesses: _____
(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

Florida CGC1524317 8/31/2024

END OF SECTION

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

ANNUAL STREET RESURFACING

NAME OF BIDDER: Janice M. Riley Inc D.B.A. The Paving Lady

MAILING ADDRESS: 1000 W Industrial Ave Boynton Beach FL 33426

STREET ADDRESS: 1000 W industrial Ave Boynton Beach FL 33426 (Zip Code)

PHONE NUMBER: 561-572-2600

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 7/21/23	No. _____	Dated _____
No. 2	Dated 7/25/23	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if

the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents; that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 50% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form.

Work to be Done	Name of Subcontractor	Address
Striping	Southwide Industries	4357 Okeechobee Rd ste C4 West palm beach
Milling	C & R milling	1 N Krome Ave, Homestead, FL 33030
Stamped Asphalt	Paveway Systems	114 Indian Lakes Lane Florahome, FL

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract

Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS
Bidder's Bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.
The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, JANICE M. RILEY INC d/b/a THE PAVING LADY ----------, as Principal, and United States Fire Insurance Company, as Surety,
are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Amount Bid Dollars ($----------10%----------), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated July 27 2023, for the ANNUAL STREET RESURFACING PROGRAM [Bid No: 2023-044]

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the City of Fort Pierce certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with City of Fort Pierce requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 27 day of July, 2023, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

PRINCIPAL

JANICE M. RILEY INC d/b/a THE PAVING LADY

By: _____
(Signature)

Name: Mauro Comuzzi

Title: President

ATTEST (if corporation)

By: Mauro Comuzzi
(Signature)

Name: MAURO COMUZZI

Title: President
(Corporate Seal)

SURETY

United States Fire Insurance Company

By: _____
(Signature)

Name: James Murphy

Title: Attorney-In-Fact

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety: United States Fire Insurance Company

Mailing Address: 305 Madison Avenue
Morristown, New Jersey 07960

Street Address: 305 Madison Avenue
Morristown, New Jersey 07960

Name and Mailing and Street: Brown & Brown, Inc.

Address of Agent or: 1201 W Cypress RD, STE 130
FT. Lauderdale, FL 33309

Representative in Florida

(if different than above): SAME

Telephone Number of Surety: 973.490.6600

and Agent or Representative: 954.776.2222

in Florida: ----------

END OF SECTION

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

24178429923

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

Michael A. Holmes, James Murphy, Layne Holmes

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

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

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

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

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

A. R. S

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins (Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 27 day of July 20 23.

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

PERFROMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the __ day of ____, 2023, a copy of which is hereto attached and made a part hereof, **to furnish and install improvements identified as Annual Street Resurfacing, Bid No. 2023 (**Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise, it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)
counterparts, each of which shall be deemed an original, this ____ day of _____, 2023.

ATTEST:

Principal

_____
(Principal) Secretary

By _____

_____
(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

Title _____

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

_____
(Address)

(Corporate Seal)

_____
Witness as to Surety

_____

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _, 2023, (Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **to furnish and install Annual Street Resurfacing, Bid No. 2023-044.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this _____ day of _____, 2023.

ATTEST:

_____
(Principal) Secretary

Name _____
(Type)

(Corporate Seal)

_____
Principal

By _____

Name _____
(Type)

Title _____

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

_____
(Address)

(Corporate Seal)

_____
Witness as to Surety

_____

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: **Annual Street Resurfacing**
Bid No. 2023-044

Date of Bid Opening: **3:00 PM, Thursday, July 27, 2023**

Award Amount: **Not to Exceed $** _____

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

Mailing Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

Delivery Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

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

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER:

BY:_____
Gelencia Carter, Purchasing Manager

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950

Date:_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:

BY:_____

_____ _____
(Title)

Date:_____

END OF SECTION

NOTICE TO PROCEED

Date:_____

To: _____

Bid Proposal: **Annual Street Resurfacing**
Bid No. 2023-044

Date of Bid Opening: **3:00 PM, Thursday, July 27, 2023**

Award Amount: **Not to Exceed $**

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

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3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

Mailing Address:
Director of Procurement
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

Delivery Address:
Director of Procurement
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

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

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER:

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950

BY:_____
Gelencia Carter, Purchasing Manager

Date:_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:

_____

BY:_____

_____
(Title)

DATE: _____

END OF SECTION

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **Annual Street Resurfacing**
Bid No. 2023-044

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT	$ _____
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)	$ _____
Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER	$ _____
Current CONTRACT AMOUNT Including this CHANGE ORDER	$ _____
ORIGINAL CONTRACT TIME	_____ Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER	_____ Calendar Days
Net (Increase) (Decrease) Resulting from this CHANGE ORDER	_____ Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	_____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

Date:_____

By:_____
Signature & Title

END OF SECTION

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

BIDDER'S QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. *Please see attached Continuation sheet*
2. Permanent Main Office address.
3. When organized?
4. If a corporation, where incorporated?
5. How many years have you been engaged in construction under this present firm or trade name?
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by you.
8 Have you ever failed to complete any work awarded to you? If so, where, and why?
9. Have you ever defaulted on a contract? If so, where, and why?
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.
11. List your major equipment available for this contract.
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)
13. Background and experience of the principal members of your company, including the officers.
14. Give bank reference.
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

BIDDERS QUESTIONNAIRE
Continuation Sheet

1 Janice M Riley Inc. dba The Paving Lady.
2 1000 W Industrial Ave, Boynton Beach Fl 33426
3 1985
4 State of Florida
5 32 years
6 SEE Attached Schedule
7 Milling. Paving, Sealcoat, Patching and Striping
8 NO
9 NO
10 Lotus PAving- $750,000 March 2023 - Anthony Lofurno 954-868-4735
City of Lake Worth Multiple Roads June 2023- $514,000 Michael Pierce 561-586-1720
City of Aventura Multiple Roads - $925,000 Dec 2023 - Joe Kroll 561-670-1610
11 (1) Roadtec RP 190 Paver
(1) Roadtec Rp 175 Paver
(1) Roadtec RP 170 Paver
(2) Weiler P385-B Pavers
10 Ton Cat Steel Drum Roller
10 Ton Cat Robber Tire Roller
(2) 5-7 Ton Cat Steel Drum Rollers
(7) Bobcat Skid Steers
(3) Kennworth T880 Dump Truck
(1) Etnyre Tack Distributor
12 The Paving Lady currently has annual asphalt paving contracts with the City of Aventura, City of Lake Worth, and Margate. We have performed milling, paving, concrete, striping, sealcoating for all of these municipalities over the l;ast several years. The Paving Lady has also completed paving projects for developers including but not limited to GL Homes, Minto Homes, DR Horton, K Hovanian, Centerline Capital Advisors and Lennar.
13 **Mauro Comuzzi** - President - Certified General Contractor - Dade County Engineering Contractor License, BS Construction Management Degree. 30 years construction experience.
Andrew Laurella - 30 years paving experience in all positions.
Ken Carpenter - 42 years paving experience in all positions.
Mike Donati - 30 yearspaving experience in all positions.
John Provenzano - 15 years experience in construction trades.
14 Valley Bank - Allan Wier 561-379-3352
15 Yes
16

WORK ON HAND JULY 27, 2023

JOB NAME	CONTRACT PRICE	COMPLETED TO DATE	BALANCE to Bill
THE RESERVE AT JENSEN BEACH	$ 256,158.93	$ 138,728.63	$ 117,430.30
HERITAGE VILLAGE OF PALM BEACH LAKES	$ 259,885.00	$ 279,433.33	$ (19,548.33)
CROSSINGS OF WESTLAKE	$ 112,053.60	$ 53,808.48	$ 58,245.12
WELLINGTON REGIONAL MEDICIAL CENTER	$ 146,967.77	$ -	$ 146,967.77
ATLIS BLUE LAKE AT LAKE WORTH	$ 396,447.85	$ 162,922.08	$ 233,525.77
OSPREY PRESERVE	$ 109,020.01	$ 76,177.69	$ 32,842.32
ORCHARDS OF WESTLAKE PHASE 2	$ 217,800.00	$ 107,248.00	$ 110,552.00
FEDEX BUILDING	$ 11,604.00	$ 3,277.00	$ 8,327.00
MIZNER TRAIL	$ 526,371.29	$ 123,651.04	$ 402,720.25
CYPRESS CREEK	$ 105,311.87	$ 19,302.61	$ 86,009.26
BUDS CHICKEN	$ 6,900.00	$ 3,700.00	$ 3,200.00
1289 S DIXIE HWY	$ 8,485.00	$ 4,242.50	$ 4,242.50
LENNAR AT RANCHETTE LAKE	$ 11,007.12	$ 10,485.87	$ 521.25
RANCHETTE LAKE-GRASS LAKE	$ 72,143.84	$ 71,622.59	$ 521.25
WASTE MGMT	$ 6,500.00	$ 3,250.00	$ 3,250.00
FEDEX BUILDING SEALCOAT	$ 35,925.00	$ 12,926.31	$ 22,998.69
VERANDA ESTATES PHASE I	$ 212,895.90	$ 106,447.95	$ 106,447.95
VERANDA GARDENS EAST PHASE 4	$ 122,117.06	$ 51,449.46	$ 70,667.60
4616 S DIXIE HWY	$ 24,600.00	$ 16,400.00	$ 8,200.00
3088 45TH ST	$ 22,105.00	$ 5,101.50	$ 17,003.50
THE GRIFFON	$ 582,399.25	$ 370,823.30	$ 211,575.95
SEAWALK AT JENSEN BEACH	$ 103,979.37	$ 87,283.99	$ 16,695.38
VERANO POD G PLAT 2	$ 241,619.50	$ 166,558.82	$ 75,060.68
THE LUCIE AT TRADITION	$ 424,089.45	$ 224,184.82	$ 199,904.63
THE PORTA BELLA YACHT & TENNIS CLUB	$ 371,227.00	$ 208,441.66	$ 162,785.34
BARCLAY ARMS	$ 17,810.00	$ 5,936.66	$ 11,873.34
BOATMAN HAMMOCK	$ 50,523.82	$ 24,582.92	$ 25,940.90
WELLINGTON GREEN MASTER POA, INC	$ 122,210.00	$ 87,820.00	$ 34,390.00
6199 N FEDERAL HWY	$ 56,500.00	$ 18,833.33	$ 37,666.67
GRAND LAKES PHASE I HOA	$ 69,225.00	$ 15,050.00	$ 54,175.00
45 NE 21ST AVE	$ 57,865.00	$ 38,576.66	$ 19,288.34
REGAL SHORES SEALCOAT	$ 38,575.00	$ 35,946.66	$ 2,628.34
CROSSROADS COMMERCE PARK	$ 348,994.54	$ 53,109.95	$ 295,884.59
PEMBROKE POINTE HOA	$ 241,365.00	$ 80,455.00	$ 160,910.00
SHOPS AT VILLAGE SQUARE (SEALCOAT)	$ 1,250.00	$ 625.00	$ 625.00
WESTERN GROVE 6	$ 281,671.31	$ 139,091.48	$ 142,579.83
ADVANCED AUTO STUART FEDERAL HWY	$ 7,100.00	$ 2,366.67	$ 4,733.33
GALLEON TOWNHOMES	$ 72,161.00	$ 24,053.67	$ 48,107.33
MAINLAND CHINA BISTRO	$ 12,270.00	$ 6,135.00	$ 6,135.00
PARK TEN STALL PROJECT	$ 68,900.00	$ 22,966.67	$ 45,933.33
TREASURE COVE UNIT OWNERS ASSN. INC.	$ 16,655.00	$ 2,000.00	$ 14,655.00
DELRAY RIDGE	$ 43,834.50	$ 21,477.80	$ 22,356.70
VALENCIA GRAND WHITWORTH REC CENTER	$ 160,275.60	$ 77,859.00	$ 82,416.60
ADVANCED AUTO DELRAY	$ 14,495.00	$ 4,831.67	$ 9,663.33
TELARO AMENITY CENTER	$ 69,922.00	$ 34,772.00	$ 35,150.00
ROSEWOOD CONDO	$ 38,853.00	$ 9,803.33	$ 29,049.67
LA POSADA	$ 9,450.00	$ 4,725.00	$ 4,725.00
CRYSTAL COVE COMMONS - CONCRETE REPAIR	$ 12,280.00	$ 6,140.00	$ 6,140.00
BANYAN VIEW	$ 175,129.20	$ 37,841.38	$ 137,287.82
1033 SEASAGE DRIVE	$ 21,450.00	$ 15,625.00	$ 5,825.00
SPENCER SQUARE	$ 121,045.00	$ 36,313.50	$ 84,731.50
AVENTINE AT MIAMAR	$ 239,550.00	$ 143,730.00	$ 95,820.00
SHOWCASE PHASE 1	$ 165,638.72	$ 100,290.32	$ 65,348.40
COLONY BAY HARBOR	$ 3,100.00	$ 1,550.00	$ 1,550.00
PROSPECT RD & 21ST AVE	$ 160,715.10	$ 23,380.50	$ 137,334.60

RAINTREE FOREST CONDO	$ 29,600.00	$ 8,880.00	$ 20,720.00
FLAVOR PICT RD SR7 TO LYONS	$ 424,709.14	$ 31,964.85	$ 392,744.29
ST LUCIE RIVER BANYAN HOUSE	$ 3,800.00	$ 2,125.00	$ 1,675.00
THE PALMS AT BOCA POINTE HOA, INC	$ 2,000.00	$ 1,000.00	$ 1,000.00
BOCA MUNICIPAL GOLF COURSE ROAD	$ 183,722.03	$ 12,902.58	$ 170,819.45
GROVES TOWN CENTER	$ 474,639.50	$ 198,685.00	$ 275,954.50
ST ANDREWS COUNTRY CLUB	$ 67,500.00	$ 40,500.00	$ 27,000.00
VERANO POD G - REC CENTER	$ 53,000.00	$ 26,000.00	$ 27,000.00
VERANO POD 6	$ 101,821.50	$ 49,821.75	$ 51,999.75
CRYSTAL COVE COMMONS - PAVING	$ 71,155.00	$ 42,693.00	$ 28,462.00
WEBB BUILDERS	$ 5,800.00	$ 2,900.00	$ 2,900.00
LAURELWOOD HOA	$ 9,410.00	$ 4,705.00	$ 4,705.00
PHOENIX TOWERS	$ 4,950.00	$ 1,650.00	$ 3,300.00
BRIGHTON LAKES	$ 139,495.00	$ 41,848.50	$ 97,646.50
FEDEX BUILDING PAVING	$ 44,500.00	$ 13,350.00	$ 31,150.00
ADMIRALS COVE GOLF VIEW	$ 66,475.00	$ 19,942.50	$ 46,532.50
BARRWOOD - SIDEWALK	$ 68,100.00	$ 20,430.00	$ 47,670.00
ADMIRALS COVE	$ 16,374.00	$ 5,458.00	$ 10,916.00
STONEBROOK PATCH	$ 3,800.00	$ 1,900.00	$ 1,900.00
ST LUCIE WEST COMMERCIAL ASSCIATION	$ 1,450.00	$ 725.00	$ 725.00
THE CLUB AT ST LUCIE WEST	$ 71,730.00	$ 35,865.00	$ 35,865.00
DALE VILLAGE	$ 84,535.00	$ 42,267.50	$ 42,267.50
XANADU BY THE SEA RUMBLE STRIPS	$ 5,425.00	$ 2,712.50	$ 2,712.50
EDGEWATER TOWNHOMES	$ 209,337.56	$ 47,421.22	$ 161,916.34
BELLE ISLE HOA	$ 14,200.00	$ 7,100.00	$ 7,100.00
GULFSTREAM COMMERCIAL CENTER	$ 14,180.00	$ 7,090.00	$ 7,090.00
THE HAMPTONS	$ 13,640.00	$ 6,820.00	$ 6,820.00
VILLAGE WALK OF WELLINGTON PATCH	$ 6,990.00	$ 3,495.00	$ 3,495.00
WINTER HAWK	$ 5,450.00	$ -	$ 5,450.00
SAGEWOOD HOA	$ 5,080.00	$ -	$ 5,080.00
HAMMOCK LANDINGS	$ 72,225.00	$ -	$ 72,225.00
OLD GERMANTOWN	$ 64,355.00	$ -	$ 64,355.00
ROYAL POINCIANA	$ 2,750.00	$ -	$ 2,750.00
CONCERT INDIAN SPRING COUNTRY CLUB	$ 22,175.00	$ 11,087.50	$ 11,087.50
WATERWAYS ASPHALT PATH OVERLAY	$ 17,820.00	$ -	$ 17,820.00
RIVERVIEW NORTH CONDO	$ 3,445.00	$ 1,722.50	$ 1,722.50
BANYAN & OLIVE	$ 35,431.50	$ -	$ 35,431.50
2225 NE 20TH AVE	$ 1,800.00	$ -	$ 1,800.00
AZALEA	$ 183,630.60	$ -	$ 183,630.60
	$ 9,692,928.43	**$ 4,076,419.20**	**$ 5,616,509.23**

These Contracts are for Paving, Sealcoating, Patching, Concrete, etc. All to be completed in 2023.

Dated at _____ this 27 day of July, 2023.

Contractor:

Janice M. Riley Inc dba The Paving Lady

By _____

Mauro Comuzzi President

(Name & Title)

County of Palm Beach
State of Florida

Mauro Comuzzi, being duly sworn, deposes and says that he is President of The Paving Lady, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 27 day of July, 2023.

Jane C. Allen
Notary Public

My Commission Expires:
7/17/2026 (Seal)

JANE C. ALLEN
NOTARY PUBLIC
MY COMMISSION EXPIRES 7-17-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 244555

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

Mauro Comuzzi, being first duly sworn, deposes and says:

That he/she is Janice M Riley Inc. D.B.A The Paving Lady
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Janice M Riley Inc . D.B.A. The Paving Lady
(Firm Name)

By: Mauro Comuzzi

Title: President

Subscribed and sworn to before me this 27
day of July, 2023

Jane C. Allen
Notary Public

My Commission expires: (Seal)
7/17/2026

JANE C. ALLEN
NOTARY PUBLIC
MY COMMISSION
EXPIRES 7-17-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 244555

END OF SECTION

PUBLIC ENTITY AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No.2023-044 for **Annual Street Resurfacing**

2. This sworn statement is submitted by Janice M. Riley Inc D/b/a The Paving Lady (name of entity submitting sworn statement) whose business address is 1000 W Industrial Ave Boynton Beach FL 33426 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0303696 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Mauro Comuzzi my relationship to the entity named above is President.
(please print name of individual signing)

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with

the legal power to enter into a binding contract and which bids or applies to bid on contracts for

the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 7/26/23

STATE OF Florida

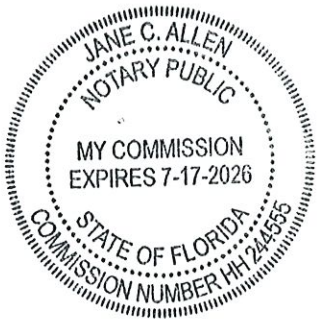
COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Mauro Comuzzi who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26 day of July, 2023.

NOTARY PUBLIC SEAL: Jane C. Allen

My commission expires: 7/17/2026



END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: July 26th, 2023

Official Address
(Including Zip Code):
1000 W Industrial Ave

Boynton Beach, FL 33426

By: Mauro Comuzzi

President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2023-044

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   $0 Dollars
   (Written)

   $0
   (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Janice M Riley Inc D.B.A. The Paving Lady
(Company-Contractor)
By: _____
(President's Signature)
Mauro Comuzzi
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Palm Beach County, Florida on the 27 day of July, 2023.

Notary Public: Jane C. Allen (affix seal) My Commission Expires: 7/17/2026

JANE C. ALLEN NOTARY PUBLIC MY COMMISSION EXPIRES 7-17-2026 STATE OF FLORIDA COMMISSION NUMBER HH 24555

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Janice M Riley Inc. D.B.A. The Paving Lady does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

July 26th 2023

Date

END OF SECTION

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: ANNUAL STREET RESURFACING CONTRACT

BID NO. 2023-044

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2023-044

PROJECT: ANNUAL STREET RESURFACING CONTRACT

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Janice M Riley Inc. D.B.A. The Paving Lady

Corporate Title: President

Address: 1000 W Industrial Ave Boynton Beach FL

33426
(Zip Code)

By: Mauro Comuzzi (Print name) President (Print title)

(Authorized Signature)

Telephone: (561) 572-2600

Fax: (561) 572-2601

State License # CGC1524317 **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: CGC

Unlimited no (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: ANNUAL STREET RESURFACING CONTRACT

BID NO. 2023-044

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
City of Lake Worth	Multiple Roadway	Michael Pierce	561-586-1720
City of Aventura	*Multiple Roadway*	Tony Tomei	305-466-8901
City of Hollywood	*Multiple Roadway*	Joe Kroll	*561-670-1610*

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **ANNUAL STREET RESURFACING CONTRACT**

Bid No.: 2023-044

Project Description: Work may include but not be limited to, milling existing pavement, pavement/base repair, asphalt leveling, asphalt surfacing installation, striping and pavement markings, raised pavement markers, ADA curb ramp updates, and necessary utility adjustments. **This is an annual service contract with an initial term of three (3) years with potential for renewal of up to two (2) additional one (1) year periods.**

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Janice M. Riley Inc. D.B.A. The Paving Lady

Authorized Signature: _____

Title: President

Date: July 26th 2023

END OF SECTION

July 21, 2023

CITY FORT PIERCE

ANNUAL STREET RESURFACING

BID NO. 2023-044

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications and to provide a REVISED Bid Response Form:

1. **QUESTION:** The specifications say that this is a 3-year job with 2-1 year options for extension. Are the quantities that are shown on the bid form, typical of the amount of work the City intends to perform per year or is this all the work the City intends to do over all 3 years?

   ANSWER: **A Revised Bid Form is attached with updated estimated quantities. The quantities estimated include all of the roadways listed in the bid documents and will be paid on actual in-place quantities. (See Attached)**

2. **QUESTION:** Included with the bid documents for this project was a 5-page set of drawings labeled '2023 Street Resurfacing Program'. The streets shown on these drawings are the first 9 streets on the list of 'Resurfacing Candidates'. The quantities provided on the plans for these first 9 streets vary greatly from the quantities on the Bid Form. For example, the area shown on the '2023 Street Resurfacing Program' total 51,363 syds where the bid form only shows milling of 30,000 syds. Is it the City's intent to do all the streets shown on the '2023 Street Resurfacing Program' or only 30,000 syds of streets on that program?

   ANSWER: **A Revised Bid Form is attached with updated estimated quantities. The City's intent is for the nine (9)streets included in the plan's sheets be completed in 2023. The remaining streets are targeted for future years.**
   (See Attached)

3. **QUESTION:** Will the only price adjustments allowed be for the FDOT Bituminous Index or will the contractor be allowed to petition for increases as the need arises?

ANSWER: **Contractor price increases will be allowed at the renewal options (after the initial three years).**

5. **QUESTION:** Will the contract exceed the 3500-ton bid quantity or is it capped to that amount?

ANSWER: The quantities included in the bid documents are TIMATES; some contingency amount has been added however, the actual quantities will be paid based on material tickets for each roadway.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Mauro Comuzzi
Typed or Printed

Company Name: Janice M. Riley Inc D.B.A The Paving Lady

Address: 1000 W Industrial Ave
Boynton Beach FL 33426

Date: 7/26/23

/lh

Attachment: **Revised Bid Form**

BID NO. 2023-

REVISED BID RESPONSE

ANNUAL RESURFACING CONTRACT

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT	AMOUNT
101-1A	Mobilization/Bonds/Permits	3	LS	$ 64,833.33	$ 194,499.99
102-1A	Maintenance of Traffic	3	LS	$ 18,000.00	$ 54,000.00
104-1A	Erosion and Sediment Control	3	LS	$ 6,600.00	$ 19,800.00
210-1-1	Reworking Limerock Base, 6"	700	SY	$ 15.00	$ 10,500.00
327-70-6	Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	120,000	SY	$ 2.60	$ 312,000.00
334-1-13	Superpave Asphaltic Concrete , Traffic C, Type SP-9.5	7,000	TON	$ 152.00	$ 1,064,000.00
520-1A	Remove/Replace Existing Curb/Curb & Gutter	4,500	LF	$ 50.02	$ 225,090.00
522-1A	Remove/Replace Existing ADA Curb Ramps (Complete)	175	EA	$ 3,111.00	$ 544,425.00
706-1-3	Raised Pavement Marker, Type B	2,200	EA	$ 8.85	$ 19,470.00
711-11-123	Thermoplastic Standard White Solid 12"	8,200	LF	$ 7.08	$ 58,056.00
711-11-125	Thermoplastic Standard White Solid 24"	3,100	LF	$ 9.44	$ 29,264.00
711-11-160	Thermoplastic Pavement Message ("SCHOOL", "ONLY", etc)	15	EA	$ 324.50	$ 4,867.50
711-11-170	Thermoplastic Pavement Arrow (Single)	15	EA	$ 135.70	$ 2,035.50
711-15-201	Thermoplastic Standard Yellow Solid 6"	80,000	LF	$ 1.42	$ 113,600.00
1000-56	Water/Sewer Facility Adjustments and FPUA Coordination	3	LS	$ 8,850.00	$ 26,550.00
1777-000	Traffic Calming Facilities	20	EA	$ 56,058.45	$ 1,121,169.00
				Sub-Total	$ 3,799,326.99
				10% Construction Contingency	$ 379,932.70
				TOTAL FINAL BID	$ 4,179,259.69

OPTION FOR SUBMITTING THIS FORM

The Bid Response Form is available in Excel Format. To access the form, open Excel Attachment from the website, perform "file save as" and save spreadsheet to your computer. Fill in pricing, preferably electronically. Include the Bid Response Form, in excel format (not pdf), on a USB drive with the rest of your submittal documents.

July 25, 2023

CITY FORT PIERCE

ANNUAL STREET RESURFACING

BID NO. 2023-044

ADDENDUM NO. 2

The purpose of this addendum is to respond to a question submitted by a potential bidder for clarification of the bid specifications:

1. **QUESTION:** On Friday July 21st there was an addendum sent out with a revised bid sheet, of which there was an item added item #1777-000. Description is Traffic calming Facilities 20 EACH, is this referring to the raised intersection detail? Or does it refer to a DOT index Standard? Please give us some insight to this item so that we may properly price this.

   ANSWER: **The Traffic Calming Facilities item refers to raised intersections and/or speed tables. The City has its own standards details.**

All other conditions of this bid remain the same.

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

Signature: Mauro Lamuzzi
Manual

Signature: Mauro Lamuzzi
Typed or Printed

Company Name: Janice M. Riley D.B.A. The Paving Lady

Address: 1000 W Industrial Ave
Boynton Beach FL 33426

Date: 7/26/23

/lh

City Commission Meeting & Budget Hearing - 5:05 pm **12. e.**

Meeting Date: 09/05/2023

Re: FLC Legislative Policy Committee

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities Legislative Policy Committee in Orlando, Florida from September 07, 2023 to September 08, 2023 in the amount of $397.48.

SUMMARY:

FLC is a great resource for elected officials.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Curtis Johnson Jr., City Commissioner

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023

Account: 001-1000-512-4020

Amount: $397.48

OTHER INFORMATION:

Budgeted funds are available.

Attachments

Travel Expense Statement

Form Review

Form Started By: Latoya Ransom Started On: 08/28/2023 08:50 AM

Final Approval Date: 08/28/2023

REGISTRATION INFORMATION
FLC Legislative Policy Committee

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Rosen Centre Orlando
9840 International Dr
Orlando, FL 32819
407-996-9842

DATE: 08/24/2023

1. TRAVELER'S NAME: Curtis Johnson Jr.
2. DEPARTURE DATE: 9/7/2023
3. RETURN DATE: 9/8/2023
4. DESTINATION: Orlando
5. CODE CHARGE: **001-1000-512-40-20**
6. AMT BUDGETED: 15,000.00

DEPARTMENT: City Clerk
DEPARTURE TIME: 05:00 p.m.
RETURN TIME: 03:00 p.m.
PURPOSE: Transportation & Intergovernmental Relations

7. BALANCE AVAILABLE: **$7,236.00**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation # RR63762BF		159.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.655 224			146.72	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			62.36	
* MISC. EXPENSES				
MEALS				
BREAKFAST @ $8.00			0.00	
LUNCH @ $8.00			0.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			1.40	
15% GRATUITIES			3.00	
TOTALS	0.00	159.00	238.48	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: **Room has been held with credit card**
REFUND DUE CITY:
REFUND DUE EMPLOYEE:

TRAVEL APPROVED BY:

DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/23 DLN

Approved.....This travel expenditure must be approved by the City Commission.

Microsoft Bing

100 N US Highway 1, Fort Pierce, Flori...

Options

100 N US Highway 1, Fort Pierce, Florida, United

9480 International Dr, Orlando, Florida, United Sta

Add destination

Leave now Go

Print selected route

112 miles
Light traffic
Via FL-60, FL-91 N · *Toll on route*

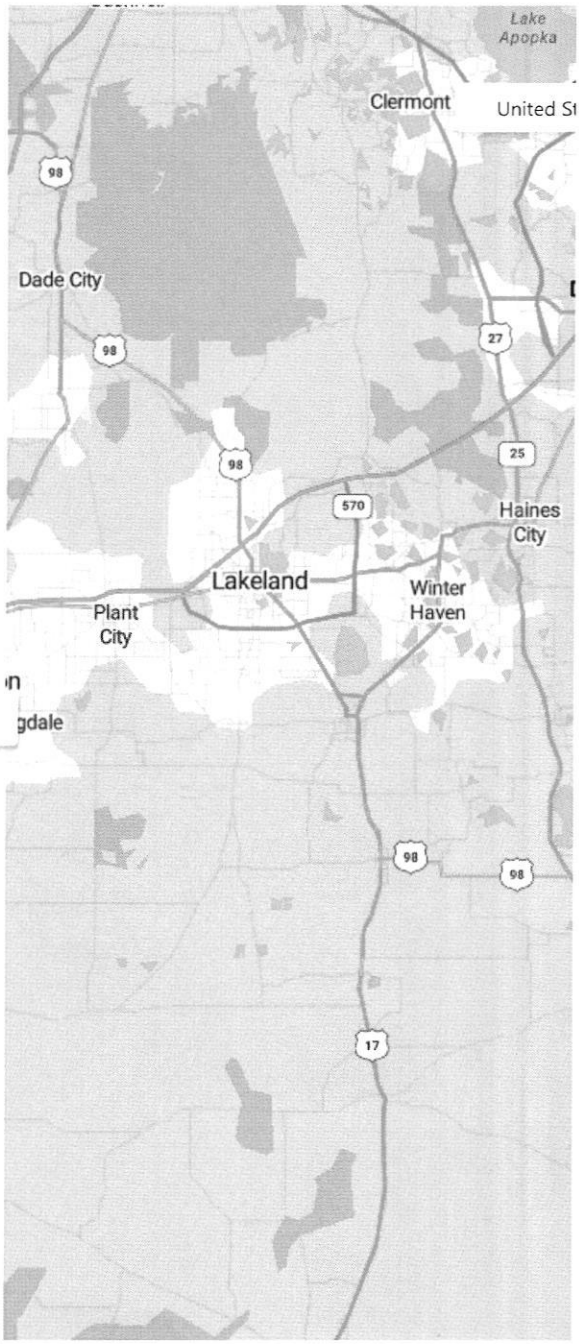
1:46
hr min

More Details

120 miles
Light traffic
Via I-95 N, FL-528 W · *Toll on route*

1:47
hr min

More Details



US Toll Calculator – Google Maps with Tolls & Gas Costs

Looking to calculate tolls for a road trip on Google Maps? Use the US Toll Calculator App! See total trip cost breakdown - tolls, fuel and other charges, tags - E-ZPass, SunPass, FasTrak, TxTag - toll plaza, toll discounts. Travel on the cheapest or the fastest routes to your destination. For all vehicles - car, truck (2 axle to 9 axle), taxi, EV, RV, bus, motorcycle - across US toll roads, turnpikes, expressways, express lanes, bridges, and tunnels.

Business? Integrate Toll API for pre-trip, on-trip and post-trip toll and route information.

Still not convinced? Just enter your origin, destination, and Submit to see tolls in seconds. Fill the optional fields - mileage, toll tags etc. - to get more accurate results.

100 N US-1 Fort Pierce, FL 34950-4205 USA

9480 International Dr Orlando, FL 32819 USA

Add Destination

Select Your Vehicle

Car, SUV or Pickup Truck

+ Optional Car Selection

Fuel $16.02, 1 h 50 min, 114 mi

$2.88 more than the **Cheapest** route

Tolls	Fuel	Total
$7.66	$16.02	$23.68

** Please check toll details to get detailed toll information*

Electronic Toll gantry only accepting Toll tags

Toll plaza accepting Cash

Via points

Truck restricted routes

ROSEN CENTRE ORLANDO

Rosen Centre Hotel

Reservations Phone: 1-800-204-7234
Hotel Phone: 407-996-9840
9840 International Drive, Orlando, Florida 32819
www.RosenCentre.com

PLEASE VERIFY ALL INFORMATION FOR ACCURACY

Guest Information:

CURTIS JOHNSON

Email Address: lransom@cityoffortpierce.com

Room Total
$159.00 +
Surcharge + Taxes

Date	Stay Rate	Rate
Thursday, September 7, 2023		$159.00

Printed On: Thursday, August 24, 2023

ACCOMMODATIONS REQUESTED
Not Guaranteed. Subject to Availability Upon Check-In

Deluxe Queen

ARRIVAL DATE	DEPART DATE	# GUEST	CONFIRMATION #	ASSOCIATED WITH
09/07/2023	09/08/2023	1	RR63762BF	2023 Legislative Policy Committee Meetings

Stay Summary: **# of Rms:** 1
GTD: YES VISA

All rates are subject to a 1% Orange County Convention Center District Fund (OCCCD) and are then taxed at an additional rate of 6.5% state tax and 6.0% county tax. Tax exemption may not be applied to OCCCD fund.

SPECIAL REQUESTS

Room assignments and other special requests notes on your reservation are not guaranteed. Rest assured every effort will be made to fulfill your requests. Rosen Centre is a smoke-free facility. Designated smoking areas are available outside the hotel. A $350 cleaning fee will be applied to any guest who disregards this policy.

Please note an authorization equivalent to one night's room and tax will be requested on your card five days prior to your arrival date. Debit cards will reflect a debit on your account at this time. Any reservation where an authorization cannot be obtained will be subject to cancellation. In the event that you do not arrive on your requested arrival date listed above, the card given at the time of booking will be charged one night's room and tax. The hotel will collect one percent of the room rate (not subject to tax exemption) to fund the promotion of the Orange County Convention Center and tourist services in the vicinity of the Orange County Convention Center District.

MOBILE CHECK-IN

Access our web-based mobile app for a contactless and convenient way to manage your stay. We will send you text messages when mobile check-in and check-out are available and when your guestroom is ready, if you provided a mobile phone number at the time of registration. You can opt out at any time from receiving the text messages. If you need to add a mobile phone number to your registration, please call the hotel. Applicable fees for text messages apply. Check your carrier for details. Read our Terms and Conditions.

KNOW BEFORE YOU GO

We make it easy to prepare for what to expect by giving you the latest information on hotel restrictions and recommendations. Learn more.

All reservations must be cancelled at least 5 days prior to arrival in order to avoid a cancellation charge.

98Forty TAPAS & TEQUILA

BANSHOO SUSHI BAR

EVERGLADES RESTAURANT

Explore Floridian favorites at Everglades Restaurant, Caribbean-Cuban flavors at Harry's Poolside Bar & Grill, colorful meals at Café Gauguin, and fusion food and premium tequilas at 98Forty Tapas & Tequila. Continue your culinary adventure with fresh sushi at Banshoo and noshes and drinks at Sam & Bubbe's. Recharge with freshly brewed coffee from Smoooth Java and snacks and small bites at Red's Deli.

Your First Drink is On Us

Present this coupon for a complimentary cocktail, wine, or beer. Offer good with a purchase of an entrée.

THE SPA AT ROSEN CENTRE

Early Booking Bonus

Book your spa appointment prior to your arrival and get 15% off all 50/80 minute spa services only. Valid for first service only. Call to book today 407-996-1248.

This coupon must be presented to the receptionist upon arrival. Limited availability to Early Booking Bonus.

All offers not valid with any other discounts, packages or coupons. All offers valid until 12/31/2022

FLC
FLORIDA LEAGUE OF CITIES

2023-2024 Legislative Policy Committee
Transportation & Intergovernmental Relations

Staffed by: Jeff Branch, Senior Legislative Advocate

CHAIR:

The Honorable Nancy Sikes-Kline
Mayor, City of St. Augustine
nsikeskline@citystaug.com

VICE CHAIR:

The Honorable Curtis Johnson
Commissioner, City of Fort Pierce
cjohnson@cityoffortpierce.com

MEMBERS:

Mayra Aleman
Assistant to the City Manager, City of Sunny Isles Beach
maleman@sibfl.net

The Honorable Linda Allen
Council Member, Town of Hypoluxo
hypoluxo@hypoluxo.org

The Honorable Liz Alpert
Vice Mayor, City of Sarasota
Liz.Alpert@sarastofl.gov

The Honorable Omar Arroyo
Vice Mayor, Haines City
omar.arroyo@hainescity.com

The Honorable Keith Babb
Mayor, City of Pahokee
kbabb@cityofpahokee.com

The Honorable Esther Berry
Commissioner, City of South Bay
berrye@southbaycity.com

The Honorable Anthony Bonna
Councilman, City of Port St. Lucie
anthony.bonna@cityofpsl.com

The Honorable Keith Britton
Council Member, City of Oviedo
kbritton@cityofoviedo.net

The Honorable Donald Burnette
Mayor, City of Port Orange
dburnette@port-orange.org

Debon Campbell
Intergovernmental Affairs Manager, City of Miramar
dlcampbell@miramarfl.gov

The Honorable Chris Cloudman
Mayor, City of DeLand
cloudmanc@deland.org

Nick Colonna
Community Development Administrator, City of Pinellas Park
ncolonna@pinellas-park.com

The Honorable Karyn Cunningham
Mayor, Village of Palmetto Bay
kcunningham@palmettobay-fl.gov

The Honorable Nancy Daley
Mayor, City of Lake Alfred
NDaley@MyLakeAlfred.com

September 8, 2023, FLC Legislative Policy Committee Meetings

Hotel Information

- The September 8 FLC legislative policy committee meetings will be held at the Rosen Centre Orlando, 9840 International Drive, Orlando, FL, 32819. If you still need a hotel room, call the hotel directly at (407) 996-9842. The hotel room block cut-off date was August 8; however, the hotel will still honor the FLC rate, so ask for that rate when you make your reservation. The hotel room rate is $159.
- Parking: self-parking is $15.00 per day

Thursday, September 7 – Rosen Centre Orlando

- 6:00 p.m. – 7:00 p.m. Reception, Salon 3
  For people arriving at the hotel the night before the meetings, this reception is a great opportunity to network with other members. The reception is optional.

Friday, September 8 – Rosen Centre Orlando

- 8:00 a.m. – 10:00 a.m. Continental Breakfast, Salon Alcove (provided by the League)

- 10:00 a.m. – 2:00 p.m. Policy Committee Meetings (lunch will be provided by the League)
  Make sure you bring your committee meeting packet to the meeting. Meeting packets will be emailed to you one week before the meeting.

City Commission Meeting & Budget Hearing - 5:05 pm **13. a.**

Meeting Date: 09/05/2023

Re: Villas at Kings Landing

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for a Final Plat, submitted by Property Owner(s), Audubon Development, Inc., and Applicant, Bradley J. Currie, Vice President of Engineering Design & Construction, Inc., to subdivide approximately 0.76 acres of land (more or less) into 10 platted lots including one (1) private access tract, and associated easements and buffers for the residential subdivision of Villas at Kings Landing located at or near 125 A. E. Backus Avenue in Fort Pierce, FL. The property is currently zoned Planned Development (PD) with a Future Land Use of Central Business District (CBD). Parcel Control Number: 2410-503-0012-010-9.

SUMMARY:

- Request for review of an application for Subdivision (Final Plat) to subdivide approximately 0.76 acres of land (more or less) into 10 platted lots including 1 private access tract for the Villas at Kings Landing Subdivision at or near 125 A. E. Backus Avenue.
- The subject property has a Future Land Use designation of Central Business District (CBD) and a Zoning designation of Planned Development (PD).

RECOMMENDATION:

Staff recommends Approval of the request with one (1) condition:

1.The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

ALTERNATIVES:

APPROVAL of the proposed Final Plat with alternate conditions.
DISAPPROVAL of the proposed FINAL PLAT

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/30/2023 11:02 AM

Form Started By: Vennis Gilmore
Started On: 08/24/2023 06:03 PM
Final Approval Date: 08/30/2023

CITY OF FORT PIERCE

CITY COMMISSION

September 5th, 2023

Villas at Kings Landing – Final Plat
125 A. E. Backus Avenue

APPLICANT

Bradley J. Currie, Vice President, Engineering Design & Construction, Inc.

PROPERTY OWNER(S)

Audubon Development, Inc.

PARCEL ID #(S):

2410-503-0012-010-9

SUMMARY

Request for review of an application for Subdivision (Final Plat) to subdivide approximately 0.76 acres of land (more or less) into 10 platted lots including 1 private access tract for the Villas at Kings Landing Subdivision at or near 125 A. E. Backus Avenue.

The subject property has a Future Land Use designation of Central Business District (CBD) and a Zoning designation of Planned Development (PD).

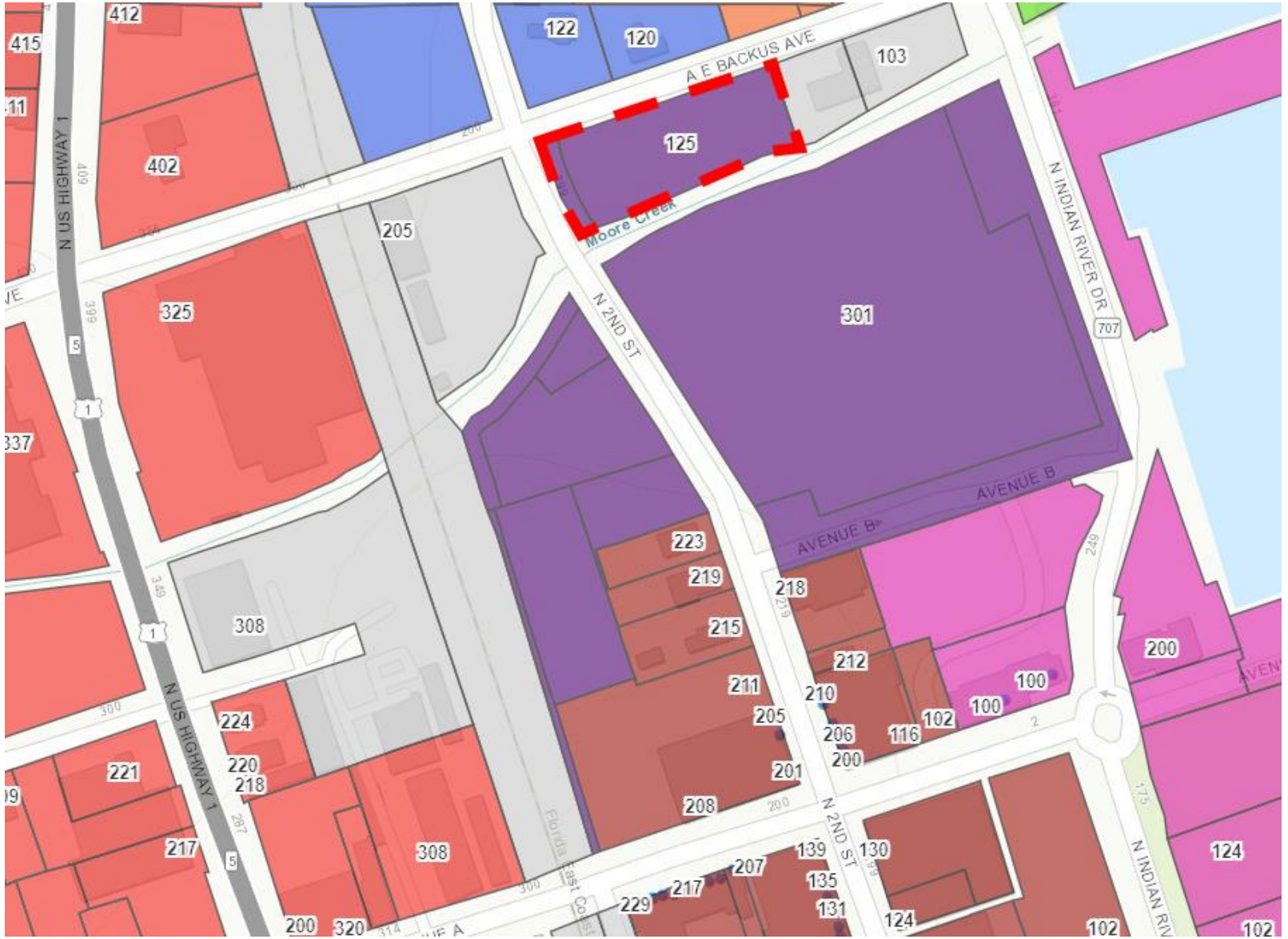
SITE LOCATION

SITE AREA = Approximately 0.76 Acres

FLU - ZONING

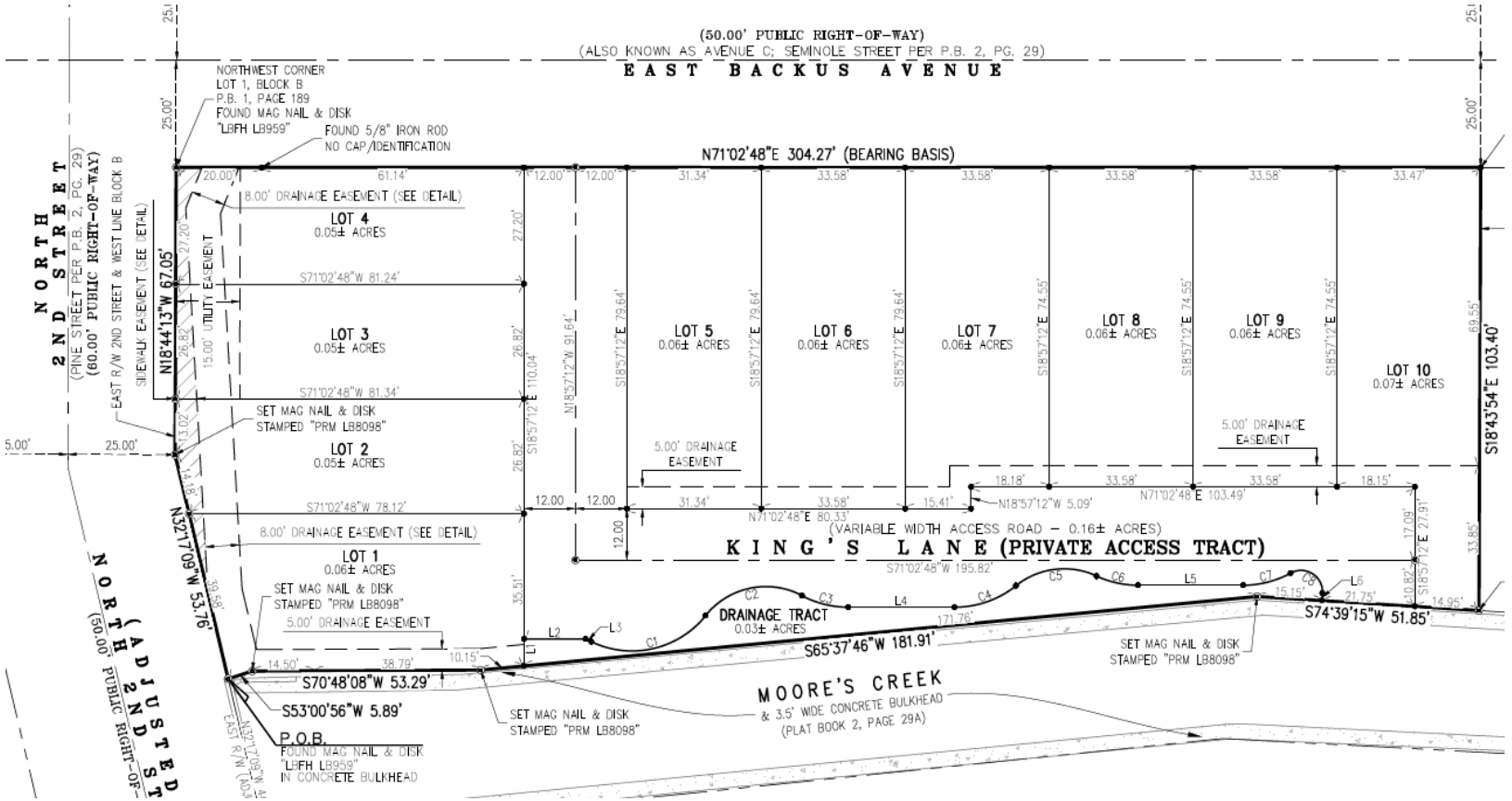
FLU:
CBD, Central Business District

Zoning:
PD, Planned Development



FINAL PLAT

10 Lots
including 1 Private Access Tract



PB RECOMMENDATION

The Planning Board, at their August 14th, 2023 meeting, voted unanimously to recommend Approval of the request.

STAFF RECOMMENDATION

Final Plat for (10 Lots with Private Access Tract) of the Villas at Kings Landing Subdivision.

- **Staff recommends Approval of the request with one (1) condition:**

1. **The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.**

- ❑ **Consistent with Chapter 121 of the City Code, the Comprehensive Plan, and the approved Planned Development Plan.**

- ❑ **Does not adversely affect the public health, safety, convenience and general welfare.**

- **Possible actions of the City Commission:**

- APPROVAL of the proposed FINAL PLAT
    - Staff recommends approval of the request with one (1) condition.

- APPROVAL of the proposed FINAL PLAT with alternate conditions.

- DISAPPROVAL of the proposed FINAL PLAT

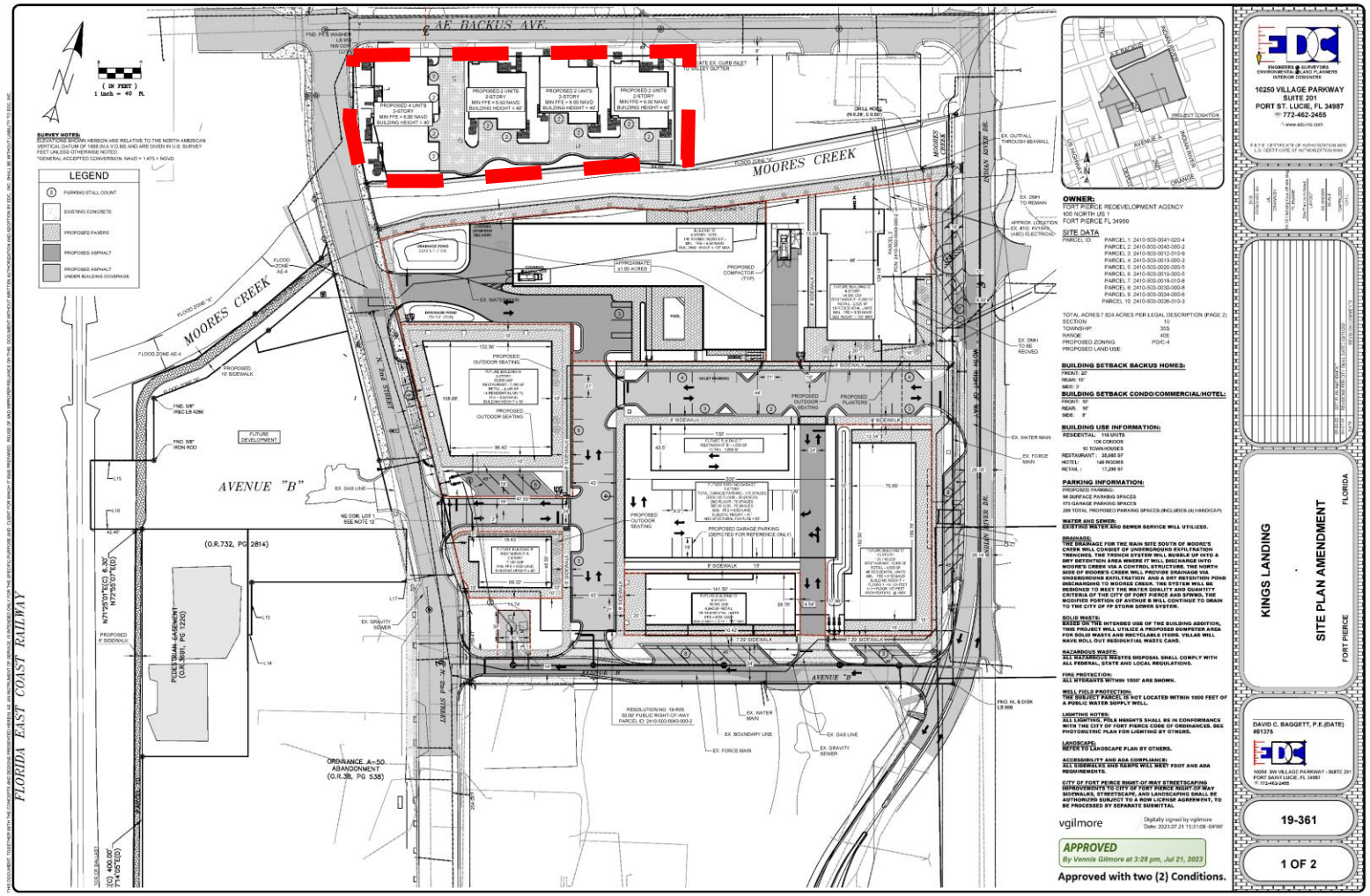
CITY OF FORT PIERCE

CITY COMMISSION

September 5th, 2023

Villas at Kings Landing – Final Plat
125 A. E. Backus Avenue

APPROVED PD SITE PLAN



VILLAS AT KINGS LANDING – FINAL PLAT

CITY OF FORT PIERCE

CITY COMMISSION

September 5th, 2023

Villas at Kings Landing – Final Plat
125 A. E. Backus Avenue

APPLICANT

Bradley J. Currie, Vice President, Engineering Design & Construction, Inc.

PROPERTY OWNER(S)

Audubon Development, Inc.

PARCEL ID #(S):

2410-503-0012-010-9

SUMMARY

Request for review of an application for Subdivision (Final Plat) to subdivide approximately 0.76 acres of land (more or less) into 10 platted lots including 1 private access tract for the Villas at Kings Landing Subdivision at or near 125 A. E. Backus Avenue.

The subject property has a Future Land Use designation of Central Business District (CBD) and a Zoning designation of Planned Development (PD).

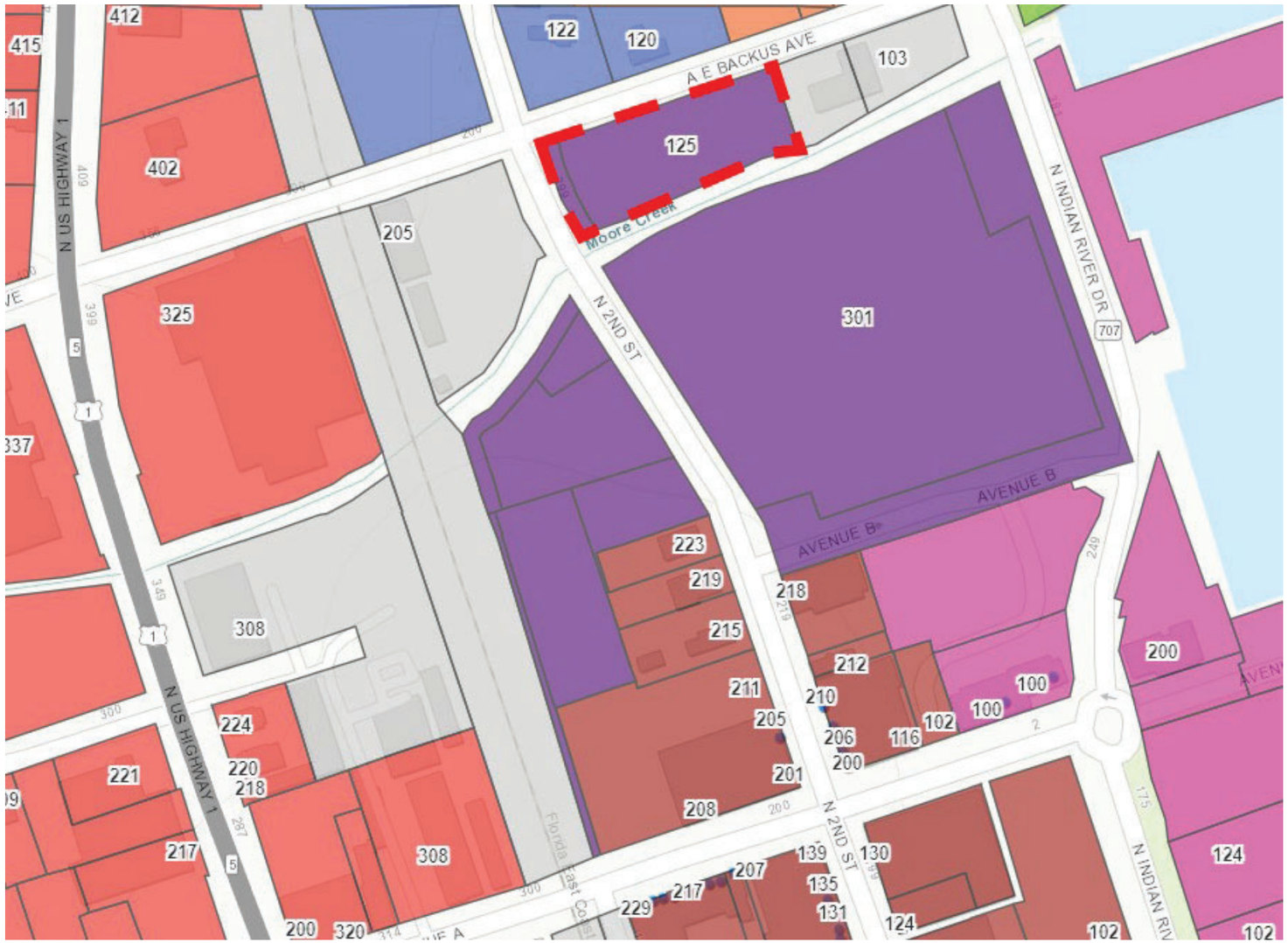
SITE LOCATION

SITE AREA = Approximately 0.76 Acres

FLU - ZONING

FLU:
CBD, Central Business District

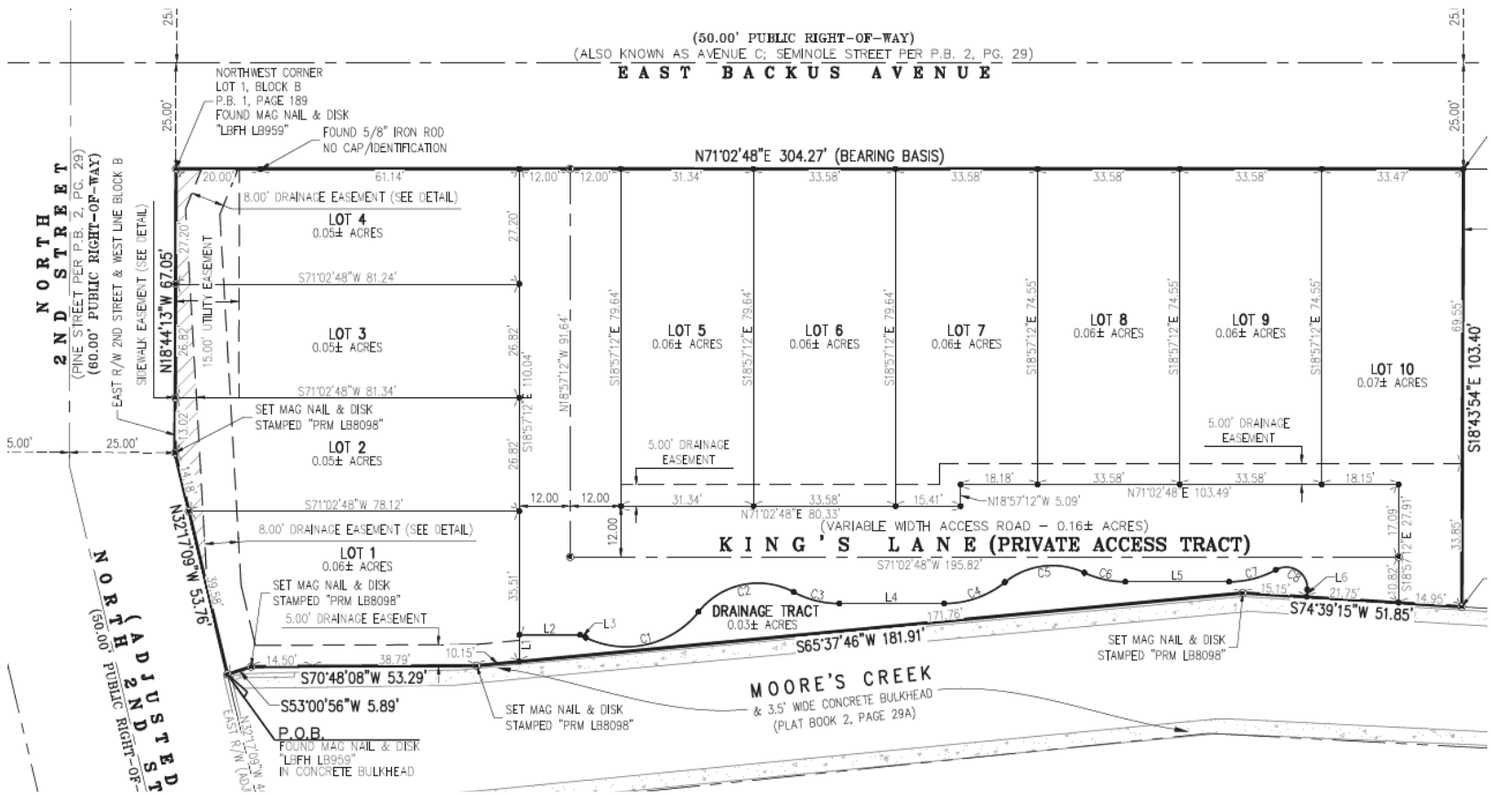
Zoning:
PD, Planned Development



VILLAS AT KINGS LANDING – FINAL PLAT

FINAL PLAT

10 Lots
including 1 Private Access Tract



PB RECOMMENDATION

The Planning Board, at their August 14th, 2023 meeting, voted unanimously to recommend Approval of the request.

STAFF RECOMMENDATION

Final Plat for (10 Lots with Private Access Tract) of the Villas at Kings Landing Subdivision.

- **Staff recommends Approval of the request with one (1) condition:**

1. **The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.**

- ❑ **Consistent with Chapter 121 of the City Code, the Comprehensive Plan, and the approved Planned Development Plan.**

- ❑ **Does not adversely affect the public health, safety, convenience and general welfare.**

CC ACTIONS

- **Possible actions of the City Commission:**

- APPROVAL of the proposed FINAL PLAT
    - Staff recommends approval of the request with one (1) condition.

- APPROVAL of the proposed FINAL PLAT with alternate conditions.

- DISAPPROVAL of the proposed FINAL PLAT

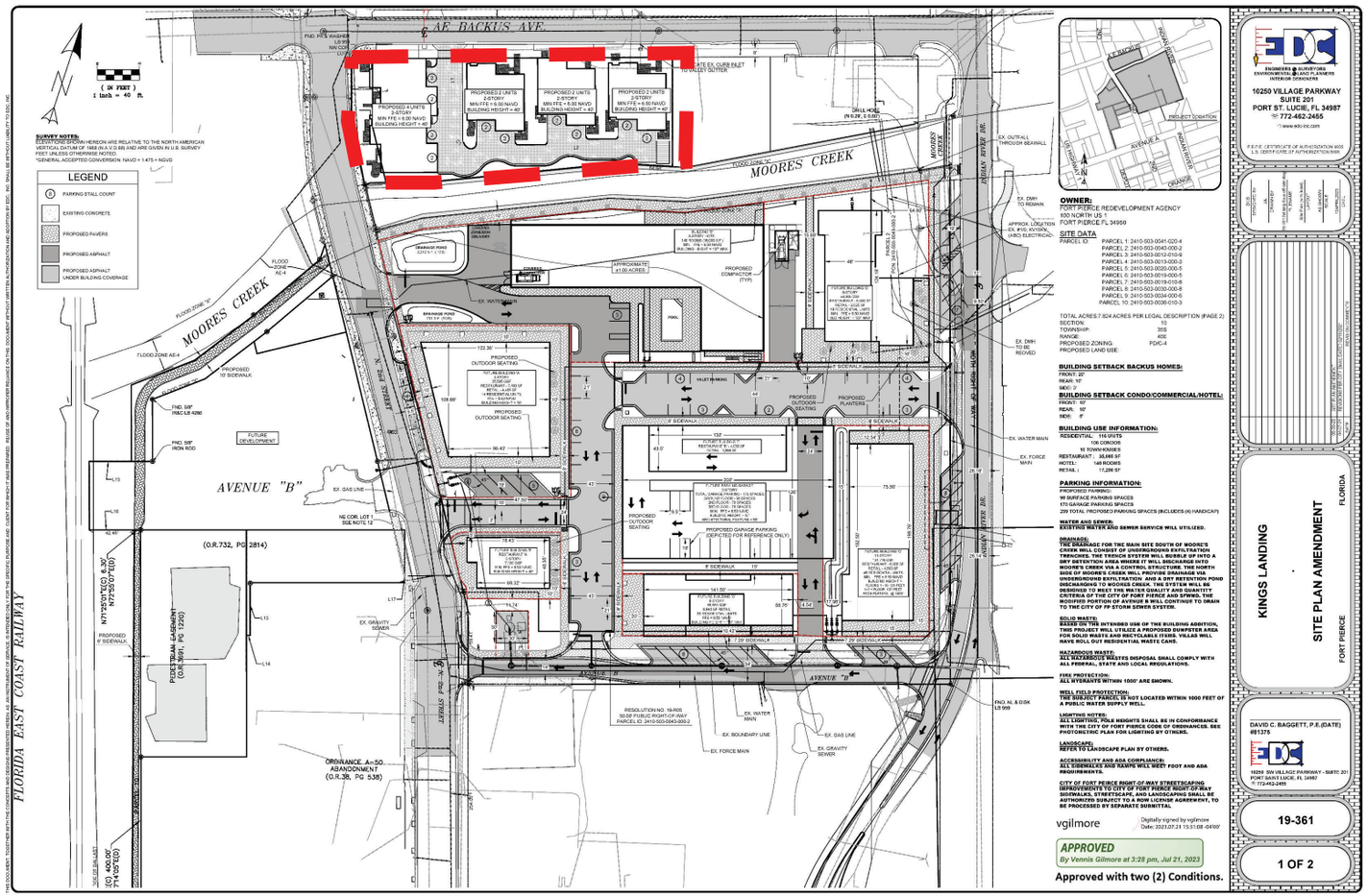
CITY OF FORT PIERCE

CITY COMMISSION

September 5th, 2023

Villas at Kings Landing – Final Plat
125 A. E. Backus Avenue

APPROVED PD SITE PLAN



VILLAS AT KINGS LANDING – FINAL PLAT

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Vennis Gilmore, Assistant Planning Director

From : Selena Griffett, P.E.

Thru : Jack Andrews, P.E. - City Engineer

Re : Villas at Kings Landing Final Plat – Approval with Conditions

Date : August 2, 2023

This is to advise you that we have completed the review of the following documents as received by this office on July 27, 2023:

☐ Development Permit Compliance Review ☐ Construction Drawings

☐ Site Plan ☐ Test Reports & Related Documents

☐ Conditional Use ☐ Record Drawings

☐ Permits ☒ Final Plat

Based on our reviews and appropriate site final inspection, we

☒ Recommend ☐ Do Not Recommend

☒ Approval with Conditions ☐ Variance Approval ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See Attached for Comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Update Page 1 of the plat to reference ***Sara Hedges, Interim City Attorney*** as opposed to Tanya Earley.
2. The Engineers Estimate of Construction Cost is approved.
3. Address NorthStar Geomatics comments dated July 31, 2023, and attached for your reference.

NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

August 4, 2023

Selena Griffett, PE
Project Engineer
City of Fort Pierce
Via email

RE: Villas at Kings Landing Plat Review and PRM Inspection - Approval

Dear Ms. Griffett:

As you requested, I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, mathematical calculations or acreages shown on this plat.

All comments have been addressed satisfactorily. The plat is approved.

Reviewed By:

Frank Veldhuis
For NorthStar Geomatics, Inc.

5820 NW Zenith Drive • Port St Lucie, Florida 34986 • Phone (772) 781-6400

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Bradley J. Currie, Vice President, Engineering Design & Construction, Inc.
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

Subject: Villas at Kings Landing Final Plat – 125 A. E. Backus Avenue –- Technical Review Committee Comments for May 18, 2023 TRC Meeting

City of Fort Pierce Planning Department

1. After approval please supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

Fort Pierce Engineering Department

See attached document

Fort Pierce Building Department

Comments may be forthcoming.

St. Lucie County Planning Department

No Comments

St. Lucie County PW/Engineering

No Comments

Fort Pierce Police Department

See attached document

City Clerk Office

No Comments

Code Enforcement

No Comments

Fort Pierce Utilities Authority

See attached document

St. Lucie County Fire District

No Comments

Florida Department of Transportation

No Comments

St. Lucie County School Board

No Comments

St. Lucie Transportation Planning Organization

No Comments

St. Lucie Transit

No Comments

NorthStar Geomatics, Inc.

5820 NW Zenith Dr
Port Saint Lucie, FL 34986 US
+1 7727816400
info@nsgeo.com
www.nsgeo.com

INVOICE

BILL TO
Tracy Telle
City of Fort Pierce Engineering
Villas at Kings Landing Plat
PO Box 981
Palm Beach, FL 33480

INVOICE	6861
DATE	05/15/2023
TERMS	Due on receipt
DUE DATE	05/15/2023

	DESCRIPTION	QTY	RATE	AMOUNT
Lump Sum	Villas at Kings Landing Final Plat Review	1	1,600.00	1,600.00

Fee includes 1 PRM inspection. In the event that the client is a no call/no show, an additional inspection fee may apply.

BALANCE DUE **$1,600.00**

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Technical Review Committee meeting

May 18, 2023

Case #: None provided at time of this comment

Planner: City of Ft. Pierce Planning Department

Final Plat.

Villas At Kings Landing, 125 AE Backus Avenue, Fort Pierce, FL

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT #
Final Plat - Villas at Kings Landing - 125 AE Backus Avenue

Comments

FPUA W/WW Engineering: The FPUA Water/Wastewater Engineering Department has reviewed the Villas at Kings Landing TRC application for a Subdivision Plat and offers the following comment:

The FPUA water and sewer utilities if constructed on-site will require dedicated easements.

FPUA Electric & Gas Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved/Comments**. Possible conflict with existing UG power lines in existing easement.
Customer charge for relocation of 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

FPUAnet Fiber: FPUAnet approves. Providing Developer letter about how we can provide internet services also.

TRC Sufficiency Letter (Revis...

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

City of Fort Pierce Planning Department
ATTN: Technical Review Committee
100 N. US Highway 1
Fort Piece, FL 34950

May 12, 2023

Dear Technical Review Committee,

This letter serves as an introduction and a request for your assistance in informing developers that municipal high-speed fiber internet may be available to them. As a full-service utility provider, FPUA offers not only electric, water, wastewater, and natural gas, but also FPUAnet: An established local internet services provider with 20 years of experience. Over the years, we have established ourselves as a trusted and reliable communications partner for agencies such as Indian River State College, St. Lucie County, the Fort Pierce Police Department, and more.

FPUAnet provides reliable, high-speed connectivity, linking Fort Pierce to an ever-evolving digital world:

- Scalability meeting growing demands of Fort Pierce.
- Gigabit internet throughout the entire service area.
- High-quality internet to rural and low-income areas.
- Faster and more affordable than privately owned ISPs.

FPUAnet pledges responsive, personalized service in development of scalable fiber network internet services capable of expanding with our growing community. Most of all, FPUAnet provides local stewardship of Fort Pierce's infrastructure. FPUAnet is an ideal partner for fiber Internet services. PLUS, by choosing FPUAnet, a municipal fiber network provider, developers ensure investment in the Fort Pierce's Smart City infrastructure.

Today, FPUAnet is rapidly expanding its fiber internet services spanning newly developed areas, and reaching upcoming sub-division projects. Our team will work closely with developers to prioritize network design that will meet emerging growth needs of commercial, academic, governmental and residential fiber network demands.

We appreciate your support as a trusted partner in future developments. For more information, visit our website at www.fpuanet.com or contact Mr. Eric Peters, sales associate at telephone: 772-466-1600 ext. 3311 or via email: peters@fpua.com.

Sincerely,

Eric Peters
FPUAnet Sales Account Representative

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, AUGUST 14, 2023, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Ms. Daniel entered the meeting at 2:10 PM.

Present:	Uline Daniel; Nichelle Clemons; Harold Albury; Anton Kreisl; John Heaning; Frank Creyaufmiller, Chairman
Absent:	Alexander Edwards
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Assistant Planning Director Ryan Alitzer, Senior Planner Kerry Charles, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Mr. Edwards absence will be voted on at the September 11, 2023, Planning Board meeting.

5. APPROVAL OF MINUTES

a. Minutes from the July 12, 2023 meeting

Motion was made by Harold Albury, and seconded by Nichelle Clemons to approve the minutes from the July 12, 2023 meeting.

AYE: Nichelle Clemons, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

6. NEW BUSINESS

a. Annexation - Patrick & Keniesha Burton - Avenue Q - Parcel ID: 2405-501-0131-000-4

Ms. Charles gave an overview of the application. She stated the applicant is requesting a voluntary annexation of one (1) parcel at or near Avenue Q. The subject property has St. Lucie County Future Land Use designations of Residential Urban 5 du/ac (RU) and a St. Lucie County Zoning designation of Residential, SingleFamily, 4 du/ac (RS-4). The applicant is proposing Future Land Use designations of Low Density Residential (RL) with a Zoning classification of Single-Family Low Density Residential Zone (R-1). The current value of the vacant property is $25,000.

Patrick Burton, Applicant, stated he plans to either build a single family home to rent out or build a quadplex. Mr. Burton noted the vehicles that were parked on the property were associated with the home that was being built to the west of his property and the vehicles are no longer there.

Motion was made by Harold Albury, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission.

AYE: Harold Albury, Anton Kreisl, John Heaning, Uline Daniel, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

b. Annexation - Ubilla-Duque Holdings, LLC 3307 S. US Highway 1 - Parcel ID: 2427-601-0050-000-7

Ms. Charles gave an overview of the application and stated the applicant is requesting a voluntary annexation of one (1) parcel at 3307 S. US Highway 1. The subject property has St. Lucie County Future Land Use designations of Commercial (COM)/Residential High (RH) and a St. Lucie County Zoning designation of Commercial General (CG)/Residential, Multi-Family, 11 du/ac (RM-11). Ms. Charles stated the applicant is proposing split Future Land Use designations of General Commercial (GC) on the east end of the parcel and Residential on the west end, with a Zoning classification of General Commercial (C-3). The current value of the vacant property is $359,260.00. Mr. Charles stated the Planning department is waiting on the legal surveys for the split of the Future Land Use in order to move the application to City Commission for approval.

Mr. Freeman explained, at the moment, the Planning department does not have the legal surveys or the site areas that the split would be looking to establish. Mr. Freeman suggested a motion by the Board to move the application forward with the split Future Land Use, before it goes to City Commission, to accommodate the switch in accordance with the transfer of the county city designations, so the applicant, in the future, does not need to come in with a new Future Land Use application. Mr. Freeman confirmed the application will not move to City Commission until the applicant adequately describes the division between the commercial and residential areas in accordance with the Future Land Use split that is established in the county. Mr. Freeman noted if appropriate documentation is not received from the applicant, the Future Land Use will move forward as it is now, General Commercial

(GC).

Staff answered questions from the Board on the location of the split, egress on 7th Street, and the buffer between the commercial and residential areas.

Alejandro Toro, Applicant Representative from EDC, stated he has had numerous conversations with staff, and EDC will be pinpointing the legal description for each boundary. He said the survey department is coming up with the scope and separate surveys for the split, along with a color exhibit showing the split. Mr. Toro answered questions from the Board on the residential/commercial percentages of the parcel, and residential density. Mr. Toro said it is the full intent of the applicant to match the county Future Land Use. He noted the applicant owns a granite business, and he wants to use one (1) acre of the parcel for residential, and the remaining two (2) acres for the granite business.

Brad Currie, Applicant Representative from EDC, said they are retaining the county land use designation with the annexation, and they are proposing the same Future Land Use as the county. He noted the only thing needed is the legal descriptions.

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission with the following condition:
1. The applicant would be required to provide legal sketch and diagrammatic exhibits to confirm the split within the lot between the residential and commercial Future Land Use. It will be aligned with the existing line that the county holds now. If provided the application will move froward to the City Commission.

AYE: Anton Kreisl, John Heaning, Uline Daniel, Nichelle Clemons, Harold Albury, Chairman Frank Creyaufmiller

Passed

c. **Conditional Use with New Construction - Olson Residence - 2507-234-0002-000-5 and 2507-234-0003-000-2**

Mr. Gilmore gave an overview of the application and answered questions from the Board on the property setbacks, window specifications for South Beach, and lot combinations. Mr. Gilmore stated the applicant is requesting the review of an application for a Conditional Use for a 35-foot-tall single-family residence. Due to the existing height of the dune and base flood elevation, the second-floor elevation needed to rise approximately 9-feet 8-inches above the base floor elevation, consequently, greatly reducing the allowance for tall ceilings and structural requirements for a multi-level design. Mr. Gilmore said the Future Land Use is Low Density Residential (RL) and the Zoning is Single-Family Intermediate Density Zone (R-2).

Mr. Gilmore stated the purpose of a conditional use is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. In addition, in permitting a conditional use, the City Commission may impose, in addition to those standards and requirements expressly specified in article V. Conditional Uses, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Mr. Gilmore noted the applicant confirmed the property is to be occupied as a single-family residence by the property owners.

Mike Seal, Architect of Record, explained the home is well within all the setbacks and the home is set back from the street for privacy which aids in the streetscape. Mr. Seal said the entire street is east of the Coastal Construction Control Line and no development is allowed on the dune or east of the dune.

Mr. Freeman explained there are no separate side setbacks for the South Beach Overlay District. He said the setbacks relate to the R2 zoning. Mr. Freeman stated the front elevation cannot intrude on the front setback. Mr. Freeman noted the property is in a special flood hazard area, and it will have to meet state requirements and obtain flood permits from the Building department.

Chairman Creyaufmiller asked the intention of the seven suites, which are independent of the owner's occupied space. He expressed concerns with the home becoming a bed and breakfast and a party house.

Mr. Gilmore noted a condition was added that states the use of the property be maintained as a single-family residence only and shall not be utilized to accommodate short-term rentals as regulated by section 22-506 of the City’s Code of Ordinances.

Chairman Creyaufmiller suggested adding conditions to protect the community that state the use of the property shall not be used as a vacation rental, bed and breakfast, rooming house or any other use that rent rooms.

Marcel Macias, Business Partner of Property Owner, stated the owner will not be running the family business from the home and nine (9) months out of the year the Surfside home will be their primary residence.

Charles Bent, resident, spoke against the application and had concerns with the walls along the Surfside and Coconut Beach access points. He said the house is not consistent with the neighborhood.

Stan Synkoski, resident, spoke against the application, and he said the home is basically a bed and breakfast or a hotel with seven (7) lockable suites.

Kara Niejadlek, resident, showed pictures of the Surfside and Coconut Beach parks. She stated the home has a potential to become a short term rental with the owner suite locked off.

Charles Selig, resident, expressed concerns with noise from the swimming pool coming from a seven (7) bedroom home. He also expressed concerns with parking and street flooding.

Tom Rager, resident, stated his privacy will be taken away along with the Coconut Beach access parking lot.

Mike Seal, Architect of Record, stated the owners chose the site for privacy, quietness at the end of the street, and to be set back off the street. He said the intentions of the separate suites and bedrooms are for guest to stay in when friends come to visit. The layout of the bedrooms are linear, so every bedroom has a view of the ocean, which creates massiveness of the house. Mr. Seal noted the property owner is currently going through a Unity of Title with the Property Appraiser's office. He said the turtle lighting has to abide by the FDEP, Florida Department of Environmental Protection. Mr. Seal said the building will be designed per the building code retention and runoff. Mr. Seal stated there will be six (6) garage doors with double car depths and plenty of room in the driveway for parking since the home is set back from the street. Mr. Seal highlighted that the home is not a hotel or a bed and breakfast.

Mr. Albury stated he worked on a house that had eight (8) or nine (9) suites, two (2) kitchens and five (5) people were living in the home where the residents wanted to have space. Each suite had its own bathroom. He said he understands the frustration people have, but families are setting up life for their family for the long term future and residents have to rule out the false accusals of the home being a bed and breakfast or hotel.

Chairman Creyaufmiller noted the Ocean Village buildings next to Coconut Park do not fit in with the scale of the buildings in Surfside.

Mr. Freeman explained the property appraiser's office is the correct mechanism for combining lots, and the city has no jurisdiction over the property owner's rights to do this.

Mr. Gilmore explained there are no design standards for single family residences and Mr. Freeman stated the city is further restricted by the state statute unless the city has an overlay.

Mr. Gilmore stated in the R2 zoning, 28 feet of height is allowed. The applicant is requesting 35 feet.

Mr. Kreisl asked Mr Seal, if he had designed any options, so the home would not need Conditional Use approval.

Applicant, Mike Seal, stated there were two options, but they could not get the amount of space to fit into the height because of the dune height and having to raise the main floor to see the beach. The other option would require squashing down the floors and not having tall ceilings.

Mr. Freeman explained Surfside is in a special flood area and any properties that are 50% damaged from a storm would have to be constructed much higher. Mr. Freeman noted there is no guarantee the flood elevations wll not rise and everyone in the Surfside will potentially be effected if a storm event hits the area.

Mr. Kreisl stated the home is very a typical for the Surfside neighborhood, and he reminded the Board to consider the "Conditional Use" slide during the presentation before they vote.

Mr. Heaning stated the home is not that far-fetched based on the condos to the north and south of Surfside Drive. He said it is a shame to turn down the house for seven (7) feet.

Chairman Creyaufmiller stated he is not a fan of approving the Conditional Use because the scale, size, and separation of private use of structure versus visitation use of the structure. He highlighted that he is not sure if it fits the health, safety and welfare of the community.

Mr. Kreisl said he has confidence in the design team in being able to accomplish building the structure without having to go over the height by seven (7) feet.

Ms. Clemons said the Board is strictly approving only the height and not the architecture. She highlighted that it is not up to the government to dictate the size the home can be built. She stated there are two other homes in the neighborhood that exceed the height.

Mr. Albury said time continues to show the flood levels are rising and everyone on the barrier island will eventually have to rebuild.

Ms. Daniel said the double lot will block the neighbor's view, and it is not too much to ask to accommodate a lower height.

Motion was made by Nichelle Clemons, and seconded by Harold Albury to forward a recommendation of approval to the City Commission with the following condition:
1. Prior to the issuance of Building Permit approval, A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be provided.
2. The use of the property be maintained as a single-family residence only and shall not be utilized to accommodate short-term rentals as regulated by section 22-506 of the City's Code of Ordinances.

AYE: John Heaning, Nichelle Clemons, Harold Albury
NAY: Uline Daniel, Anton Kreisl, Chairman Frank Creyaufmiller
Failed

Motion was made by John Heaning, and seconded by Harold Albury to forward a recommendation of approval to the City Commission with the following condition:
1. Prior to the issuance of Building Permit approval, A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be provided.
2. The use of the property be maintained as a single-family residence only and shall not be utilized to accommodate short-term rentals as regulated by section 22-506 of the City's Code of Ordinances.

AYE: Nichelle Clemons, Harold Albury, John Heaning
NAY: Uline Daniel, Anton Kreisl, Chairman Frank Creyaufmiller
Failed

Motion was made by John Heaning, and seconded by Anton Kreisl to table the vote until there are seven (7) Board members present.

AYE: Uline Daniel, Nichelle Clemons, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller
Passed

d. **Site Plan (Development Review and Design Review) - NAPA Auto Parts - 4001 Oleander Avenue**

Mr. Gilmore gave an overview of the application and answered questions from the Board. Mr. Gilmore stated the request is for a site plan to construct an approximately 14,086 square foot auto parts-retail store with associated site improvements. He said the subject parcel has a total of approximately 4.217 acres. Mr. Gilmore said the Future Land Use is GC, General Commercial and the Zoning is C-3, General Commercial. Mr. Gilmore showed the design review elevations and noted the building does not present adequate architectural value to meet the intent of the design guidelines. He highlighted the present design has no architectural roof overhangs, no articulation in building elevations, limited articulation of rooflines and large areas of blank walls. Mr. Gilmore stated NAPA will not be developing the entire site.

Chairman Creyaufmiller said some additional architectural features on the walls will help to upgrade the residential and commercial area.

Mr. Freeman explained investors are looking at what is next to their property. He noted most

design guidelines are currently not being met, and the city does not want box buildings with blank elevations. He stated this could put the city in danger of guaranteeing standards of architecture. Mr. Freeman said he would like to see the start of an effort to identify Fort Pierce with an architectural design the city is proud of.

Mr. Kreisl agreed, and he stated the city needs to be looking forward and little things make a big difference in years to come. Mr. Heaning agreed.

Mr. Albury stated he was extremely pleased the architecture was commented on. He said the improvements have to start somewhere, and the NAPA building needs to integrate into the residential community to the south and east.

Mr. Freeman provided examples of what the Planning Department would like to see including a front elevation like a retail store instead of a warehouse, break points in the roofline, elevation articulation and how the entrance way presents itself to the street.

Michael DePree, Project Engineer from DePree Engineering, stated the development to the south is buffered by lots of trees due to the underdevelopment of the NAPA store site. He said the front elevation is not the street side of the building. Mr DePree stated the Main Street facade sample pictures provided by staff are not feasible for the NAPA store. He highlighted the entryway is recessed for articulation. Mr. DePree noted the area has metal buildings with dirt lots and to the north is an industrial area. Mr. DePree said the discharged treated water will go into Platt's Creek and there will be substantial stormwater runoff on site.

Thomas LaPerriere, Architect of Record, stated he is weighing the needs of the clients, the budget and the esthetics the city is looking for with the surrounding heavy industrial and light industrial uses. He said they tried not to make it a standard warehouse by using split face block columns, elevation change on Oleander Avenue side, modified building material on the facade, and vertical breaks and reveals. Mr. LaPerriere noted that NAPA is used to using pre-engineered metal buildings. He asked for additional clarification for what is needed to make the building acceptable to the Planning department.

Mr. Freeman stated staff wants to engage with the architects to discuss blank areas of wall that need attention and how the building can be broken up through texture and rhythm. He noted the Planning department is not looking for substantial building design. Mr. Freeman suggested they cut down on the volume of the costly facade material and split the elevations out, add striping, and apply paint or color to offset the cost.

Motion was made by Harold Albury, and seconded by John Heaning to forward a recommendation of approval to the City Commission with the following 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 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.
3. Prior to Public Hearing by the City Commission the proposed design of the building shall be amended to incorporate: a. Elevational Articulation. b. Roofline Articulation. c. Breaking up of areas of blank wall.

AYE: Uline Daniel, Nichelle Clemons, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

e. **Final Plat - Villas at Kings Landing - 125 A. E. Backus Avenue**

Mr. Gilmore gave an overview of the application. Mr. Gilmore stated the request is for a Final Plat to subdivide approximately 0.76 acres of land (more or less) into 10 platted lots including one (1) private access tract for the Villas at Kings Landing subdivision. The subject property has a Future Land Use designation of Central Business District (CBD) and a Zoning designation of Planned Development (PD). Mr. Gilmore answered questions from the Board on the site plan changesto increase from eight (8) to ten (10) units, parking, and ingress and egress.

Brad Currie, Applicant Representative from EDC, said the main difference is the orientation of the buildings. The buildings were flipped and the driveways and garages are in the back of the units. He said the units are laid out like custom homes. Mr. Currie answered questions from the Board on sidewalks and parking.

Chairman Creyaufmiller asked if the changes had gone to the Historic Preservation Board and Mr. Freeman said Minor Amendments do not need to go before the Historic Preservation Board.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission with the following condition:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

AYE: Uline Daniel, Nichelle Clemons, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

7. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

8. **DIRECTOR'S REPORT**

Mr. Freeman stated he presented an idea at the August14, 2023 Conference Agenda to look into how we access the development of small lots particularly in Lincoln Park. He suggested proposing a bedrooms per acre density calculation. Mr. Freeman said this will allow for more development potential on small lots by having have more than one home on a lot. The homes would be small, affordable and attainable and will promote homeownership in the city. This will increase housing supply and market demands which will in turn reduce the housing cost. Mr. Freeman highlighted there are 2,000 small residential lots in Lincoln Park and half are vacant. The lots are too small to properly develop to pay for the cost and build out. Mr. Freeman stated this has been very successful in two other communities. In the future, proposed ordinance and zoning changes will be coming forward.

Chairman Creyaufmiller said it could be a convenient and inexpensive way to increase vacation rental properties in the city if the intent is not met.

Mr. Freeman said the Planning department received its first application for the Live Local

affordable housing State Bill 102. The 210 multifamily development is proposed to be off of US Highway 1, north of Tumblin Kling Road. He said the current Zoning and Future Land Use is commercial. The state mandates the application be processed as administratively based on the city's regulations for multifamily residential, if the site is industrial or commercial. The applicant has to show there is a 30-year guarantee the homes are going to be affordable. They have to be designed in accordance with the city's standards, including stormwater, and they can look at a parking reduction, which is state mandated. Mr. Freeman explained the application will be going to the Technical Review Committee on August 17, 2023. There will be no public hearings involved or change in Future Land Use or Zoning. Mr. Freeman concluded the applicant is looking for 100% affordable in the development.

9. BOARD COMMENTS

Chairman Creyaufmiller said the Board needs to operate like it's a Quasi-Judicial hearing by stating what is accurate and stating when you are giving a personal opinion. He said good evidence is needed by using statements that can be validated as being competent and substantial.

Mr. Heaning noted that Board discussion does not need to fit into the Quasi-Judicial category.

Mr. Albury applauded Mr. Freeman for doing his due diligence and guiding the Board in the right direction when they are at a loss for words. Mr. Albury said everything Mr. Freeman said today was "spot on".

Mr. Albury stated this meeting will be his last meeting because he is moving out of the area. Chairman Creyaufmiller wished him well.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Subdivision

Property address or Location 125 A E Backus Avenue, Fort Pierce, FL

Parcel ID #(s) 2410-503-0012-010-9

Project description Request approval for a subdivision plat application for a proposed 10 lot subdivision.

Audubon Development, Inc.	Bradley J. Currie, Vice President, Engineering Design & Const., Inc.
Property Owner(s)	**Applicant/Representative, Title, Company**
PO Box 981	10250 SW Village Pkwy, Suite 201
Street Address	Street Address
Palm Beach, FL 33480	Port St. Lucie, FL 34987
City State Zip	City State Zip
702-592-4200	772-462-2455
Phone Number	Phone Number
dale@audubondevelopment.com	bradcurrie@edc-inc.com
Email Address	Email Address

***Property Owner(s) Acknowledgements:** - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Bradley J. Currie, Auth. Agent

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 11th day of April, 2023, by Bradley J. Currie, (Auth Agent who is personally known to me or has produced _____ as identification.

Patricia M. Desta

Signature of Notary

Notary Public State of Florida
Patricia M Desta
My Commission HH 006694
Expires 08/11/2024

(Seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____Date _____
Comments_____
_____
_____
_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

☐ SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- ☐ A copy of the deed
- ☐ Signed and sealed survey
- ☐ Concurrency application, complete
- ☐ Complete, notarized application

☐ SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- ☐ Street construction plans
- ☐ Water & Sewer system construction plans
- ☐ Stormwater Retention plans
- ☐ Electric Infrastructure plans
- ☐ Gas Infrastructure plans
- ☐ Complete, notarized application

☑ SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ■ A copy of the deed
- ■ Signed and sealed survey
- ■ Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- ■ Complete, notarized application

☐ SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- ☐ Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
  - proposed lots, including acreage, square footage, & dimensions.
  - any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- ☐ Complete, notarized application

Audubon Development, Inc.
PO Box 981
Palm beach, FL 33480

AGENT CONSENT FORM

Project Name: The Villas at King's Landing

Parcel ID: 2410-503-0012-010-9

BEFORE ME THIS DAY PERSONALLY APPEARED Dale Matteson, 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 15th day of February, 2023, by Dale Matteson (Name of Person Acknowledging) who is personally known to me or who has produced n/a (type of identification) as identification and who did (did not) take an oath.

Patricia M. Sesta
Notary Signature

Patricia M. Sesta
Printed Name of Notary

Notary Public State of Florida
Patricia M Sesta
My Commission HH 006694
Expires 08/11/2024
(Notary Seal)

8-11-2024
My commission expires

Owner's Signature

Dale Matteson
Owner's Name

PO Box 981
Street Address

Palm Beach, FL 33480
City, State, Zip

702-592-4200 / ddeb@audubondevelopment.com
Telephone / Email

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5021374 OR BOOK 4804 PAGE 2930, Recorded 04/07/2022 03:20:18 PM Doc
Tax: $0.70

This Instrument Prepared by:

Tanya Earley, City Attorney
City of Fort Pierce
100 N. U.S. 1
Fort Pierce, FL 34950

Tax Parcel Identification No.:
2410-503-0041-020/4
2410-503-0043-000/2
2410-503-0012-010/9
2410-503-0013-000/3
2410-503-0020-000/5
2410-503-0019-000/5
2410-503-0019-010/8
2410-503-0030-000/8
2410-503-0034-000/6
2410-503-0036-010/3
Portion of Avenue B

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 8th day of March, 2022, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, Florida, 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, all those certain parcels of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 2023, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY,
a community redevelopment agency established
pursuant to Florida Statutes Chapter 163

Print Name: Brittany Meredith

Print Name: LaToya Ransom

By: Linda Hudson
Print Name: Linda Hudson
Title: Chair

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 8th day of March, 2022, by Linda Hudson as _____ of the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

Being a parcel of land lying in Block "A", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189 of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said AARON LEE'S MAP OF FORT PIERCE and being a 50.00-foot-wide Public Right-of-Way), a distance of 254.00 feet to the Southwest corner of Lot 2 of said Map of Fort Pierce, said corner being the POINT OF BEGINNING; thence North 18°44'11" West, along the West line of Lots 2 and 1 and East Right-of-Way line of said 2nd Street a distance of 69.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said bulkhead the following (5) courses and distances: North 56°42'22" East, a distance of 44.68 feet; thence North 65° 10'23" East, a distance of 179.28 feet; thence North 74 04'13" East, a distance of 71.16 feet; thence North 63 51'02" East, a distance of 224.31 feet; thence North 61 33'56 East, a distance of 29.63 feet to a point on the Westerly Right-of-Way line of Indian River Drive (s variable width Right-of-Way), as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960; thence South 18 43'54" East, along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 71 18'49" West, along said Easterly prolongation, and the South line of Lot 3, and 2, a distance of 457.21 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL B (NORTH):

Being a parcel of land lying in Block "A" and a portion of Lot 1, Block "B", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said and being a 60.00-foot-wide Public Right-of-Way), a distance of 323.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence continue North 32°17'09" West, a distance of 44.51 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead, said point being the POINT OF BEGINNING; thence North 32°17'09" West, departing said Creek, and along said East Right-of-Way line , a distance of 53.76 feet to a point on the West line of Lot 1, Block "B"; thence North 18°44'11" West, a distance of 67.04 feet to the Northwest corner of said Lot 1, and a point on the South Right-of-Way line of Avenue C (formerly known as Seminole Avenue as shown on said AARON LEE'S MAP OF FORT PIERCE); thence North 71°02'48" East, departing said Northwest corner and along said South Right-of-Way line, a distance of 304.27 feet to the West line of the East 92.7 feet of Lot 1 of Block "A" of said AARON LEE'S MAP OF FORT PIERCE; thence South 18°43'54" East, a distance of 103.40 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said concrete bulkhead the following (4) courses and distances: South 74°39'15" West, a distance of 51.85 feet; thence South 65°37'46" West, a distance of 181.91 feet; thence South 70°48'08" West, a distance of 53.29 feet; thence South 53°00'56" West, a distance of 5.89 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL C (WEST):

A parcel of land being Lots 5 and 6 of Block "E", portions of Lots 7 and 8 of Block "E", a portion of Avenue "B: as shown on AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, together with Lot 1 and the West 3.50 feet of Lot 2 of the New Subdivision Block E of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 192 of the Public Records of St.

Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed South 71°18'49" West, along the Easterly prolongation of the South line of Block "E" and along said South line, a distance of 310.00 feet to the POINT OF BEGINNING: thence continue along said South Block line South 71°25'01" West, a distance of 8.93 feet to a point on the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; thence North 18°21'33" West, along said Easterly Right-of-Way line, a distance of 400.00 feet (to) a point on the North line of Lot 7, said Block "E", said North line also being the South Right-of-Way line of Avenue "B", being formerly known as Tropical Avenue as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE (a 65.00-foot-wide Right-of-Way); thence South 71°18'49" West, a distance of 42.46 feet; thence North 18°49'01" West, a distance of 65.00 feet; thence North 71°18'49"East, a distance of 40.00 feet; thence North 18°49'01" West, a distance of 72.51 feet to a point on the South Top of Bank of Moore's Creek; thence along said South Top of Bank the following (4) courses and distances; North 49°57'34" East, a distance of 64.50 feet; thence North 33°59'38" East , a distance of 70.44 feet; thence North 31°08'29" East, a distance of 82.06 feet; thence North 0°15'54" East, a distance of 14.97 feet to a point on the Westerly Right-of-Way line of the adjusted 2nd Street (a 60.00 -foot-wide Public Right-of-Way); thence South 32°17'09" East, along said Westerly Right-of-Way line, a distance of 320.88 feet to a point on the Westerly Right-of-Way line of 2nd Street as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE; thence South 18°44'11" East, along said Westerly Right-of-Way line, a distance of 8.92 feet to a point on the Southerly line of Lot 1, said Block "E"; thence South 71°18'49" West, along said Southerly line, a distance of 146.50 feet to a point of intersection with a line lying and being 3.50 feet East of and parallel with the West line of Lot 2, said Block "E"; thence South 18°44'11" East, a distance of 50.00 feet to the South line of said Lot 2, said line also being the North line of Lot 3, said Block "E"; thence South 71°18'49" West, along said North Lot line, a distance of 3.50 feet to the West line of said Lot 3; thence South 18°44'11" East, along the West line of Lots 3 and 4 and the Southerly prolongation thereof, a distance of 115.00 feet to a point on a line lying and being 15.00 feet South of and parallel with the Northerly Right-of-Way line of Church Street, formerly know as Palm Terrace on the aforementioned AARON LEE'S MAP OF FORT PIERCE (a 50.00-foot-wide Right-of-Way); thence South 71°18'49" West, along said parallel line, a distance of 100.00 feet to a point of intersection with the Northerly prolongation of the West line of Lot 9, said Block "E"; thence South 18°44'11" East, along said prolongated line and West line of Lot 9 a distance of 185.00 feet to the POINT OF BEGINNING.

BOUNDARY SURVEY

FOR: AUDUBON DEVELOPMENT, INC.

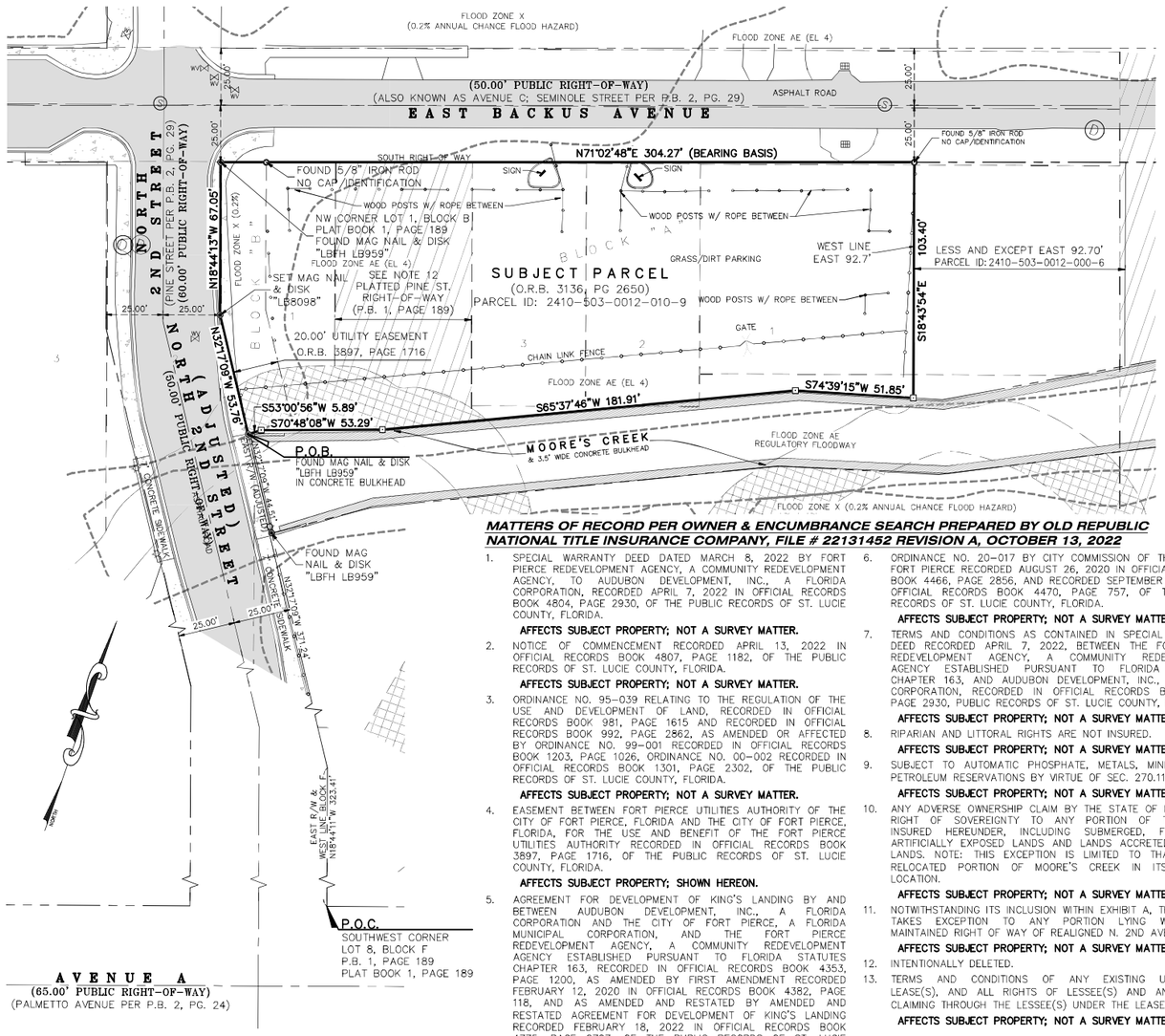
GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

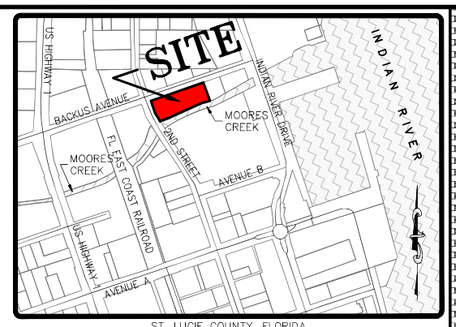
SYMBOL & ABBREVIATION LEGEND:

A	AIR RELEASE VALVE		CONCRETE LIGHT POST	EOW	EDGE OF WATER	FT	FOOT	IR/C	IRON ROD AND CAP	No.	NUMBER	PLS	PROFESSIONAL LAND SURVEYOR		SS	UNDERGROUND SANITARY
AL	ARC LENGTH	CM	CONCRETE MONUMENT	EB	ELECTRIC BOX	FM	FORCE MAIN		IRRIGATION CONTROL VALVE	O.R.B.	OFFICIAL RECORDS BOOK	R	RADIUS		DRN	UNDERGROUND STORM
ASPH	ASPHALT	CPP	CONCRETE POWER POLE (CPP)	EHH	ELECTRIC HAND HOLE (EHH)	FND	FOUND	L	LENGTH	OHW	OVER HEAD WIRES	RGE	RANGE		UNK	UNKNOWN
BFP	BACK FLOW PREVENTER		CONCRETE POWER POLE W/STREET LIGHT	EM	ELECTRIC METER	F	FPL MANHOLE		LIGHT POST	PG	PAGE	RTK	REAL TIME KINEMATIC		UHH	UNKNOWN HANDHOLD
	BENCHMARK (BM) OR GROUND CONTROL POINT (GCP)		CONCRETE SIGNAL LIGHT POLE	ELEC PANEL	ELECTRICAL PANEL	SQ FT.	SQUARE FEET	MAG/D	MAG NAIL MAG BRAND NAIL	PCN	PARCEL CONTROL NUMBER	RWV	RECLAIMED WATER VALVE		RISER BOX	UNKNOWN RISER BOX
CATV	CABLE RISER	CMP	CORRUGATED METAL PIPE	EL./ELEV.	ELEVATION	GAS	GAS VALVE	M	MAILBOX	PK NAIL	PARKER-KALON NAIL	RLS	REGISTERED LAND SURVEYOR		U	UNKNOWN TYPE MANHOLE
(C)	CALCULATED		CURB INLET	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	GIS	GEOGRAPHIC INFORMATION SYSTEMS	MHWL	MEAN HIGH WATER LINE	PK/D	PARKER-KALON NAIL & DISK	RCP	REINFORCED CONCRETE PIPE		VCP	VITRIFIED CLAY PIPE
	CATCH BASIN		DECORATIVE LIGHT POST	F.O.	FIBER OPTIC	GND	GROUND	MLWL	MEAN LOWER WATER LINE	PRM	PERMANENT REFERENCE MONUMENT	R/W	RIGHT-OF-WAY		W	WATER SERVICE METER (WM)
	CENTERLINE	(D)	DEED	FOHH	FIBER OPTIC HAND HOLE	H	HANDICAP		METAL LIGHT POST	P.B.	PLAT BOOK	R/C	ROD AND CAP		WV	WATER VALVE (WV)
COR	CERTIFIED CORNER RECORD	D.B.	DEED BOOK	FIBER RISER	FIBER OPTIC MARKER	HDPE	HIGH DENSITY POLYETHYLENE PIPE		METAL POWER POLE	(P)	PLAT DATA	S	SANITARY MANHOLE		WM	WELL
CLF	CHAIN LINK FENCE	Δ	DELTA/CENTRAL ANGLE	(M)	FIELD MEASURED	HWF	HOG WIRE FENCE	MP	METAL PIPE	P.O.B.	POINT OF BEGINNING	SV	SANITARY VALVE		WF	WOOD FENCE
CHD.	CHORD	ø	DIAMETER (DIA.)	F.F.E.	FINISHED FLOOR ELEVATION		HYDRANT	MON	MONUMENT	POC	POINT OF COMMENCEMENT	SEC	SECTION			WOOD POLE STREET LIGHT
CO O	CLEAN OUT	D	DRAINAGE MANHOLE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	IN	INCH	N/D	NON-DESCRIPT NAIL AND DISK	P.C.	POINT OF CURVATURE		PROPERTY CORNER			WOOD POWER POLE
COMM RISER	COMMUNICATION RISER	DIP	DUCTILE IRON PIPE	FPL	FLORIDA POWER AND LIGHT	INV	INVERT	N.R.	NON-RADIAL	P.T.	POINT OF TANGENCY		RIGHT-OF-WAY CONTROL			
CONC	CONCRETE	EOP	EDGE OF PAVEMENT			IP	IRON PIPE	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	P.O.T.	POINT OF TERMINUS		SIGN			
						IR	IRON ROD			PVC	POLYVINYL CHLORIDE					



MATTERS OF RECORD PER OWNER & ENCUMBRANCE SEARCH PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE # 22131452 REVISION A, OCTOBER 13, 2022

1. SPECIAL WARRANTY DEED DATED MARCH 8, 2022 BY FORT PIERCE REDEVELOPMENT AGENCY, A COMMUNITY REDEVELOPMENT AGENCY, TO AUDUBON DEVELOPMENT, INC., A FLORIDA CORPORATION, RECORDED APRIL 7, 2022 IN OFFICIAL RECORDS BOOK 4804, PAGE 2930, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
2. NOTICE OF COMMENCEMENT RECORDED APRIL 13, 2022 IN OFFICIAL RECORDS BOOK 4807, PAGE 1182, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
3. ORDINANCE NO. 95-039 RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND, RECORDED IN OFFICIAL RECORDS BOOK 981, PAGE 1615 AND RECORDED IN OFFICIAL RECORDS BOOK 992, PAGE 2862, AS AMENDED OR AFFECTED BY ORDINANCE NO. 99-001 RECORDED IN OFFICIAL RECORDS BOOK 1203, PAGE 1026, ORDINANCE NO. 00-002 RECORDED IN OFFICIAL RECORDS BOOK 1301, PAGE 2302, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
4. EASEMENT BETWEEN FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA AND THE CITY OF FORT PIERCE, FLORIDA, FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 3897, PAGE 1716, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
   AFFECTS SUBJECT PROPERTY; SHOWN HEREON.
5. AGREEMENT FOR DEVELOPMENT OF KING'S LANDING BY AND BETWEEN AUDUBON DEVELOPMENT, INC., A FLORIDA CORPORATION AND THE CITY OF FORT PIERCE, A FLORIDA MUNICIPAL CORPORATION, AND THE FORT PIERCE REDEVELOPMENT AGENCY, A COMMUNITY REDEVELOPMENT AGENCY ESTABLISHED PURSUANT TO FLORIDA STATUTES CHAPTER 163, RECORDED IN OFFICIAL RECORDS BOOK 4353, PAGE 1200, AS AMENDED BY FIRST AMENDMENT RECORDED FEBRUARY 12, 2020 IN OFFICIAL RECORDS BOOK 4382, PAGE 118, AND AS AMENDED AND RESTATED BY AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING RECORDED FEBRUARY 18, 2022 IN OFFICIAL RECORDS BOOK 4775, PAGE 2707, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
6. ORDINANCE NO. 20-017 BY CITY COMMISSION OF THE CITY OF FORT PIERCE RECORDED AUGUST 26, 2020 IN OFFICIAL RECORDS BOOK 4466, PAGE 2856, AND RECORDED SEPTEMBER 3, 2020 IN OFFICIAL RECORDS BOOK 4470, PAGE 757, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
7. TERMS AND CONDITIONS AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED APRIL 7, 2022, BETWEEN THE FORT PIERCE REDEVELOPMENT AGENCY, A COMMUNITY REDEVELOPMENT AGENCY ESTABLISHED PURSUANT TO FLORIDA STATUTES CHAPTER 163, AND AUDUBON DEVELOPMENT, INC., A FLORIDA CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 4804, PAGE 2930, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
8. RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
9. SUBJECT TO AUTOMATIC PHOSPHATE, METALS, MINERALS AND PETROLEUM RESERVATIONS BY VIRTUE OF SEC. 270.11(1), F.S.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
10. ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LANDS INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS AND LANDS ACCRETED TO SUCH LANDS. NOTE: THIS EXCEPTION IS LIMITED TO THAT CERTAIN RELOCATED PORTION OF MOORE'S CREEK IN ITS CURRENT LOCATION.
    AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
11. NOTWITHSTANDING ITS INCLUSION WITHIN EXHIBIT A, THIS REPORT TAKES EXCEPTION TO ANY PORTION LYING WITHIN THE MAINTAINED RIGHT OF WAY OF REALIGNED N. 2ND AVENUE.
    AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
12. INTENTIONALLY DELETED.
13. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).
    AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.



ST. LUCIE COUNTY, FLORIDA

VICINITY MAP

NO SCALE

LEGAL DESCRIPTION:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE , A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

SURVEYORS NOTES AND REPORT:

1. THIS BOUNDARY SURVEY WAS PERFORMED FOR THE PURPOSE OF MAPPING EXISTING FEATURES AND CONDITIONS, AS SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON SEPTEMBER 28, 2022. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SURVEY MAP AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ORIGINAL ELECTRONIC SIGNATURE. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC.. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
3. THE LAST DATE OF FIELD WORK (AND DATA ACQUISITION) WAS SEPTEMBER 28, 2022.
4. LEGAL DESCRIPTION(S) AND MATTERS OF RECORD HEREON SHOWN IN REFERENCE TO OWNER & ENCUMBRANCE PROPERTY INFORMATION REPORT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY PREPARED FOR DEAN MEAN MINTON & MOORE, HAVING A SEARCH DATE OF OCTOBER 13, 2022; AGENT FILE NUMBER 037720/085362.
5. PARCEL(S) CONTAIN A TOTAL OF 0.76 ACRES, MORE OR LESS.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (1990).
7. UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS, AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY, UNLESS FEATURES WERE VISIBLE AT THE SURFACE LEVEL.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH AND REFERENCE TO THE LINE LABELED HEREON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN INTERNATIONAL FEET AND DECIMAL PARTS THEREOF.
10. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLE'S "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
11. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
12. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES, AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
13. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
14. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN FLOOD ZONE X, FLOOD ZONE X (0.2% ANNUAL FLOOD CHANCE) AND FLOOD ZONE AE-4' AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0179K, HAVING AN EFFECTIVE DATE OF FEBRUARY 19, 2020. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE:

ENGINEERS & SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DRAWN BY	EPT
CHECKED BY	MTO
FILENAME	22-310 Boundary.dwg
LAYOUT	
SCALE	AS SHOWN
DATE	March 28, 2023

REVISION COMMENTS

DATE

BOUNDARY SURVEY
FOR: AUDUBON DEVELOPMENT, INC.

RECORD INFORMATION
SEC. 10, TWNSHP. 35 SOUTH, RGE. 40 EAST
SAINT LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

22-310

1 OF 1

"EDC/2022/22-310 - Project Landing - The Box/_Internal/AUDUBON DEVELOPMENT, INC/Dwg - ETPS/Boundary/22-310 Boundary.dwg, 4/3/2023 1:31 PM, TIMEDOMAIN\tmowen"
THIS DOCUMENT IS NOT TO BE USED WITHOUT THE CONSENT AND AGREEMENT OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. (EDC, INC.). THIS DOCUMENT 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 ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

ENGINEERS SURVEYORS ENVIRONMENTAL

LETTER OF JUSTIFICATION

Villas @ Kings Landing
April 11, 2023

Subdivision Plat Application

REQUEST

On behalf of the Petitioner, Engineering, Design, & Construction, Inc. (EDC) is requesting approval of a 10-lot subdivision plat for a project to be known as Villas @ Kings Landing. The site totals approximately 0.69 acres +/- and is located south of A E Backus Avenue and north of Moore's Creek in Fort Pierce, Florida.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject parcels are identified in the below table:

Parcel ID	Current FLU	Current Zoning
2410-503-0012-010-9	CBD	PD

The parcels are owned by the applicant, Audubon Development, Inc. and are currently cleared and undeveloped. The subject parcels have a Future Land Use designation of Central Business District (CBD) and an underlying Zoning designation of Planned Development (PD).

The applicant is proposing a 10-lot residential subdivision. Construction plans are currently under review by the City of Fort Pierce as part of the DPCR process. Included with this submittal, please find:

1) Subdivision Plat Application
2) Agent Authorization
3) Property Deed
4) Survey
5) Plat

Based on the above and attached information, the applicant respectfully requests approval of the proposed application.

Z:\EDC-2022\22-310 - Kings Landing - Charleston Homes\ENGINEERING\Documents\Submittal Documents\Justification Statement\2023-04-11_Villas_@_Kings_Landing_Subidivision_Plat_Narrative_22-310.docx

August 2, 2023

City of Fort Pierce
Attn: Building Department
100 North US 1
Fort Pierce, FL 34950

via Core Share

Re: The Villas at Kings Landing – Plat Application
Response to Comments

To Whom It May Concern:

On behalf of our client, please find the attached response to comments received via email on August 2, 2023 for a project known as Villas at Kings Landing Plat. Each comment is identified below followed by a response in ***bold italics***.

City Engineering

1) Update Page 1 of the plat to reference Sara Hedges, Interim City Attorney as opposed to Tanya Earley.

RESPONSE: Please see revised plat. This has been addressed.

2) The Engineers Estimate of Construction Cost is approved.

RESPONSE: Acknowledged.

3) Address Northstar Geomatics comments dated July 31, 2023 and attached for your reference.

RESPONSE: Northstar comments are addressed above and on the revised material included in this response.

Northstar

1) Permanent reference momuments at every corner with appropriate symbol or designation (LB or LS Number) prior to platting. Westerly corner of Lot 2. 177.091(7) **Update symbol based on legend. It appears you have the PCP symbol set and not the PRM symbol.**

RESPONSE: The monument set is a magnetic nail & disk, as it is set in the sidewalk. A label has been added to the plat indicating that the disk will be stamped with "PRM" to indicate that it is a plat corner.

2) Schedule PRM inspections directly with Northstar Geomatics, Inc. Please provide 5 business days in advance with at least 3 different times available to meet at project site. **Mylars cannot be signed by Surveyor until the PRM inspection is completed and approved.**

RESPONSE: EDC is currently coordinating the PRM inspection, which will be

complete as soon as possible.

3) Permanent control points and road centerline must be shown 177.091(8).
RESPONSE: A centerline has been added to the access tract, as well as PCPs along said centerline.

4) Name of all streets must be shown. 177.091(15) (Private Access Road if the City has named it as a street).
RESPONSE: The centerline created per the previous comment has been labelled "King's Lane" at the direction of the client.

5) A written response to each item above is required prior to next review..
RESPONSE: Acknowledged.

We feel the attached adequately addresses staff comments and respectfully request the approval of this application. If you have any questions regarding this application, the attached documents, or the project, please contact our office.

Respectfully,
ENGINEERING DESIGN & CONSTRUCTION, INC.

David C. Baggett, P.E.
Sr. Project Engineer

cc: Dale Matteson – Audubon Development

Z:\EDC-2022\22-310 - Kings Landing - Charleston Homes\ENGINEERING\Documents\Submittal Documents\Comment Response Letter\2023-08-02_City_FP_Villas_Plat_Rsp2Cmts_Ltr_22-310.docx

VILLAS AT KINGS LANDING

BEING A REPLAT OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, LYING AND BEING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____
DOCKET NO._____

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP & DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

AUDUBON DEVELOPMENT, INC., A FLORIDA PROFIT CORPORATION, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DOES HEREBY AFFIRM AS FOLLOWS:

1. THE PRIVATE ACCESS TRACT, SHOWN HEREON AS KING'S LANE, IS HEREBY DEDICATED TO AND IS THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE VILLAS AT KINGS LANDING COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT, AND ITS SUCCESSORS AND/OR ASSIGNS.
2. THE DRAINAGE TRACT, SHOWN HEREON IS HEREBY DEDICATED TO AND IS THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE VILLAS AT KINGS LANDING COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT, AND ITS SUCCESSORS AND/OR ASSIGNS.
2. THE UTILITY EASEMENT (U.E.) AS SHOWN HEREON, IS HEREBY DEDICATED TO THE PUBLIC FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, INCLUDING WATER, AND SEWER, AS WELL AS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES.
3. THE DRAINAGE EASEMENT (D.E.) AS SHOWN HEREON, IS HEREBY DEDICATED TO VILLAS AT KINGS LANDING COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS, FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE STRUCTURES, PIPES, AND OTHER APPURTENANCES. SAID EASEMENT IS THE MAINTENANCE RESPONSIBILITY OF SAID ENTITY, ITS SUCCESSORS AND/OR ASSIGNS.
4. THE SIDEWALK EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR THE INSTALLATION, MAINTENANCE, AND USE OF THE PUBLIC FOR PEDESTRIAN TRAFFIC.

IN WITNESS WHEREOF, AUDUBON DEVELOPMENT, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____ THIS _____ DAY OF _____, 2023.

AUDUBON DEVELOPMENT, INC., A FLORIDA PROFIT CORPORATION

BY: _____

PRINTED NAME: _____

TITLE: _____

WITNESS

_____

_____
PRINTED NAME

WITNESS

_____

_____
PRINTED NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY _____ AS _____ FOR AUDUBON DEVELOPMENT, INC..

_____
NOTARY SIGNATURE
PRINT NAME: _____
NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRES: _____
☐ PERSONALLY KNOWN OR ☐ PRODUCED IDENTIFICATION

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF _____

VILLAS AT KINGS LANDING COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT, HEREBY ACCEPTS THE DEDICATIONS AS STATED AND SHOWN HEREON.

DATED THIS _____ DAY OF _____, 2023.

BY: _____
PRINT NAME: _____
TITLE: _____

BY: _____
PRINT NAME: _____
TITLE: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY _____ AS _____ FOR VILLAS AT KINGS LANDING COMMUNITY ASSOCIATION, INC..

_____
NOTARY SIGNATURE
PRINT NAME: _____
NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRES: _____
☐ PERSONALLY KNOWN OR ☐ PRODUCED IDENTIFICATION

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, DEAN, MEAD, MINTON & MOORE, MEMBERS OF THE FLORIDA BAR, IN RELIANCE UPON THAT CERTAIN TITLE SEARCH REPORT DATED _____, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, HEREBY CERTIFY THAT AS OF _____, 20___, AT _____:

1. APPARENT RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE ENTITIES AND/OR PERSONS EXECUTING THE DEDICATION HEREON.

2. ALL RECORDED MORTGAGES, NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREON ARE LISTED AS FOLLOWS:

   NONE

PURSUANT TO FLORIDA STATUTE 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 20___.

DATED THIS _____ DAY OF _____, 20_____.

DEAN, MEAD, MINTON & MOORE

BY: _____
W. LEE DOBBINS, VICE PRESIDENT
1903 S. 25TH ST. SUITE 200
FT. PIERCE, FL 34947
FLORIDA BAR NO. 988138

SURVEYORS REVIEW CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, FLORIDA STATUTES.

THIS _____ DAY OF _____, 2023.

BY _____
PRINT NAME: _____
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. _____

PLANNING & ZONING APPROVAL

IT IS HEREBY CERTIFIED THAT THE PLAT MEETS THE REQUIREMENTS OF THE CENTRAL BUSINESS ZONING DISTRICT (CBD), AS SET FORTH IN SECTION 125-194 OF THE CITY OF FORT PIERCE LAND DEVELOPMENT CODE.

THIS _____ DAY OF _____, 2023.

BY _____
PRINT NAME: _____
DIRECTOR OF PLANNING
CITY OF FORT PIERCE, FLORIDA

CITY ATTORNEY

IT IS HEREBY CERTIFIED THAT THE FORGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

THIS _____ DAY OF _____, 2023.

BY: _____
SARA HEDGES, INTERIM CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA

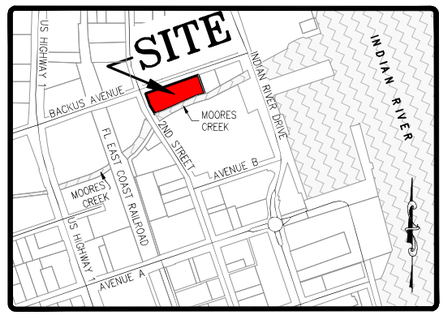
CITY COMMISSION CERTIFICATE

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____, 2023.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX, CITY CLERK



SITE MAP
NOT TO SCALE

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED OF RECORD IN PLAT BOOK _____, PAGES _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF_____, 2023.

_____
MICHELLE R. MILLER
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

BY: _____

CLERK OF CIRCUIT COURT SEAL

SURVEYOR'S CERTIFICATE

I, MICHAEL T. OWEN, DO HEREBY CERTIFY THAT (A) THIS PLAT OF VILLAS AT KINGS LANDING IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; (B) SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; (C) ALL PERMANENT REFERENCE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND (D) THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF FORT PIERCE.

DATED THIS _____ DAY OF _____, 2023.

_____
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5556
EDC, INC.
LB#8098
10250 SW VILLAGE PARKWAY
PORT ST. LUCIE, FLORIDA 34987

SURVEYOR SEAL

NOTES:

1. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH RIGHT-OF-WAY LINE OF EAST BACKUS AVENUE, HAVING A BEARING OF N71°02'45"E.
3. PLAT CONTAINS 0.76 ACRES, MORE OR LESS.
4. ALL TRACT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177, F.S.

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL
PORT SAINT LUCIE
10250 SW VILLAGE PARKWAY SUITE 201
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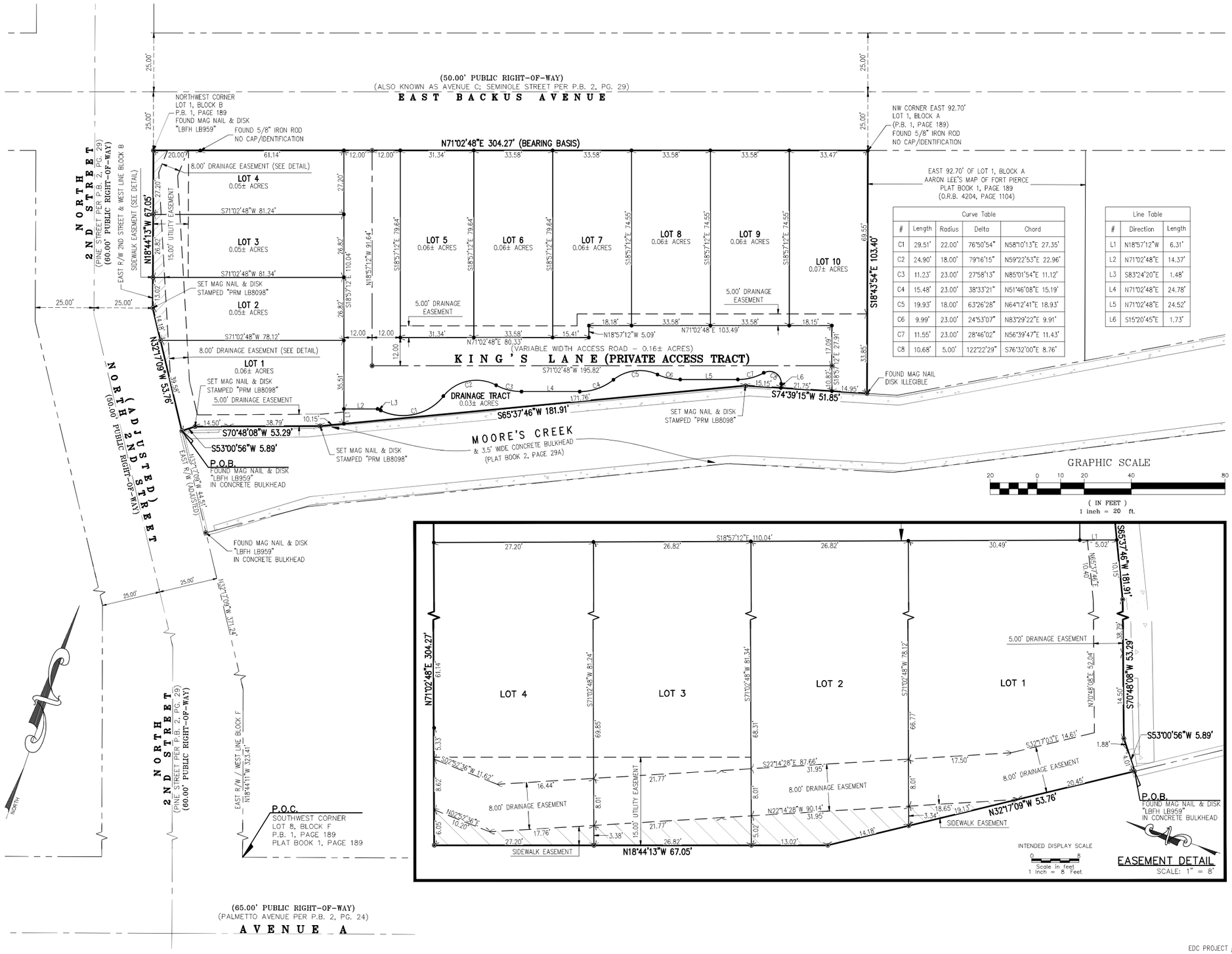
Z:\EDC-2022\22-310 - Kings Landing - Charleston Homes\SURVEY\Dwg - PDP\Plat\22-310 Plat (8x35x23).dwg, 8/4/2023 12:52 PM

VILLAS AT KINGS LANDING

BEING A REPLAT OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, LYING AND BEING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____
DOCKET NO._____



Curve Table				
#	Length	Radius	Delta	Chord
C1	29.51'	22.00'	76°50'54"	N58°10'13"E 27.35'
C2	24.90'	18.00'	79°16'15"	N59°22'53"E 22.96'
C3	11.23'	23.00'	27°58'13"	N85°01'54"E 11.12'
C4	15.48'	23.00'	38°33'21"	N51°46'08"E 15.19'
C5	19.93'	18.00'	63°26'28"	N64°12'41"E 18.93'
C6	9.99'	23.00'	24°53'07"	N83°29'22"E 9.91'
C7	11.55'	23.00'	28°46'02"	N56°39'47"E 11.43'
C8	10.68'	5.00'	122°2'29"	S76°32'00"E 8.76'

Line Table		
#	Direction	Length
L1	N18°57'12"W	6.31'
L2	N71°02'48"E	14.37'
L3	S83°24'20"E	1.48'
L4	N71°02'48"E	24.78'
L5	N71°02'48"E	24.52'
L6	S15°20'45"E	1.73'

LEGEND

⊡	INDICATES (P.R.M.) PERMANENT REFERANCE MONUMENT SET 5/8" IRON ROD & CAP STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED
◉	INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" UNLESS OTHERWISE NOTED
●	INDICATES TRACT CORNER 5/8" IRON & CAP STAMPED "LB 8098"
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
L.S.	LAND SURVEYOR
L.B.	LICENSED BUSINESS
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
FD	FOUND
CM	CONCRETE MONUMENT
IR	IRON ROD
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
U.E.	UTILITY EASEMENT
R/W	RIGHT-OF-WAY
(NR)	NON-RADIAL
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
Δ/D	CURVE CENTRAL ANGLE/DELTA
R	RADIUS
L	CURVE LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL
PORT SAINT LUCIE
10250 SW VILLAGE PARKWAY SUITE 201
PORT SAINT LUCIE, FL 34987
772-340-4990
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

Z:\EDC\2022\22-310 - Kings Landing - Charleston Homes\SURVEY\Dwg - PDP\Plat\22-310 Plat (08-03-23).dwg, 8/4/2023 12:52 PM

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Final Plat - Villas at Kings Landing - 125 A. E. Backus Avenue

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 20th, 2023

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: **DATE:** August 24th, 2023

City Commission Meeting & Budget Hearing - 5:05 pm **13. b.**

Meeting Date: 09/05/2023

Re: Millcreek Major Future Land Use - Adoption Hearing

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 23-010 review and adoption of a Future Land Use Map Amendment of four (4) parcels of land to change the future land use designations from St. Lucie County designations of Residential High (RH), Residential Medium (RM), and General Commercial (CG) to City designations of Medium Density Residential (RM) (+/- 58.84 Acres) and Mixed-Use Development (MXD) (+/- 21.84 Acres), generally located north of Orange Avenue and west of N 41st Street, Millcreek. Parcel ID's: 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, 2407-221-0001-000-1 and 2407-211-0001-000-0. SECOND READING

SUMMARY:

This item requests the review and adoption of a Major Future Land Use Map Amendment (23-01ESR).

Staff are requesting a review of a Future Land Use Map Amendment of four (4) parcels of land to change the future land use designations from St. Lucie County designations of Residential High (RH), Residential Medium (RM), and General Commercial (CG) to City designations of Medium Density Residential (RM) (+/- 58.84 Acres) and Mixed-Use Development (MXD) (+/- 21.84 Acres). Parcel ID's: 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, 2407-221-0001-000-1 and 2407-211-0001-000-0 as submitted by the agent for the applicant Redtail DG.

The proposed major Future Land Use Map Amendment (FLUMA) was approved by City Commission at its February 6th, 2023 Regular City Commission meeting. The application was transmitted for review by the Department of Economic Opportunity (DEO), now the Department of Commerce, and other State agencies, as required under the provisions of FL State Statute 163.3184(3).

The Department of Economic Opportunity reviewed the application under the expedited state review process (Amendment No. 23-01ESR). The City were notified that the DEO had no comment on the proposed amendment on March 17th, 2023.

Other State Agencies recommended approval of the application. Certain Agencies included 'Technical Comments', which staff have included within the agenda item.

This second public hearing to consider the adoption of the Major FLUMA, must be held within 180 days of the receipt of agency comments (dated March 17th, 2023) or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section

163.3184{3){c)l., F.S.

This hearing is within the required 180-day period.

The adopted amendment must be rendered to the Department. Under Section 163.3184(3){c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

RECOMMENDATION:

Staff recommends that the City Commission ADOPT the proposed FLUMA and authorize the Planning Director to notify the Department of Commerce of the action.

ALTERNATIVES:

1. Adopt with changes.

or

2. Not Adopt.

RESPONSIBLE STAFF:

Kevin Freeman, Planning Director

COORDINATED WITH:

Technical Review Committee (July 2022),
City Planning Board (December 2022)

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Staff Presentation - Report
Ordinance
Application Packet
State Agency Comments
TRC Responses
Mail Out List
Public Notification Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/28/2023 02:55 PM

Form Started By: Kev Freeman
Started On: 06/20/2023 11:21 AM
Final Approval Date: 08/28/2023

CITY OF FORT PIERCE

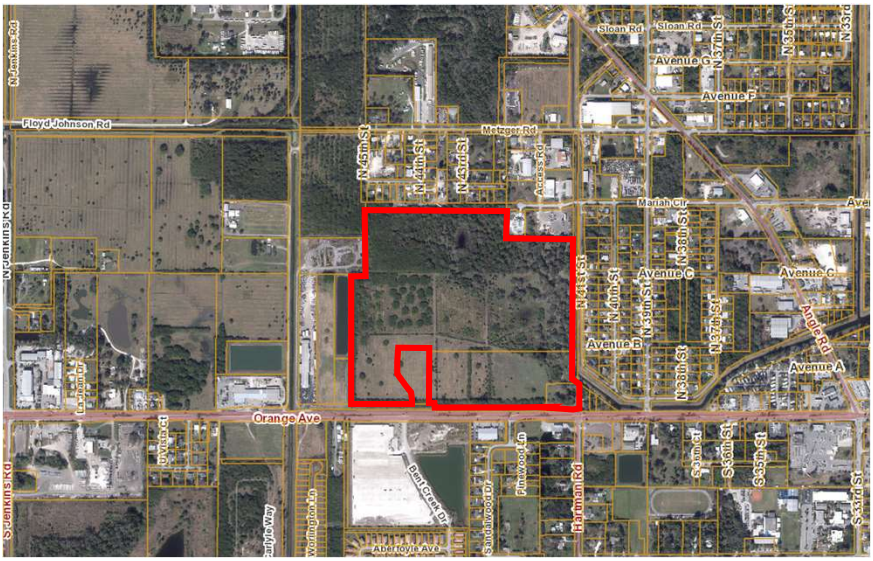
CITY COMMISSON

SEPTEMBER 5th, 2023

MILLCREEK FLUMA (4 PARCELS) ADOPTION - SECOND HEARING

1

SITE LOCATION



SITE AREA /- 80.7 Acres

MILLCREEK – FLUMA

2

SUMMARY

This item requests the review and adoption of a Future Land Use Map Amendment (23-01ESR), of four (4) parcels change the future land use designations from St. Lucie County designations of Residential High (RH), Residential Medium (RM), and General Commercial (CG) to City designations of Medium Density Residential (RM) (+/- 58.84 Acres) and Mixed-Use Development (MXD) (+/- 21.84 Acres).

PARCEL ID #(S):

Comprises the following four (4) parcels, 2407-124-0001-000-3, 2407-134-0001-000-4, 2407-144-0001-000-5, & 2408-233-0001-000-1, totaling approximately 80.7 acres

3

APPLICANT

REDTAIL DG. Tod Mowery. todm@redtaildg.com

PROPERTY OWNER(S)

FM Millcreek Holding LLC, Millcreek Orange Avenue LLC, and Orange Avenue Development LLC.

4

BACKGROUND

The Planning Board recommended approval of the FLUMA request at their December 12th, 2022, meeting.

The City Commission approved the application for transmittal at its February 6th, 2023, Regular City Commission meeting.

The application was transmitted for review by the Department of Economic Opportunity (DEO), now titled the Department of Commerce, and other State agencies, as required under the provisions of FL State Statute 163.3184(3), on February 15th, 2023.

5

STATE REVIEW RESPONSES

The Department of Economic Opportunity reviewed the application under the expedited state review process (Amendment No. 23-01ESR). The City were notified that the DEO had no comment on the proposed amendment on March 17th, 2023. Other State Agencies recommended approval of the application, some included 'Technical Assistance' comments.

6

AGENCY COMMENTS

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

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TECHNICAL ASSISTANCE COMMENTS

DEPARTMENT OF TRANSPORTATION (1)

The City's amendment package for the annexed area does not contain companion amendments to the Transportation and Capital Improvements Elements for the Comprehensive Plan to be internally consistent and reflect the Jenkins Road Area Plan and other relevant long-term transportation facilities and services (funded and unfunded) needed to accommodate the demands generated by the recommended future land uses at the City adopted level of service standards.
The Jenkins Road Area Plan created by St. Lucie County can provide the City a highly connected network of streets to support growth without overburdening important state and regional roadways.

The Department recommends the City amend the Transportation and Capital Improvements Elements prior to adoption of the amendment to incorporate the Jenkins Road Area Plan network and other relevant long-term transportation facilities and services (funded and unfunded).

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TECHNICAL ASSISTANCE COMMENTS

DEPARTMENT OF TRANSPORTATION (2)

As a Mixed-use Development land use category, other allowable uses can be utilized in combination with retail. It is unclear if the development will be limited to a minimum of 40 percent of the total floor area for Residential use as part of this amendment, as stated in the traffic study. The currently adopted 2020 Future Land Use Element appears to have omitted the minimum residential use requirement stated in the February 2011 version of the Future Land Use Element. Without the minimum requirement for residential use, the trip generation could be significantly higher and adversely impact the system roadway network. The land use mix in the Mixed-use designation portion of the development could change following the adoption of the amendment, creating previously unreviewed traffic impacts by review agencies.

The applicant has been advised of the comments. The maximum density for the development is controlled by the Future Land Use (FLU) Categories. The FLUMA amendment results in a significant reduction in commercial floorspace. The applicant will be required to demonstrate trip generation and adequate roadway capacity at Final Site Plan.

MILLCREEK – FLUMA

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TECHNICAL ASSISTANCE COMMENTS

DEPARTMENT OF TRANSPORTATION (2)

The Department recommends including confirmation that 40 percent residential use is required for the Mixed use Development land use. Additionally, we recommend the City establish a maximum trip generation threshold for the development as part of the amendment, which considers the impact of traffic on the surrounding roadway network. This should ensure that future changes in the proposed development's land use proportion/ratio in the Mixed-use designation will require reevaluation to assess any unforeseen significant impacts to the transportation system.

The applicant has been advised of the comments. The maximum density for the development is controlled by the Future Land Use (FLU) Categories. The FLUMA amendment results in a significant reduction in commercial floorspace. The applicant will be required to demonstrate trip generation and adequate roadway capacity at Final Site Plan.

MILLCREEK – FLUMA

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TECHNICAL ASSISTANCE COMMENTS

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

The Town is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Upper East Coast (UEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the UEC Water Supply Plan Update on November 10, 2021. Therefore, the Town's Work Plan needs to be updated and adopted by May 2023. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands. Planning tools are available on the District's website for your use and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are located at this link: https://www.sfwmd.gov/doing-business-with-us/work-plans.

The FPUA and the applicant has been advised of the comments. No response has been received from the FPUA.

MILLCREEK – FLUMA

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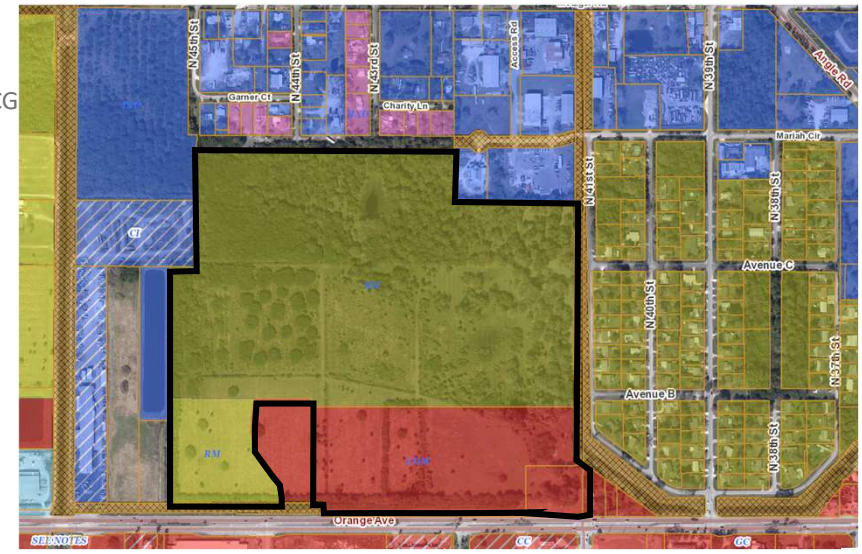
EXISTING FUTURE LAND USE - ST.LUCIE COUNTY RH, RM, COM

NORTH: County MXD, IND
SOUTH: County COM, City CG
EAST: County RS-4, COM
WEST: City CI, I, County IL

High Density = 56.66 Ac

Medium Density = 6.0 Ac

Commercial = 18.04 Ac



SITE AREA +/- 80.7 Acres

MILLCREEK – FLUMA

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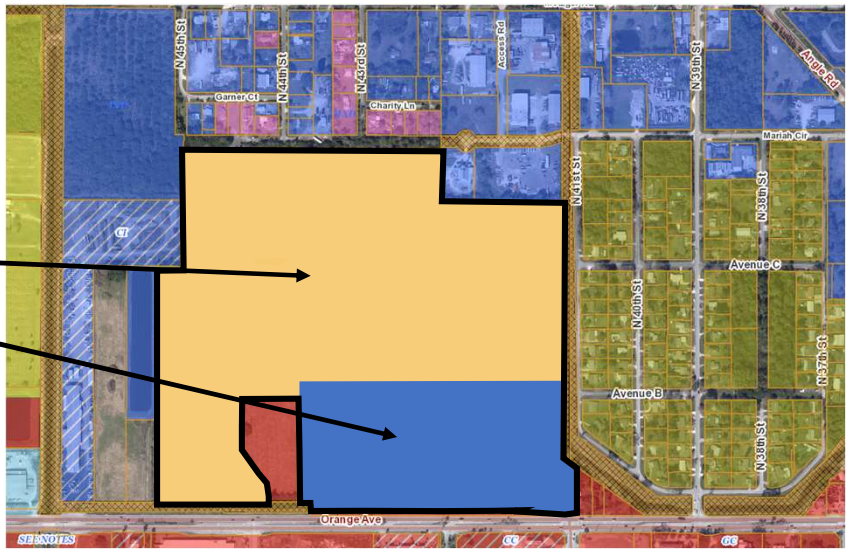
PROPOSED FUTURE LAND USE - CITY OF FORT PIERCE

Medium Density = 58.84 Ac

Mixed Use = 21.84 Ac



MILLCREEK – FLUMA

13

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	6	261,360.0

	FLU	RESIDENTIAL MAX DENSITY	RESIDENTIAL MAX UNITS	COMMERCIAL FAR	COMMERCIAL MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL MEDIUM (RM)	9	54	0.0	0.0 SQ.FT
PROPOSED	MEDIUM DENSITY RESIDENTIAL (RM)	12	72	0.0	0.0 SQ.FT
INCREASE / (DECREASE)		18			0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	3.8	165,528.0

	FLU	RESIDENTIAL MAX DENSITY	RESIDENTIAL MAX UNITS	COMMERCIAL FAR	COMMERCIAL MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL HIGH (RH)	15	57	0.0	0.0 SQ.FT
PROPOSED	MIXED USE DEVELOPMENT (MXD)	15	57	1.5	248,292.0 SQ.FT
INCREASE / (DECREASE)		0			248,292.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	18.04	785,822.4

	FLU	RESIDENTIAL MAX DENSITY	RESIDENTIAL MAX UNITS	COMMERCIAL FAR	COMMERCIAL MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL MEDIUM (RM)	9	162	0.0	0.0 SQ.FT
PROPOSED	MEDIUM DENSITY RESIDENTIAL (RM)	12	216	0.0	0.0 SQ.FT
INCREASE / (DECREASE)		54			0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	52.86	2,302,581.6

	FLU	RESIDENTIAL MAX DENSITY	RESIDENTIAL MAX UNITS	COMMERCIAL FAR	COMMERCIAL MAX FLOORSPACE
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	5,756,454.0 SQ.FT
PROPOSED	MIXED USE DEVELOPMENT (MXD)	15	792	1.5	3,453,872.4 SQ.FT
INCREASE / (DECREASE)		792			(2,302,581.6) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

RESIDENTIAL: + 864 units

COMMERCIAL: - 2,054,289 sq.ft

MILLCREEK – FLUMA

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ANALYSIS OF SPRAWL – FL Statutes 163.3177

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses. - **NO**

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development. - **NO**

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments. - **NO**

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems. - **NO**

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils. - **NO**

(VI) Fails to maximize use of existing public facilities and services. - **NO**

(VII) Fails to maximize use of future public facilities and services. - **NO**

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government. - **NO**

(IX) Fails to provide a clear separation between rural and urban uses. - **NO**

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities. - **NO**

(XI) Fails to encourage a functional mix of uses. - **NO**

(XII) Results in poor accessibility among linked or related land uses. - **NO**

(XIII) Results in the loss of significant amounts of functional open space. - **NO**

MILLCREEK – FLUMA

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ANALYSIS OF SPRAWL – FL Statutes 163.3177

b. The future land use element or plan amendment shall be determined to discourage the proliferation of urban **sprawl** if it incorporates a development pattern or urban form that achieves four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems. - **YES**

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services. - **YES**

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available. - **YES**

(IV) Promotes conservation of water and energy. - **YES**

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils. N/A

(VI) Preserves open space and natural lands and provides for public open space and recreation needs. N/A

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area. - **YES**

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164. - **YES**

MILLCREEK – FLUMA

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DATA & ANALYSIS

Additional Information

The properties/parcels were annexed into the City of Fort Pierce by two separate ordinances, with final action being taken February 6, 2023:
Ordinance 23-005 Millcreek Annexation 1 parcel (61.76 acres).
Ordinance 23-007 Millcreek Annexation 3 parcels (18.92 acres).
The development of the property will be subject to a Planned Development zoning and related conditions of development. This will require an Environmental Impact Report for the entire property to be reviewed/approved against appropriate Policies within the City's Comprehensive Plan, together with pertinent zoning requirements. The soil analysis (Anderson Andre Consulting Engineers) covers the property and is considered to be sufficient data to allow a determination of the site's suitability for development activities. Staff also consulted the Web Soil Survey - Home (usda.gov) mapping resource and the National Wetlands Inventory (usgs.gov) .
Staff capacity analysis was based on the entire site, which was reviewed through the Technical Review Committee, responses attached.
The FLU designation acreage is reduced due to the applicant agreeing to donate a large section of ROW to St. Lucie County.

MILLCREEK – FLUMA

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DATA & ANALYSIS

Additional Information

The breakdown of the Existing County FLU is as follows:
Residential High Density (RH) = +/- 56.66 Acres.
Residential Medium Density (RM) = +/- 6.0 Acres.
Commercial (COM) = +/- 18.04 Acres.

The breakdown of allocation of Proposed City FLU is as follows:

County (RH) to City Mixed Use Development (MXD) = +/- 3.8 Acres.
County (COM) to City Mixed Use Development (MXD) = +/- 18.04 Acres.
County (RM) to City Medium Density Residential (RM) = +/- 6.0 Acres.
County (RH) to City Medium Density Residential (RM) = +/- 52.86 Acres.

Resultant City FLU designation:
Mixed Use Development (MXD) = +/- 21.84 Acres.
Medium Density Residential (RM) = +/- 58.84 Acres.

MILLCREEK – FLUMA

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TRAFFIC

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning	28,689	651/2,636
Proposed Zoning	26,710	639/2,439
Change in Demand	Trips -1,979	Trips -12/-197
Impact to Capacity	None	

AADT: - 1,979

AM PEAK: - 12

PM PEAK: -197

MILLCREEK – FLUMA

19

RECOMMENDATION

Staff recommends that the City Commission ADOPT the proposed FLUMA and authorize the Planning Director to notify the Department of Commerce of the action.

ALTERNATIVE RECOMMENDATION

1. Adopt with changes.
or
2. Not Adopt.

MILLCREEK – FLUMA

20

ORDINANCE NO. 23-010

AN ORDINANCE OF THE CITY OF FORT PIERCE AMENDING THE FUTURE LAND USE MAP DESIGNATIONS OF THE CITY'S COMPREHENSIVE PLAN IN RESPECT OF PROPERTY LOCATED APPROXIMATELY 2250 FEET WEST OF THE NORTHWEST CORNER OF ORANGE AVENUE AND N 39TH STREET IN FORT PIERCE, FLORIDA BEING APPROXIMATELY MORE OR LESS 80.7 ACRES; THEREBY AMENDING THE FUTURE LAND USE DESIGNATIONS OF APPROXIMATELY 58.84 ACRES OF THE SUBJECT PROPERTY FROM ST. LUCIE DESIGNATIONS OF RESIDENTIAL HIGH AND RESIDENTIAL MEDIUM TO CITY OF FORT PIERCE DESIGNATION OF MEDIUM DENSITY RESIDENTIAL, AND AMENDING THE FUTURE LAND USE DESIGNATIONS OF APPROXIMATELY 21.84 ACRES OF THE SUBJECT PROPERTY FROM ST. LUCIE COUNTY DESIGNATIONS OF RESIDENTIAL HIGH, RESIDENTIAL MEDIUM AND COMMERCIAL TO CITY OF FORT PIERCE DESIGNATION OF MIXED-USE, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTIONS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; REPEALING ALL OTHER ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. 19-033, as subsequently amended; and

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3184, Florida Statutes; and

WHEREAS, prior to this hearing, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider and approve a voluntary application for the annexation the subject property; and

WHEREAS, the subject property comprises the following four (4) parcels, 2407-124-0001-000-3, 2407-134-0001-000-4, 2407-144-0001-000-5, & 2408-233-0001-000-1, totaling approximately 80.7 acres. A map depicting the subject parcels is attached hereto as "**Exhibit A**"; and

WHEREAS, the applicant has requested approximately 57.31 acres, being part of the subject property, and having St. Lucie County Future Land Use

designations of Residential High (RH), and Residential Medium (RM); be amended to a City of Fort Pierce Future Land Use designation of Medium Density Residential (RM); and

WHEREAS, the approximately 58.84 acres of the subject property to be designated Medium Density Residential (RM) is legally described in "**Exhibit B**" of this ordinance. A map depicting the property is attached hereto as "**Exhibit C**" and made a part hereof by reference; and

WHEREAS, the applicant has requested that approximately 21.84 acres, being part of the subject property, and having a St. Lucie County Future Land Use designation of Residential High (RH), Residential Medium (RM) and Commercial (COM); be amended to a City of Fort Pierce designation of Mixed-Use Development (MXD); and

WHEREAS, the approximately 21.84 acres of the subject property to be designated Mixed-Use Development (MXD) is legally described in "**Exhibit D"** of this ordinance. A map depicting the property is attached hereto as "**Exhibit E"** and made a part hereof by reference; and

WHEREAS, the proposed Future Land Use Map 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 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, the City of Fort Pierce Planning Board, at their December 12, 2022, meeting, voted 5 to 0 to recommend approval of the proposed Future Land Use Map Amendment for this parcel; and

WHEREAS, having considered the recommendations of the Local Planning Agency (Planning Board), the City of Fort Pierce City Commission has

prepared this amendment to the City's Comprehensive Plan and transmitted it to the Department of Economic Opportunity (now Department of Commerce) and other agencies as required by 163.3184; 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. That upon this ordinance becoming effective, the land herein described on "**Exhibit B"** and as depicted on "**Exhibit C"**, attached hereto, and incorporated herein, shall be assigned a Future Land Use Designation of Medium Density Residential.

SECTION 2. That upon this ordinance becoming effective, the land herein described on "**Exhibit D"** and as depicted on "**Exhibit E"**, attached hereto, and incorporated herein, shall be assigned a Future Land Use Designation of Mixed-Use Development (MXD).

SECTION 3. That upon this ordinance becoming effective, the Planning Director is authorized to notify the Department of Commerce of the action of the City Commission to adopt the proposed Future Land Use Map Amendment.

SECTION 4. 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 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges Esq.
Interim 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. 23-010 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, August 20, 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 February 06, 2023; and was duly introduced, read by title only, and passed on second and final reading _____, 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 _____, 2023.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Parcels subject of Future Land Use Map Amendment

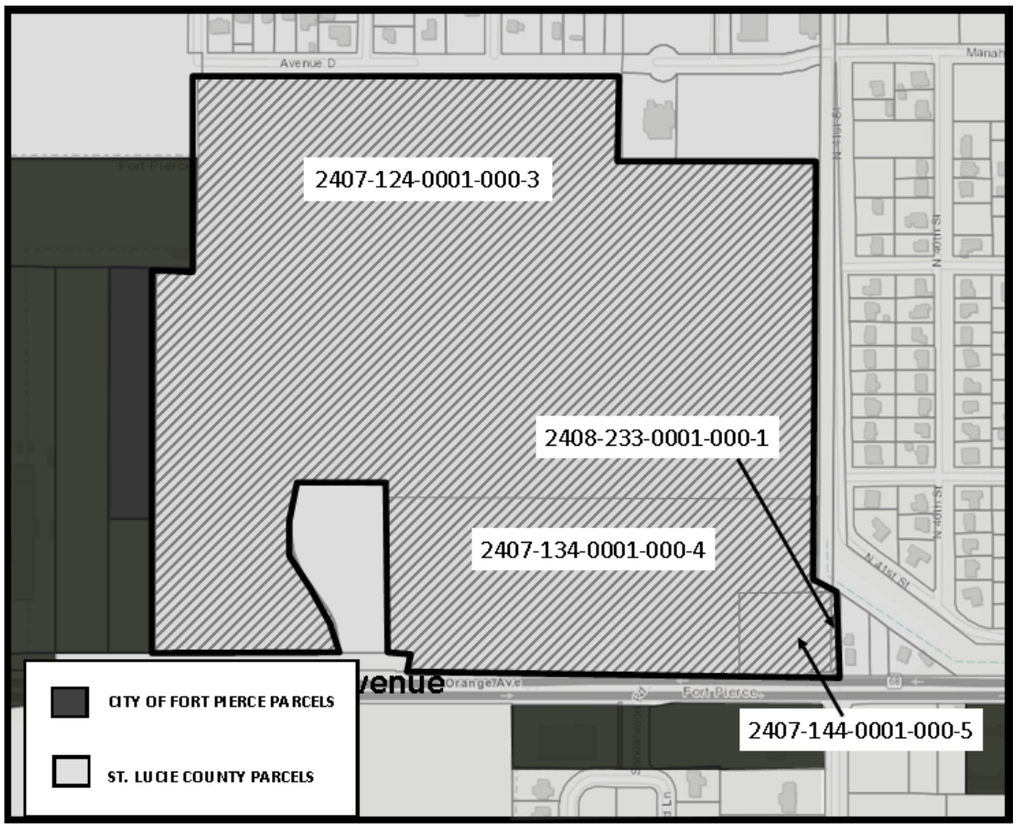


EXHIBIT B
Legal Description (Medium Density Residential)

PARCEL A:
A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF;
AND SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.
PARCEL B:
A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT-OF- WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.
LESS AND EXCEPT THE FOLLOWING PARCEL:
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28N WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY, THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4)

OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

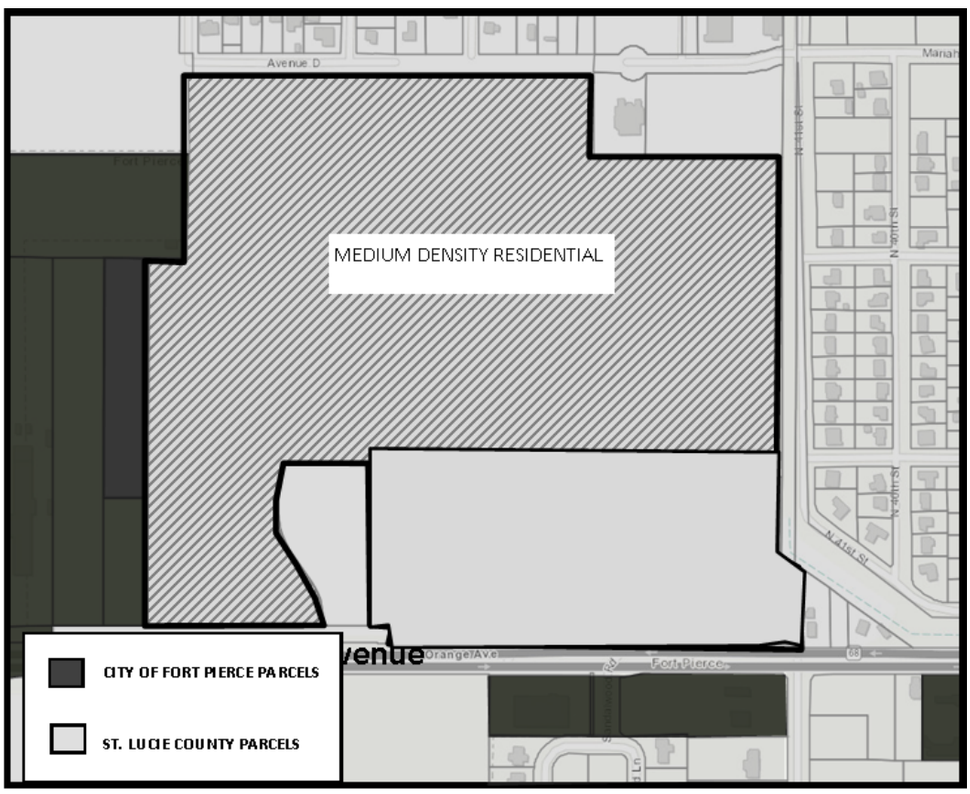
LESS AND EXCEPT THE FOLLOWING PARCEL:
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) AND SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'00" EAST FOR 639.67 FEET; THENCE SOUTH 90°00'00" WEST FOR 65.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" EAST FOR 96.90 FEET; THENCE NORTH 90°00'00" EAST FOR 1360.17 FEET; THENCE SOUTH 00°17'11" EAST FOR 89.84 FEET; THENCE SOUTH 89°42'9" WEST FOR 1360.62 FEET TO THE POINT OF BEGINNING. AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA. PARCELS CONTAIN A TOTAL OF 2,563,266.57 SQUARE FEET (58.844 ACRES), MORE OR LESS

EXHIBIT C

Future Land Use Designation (Medium Density Residential)



Current SLC Future Land Use = Residential High (RH) & Residential Medium (RM)

Proposed FP Future Land Use = Medium Density Residential (RM)

EXHIBIT D
Legal Description (Mixed-Use Development)

PARCEL 1:
A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4; LESS THE NORTH 50 FEET THEREOF; AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, LESS THE NORTH 254.5 FEET OF THE SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; AND THE EAST 791.25 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS, ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

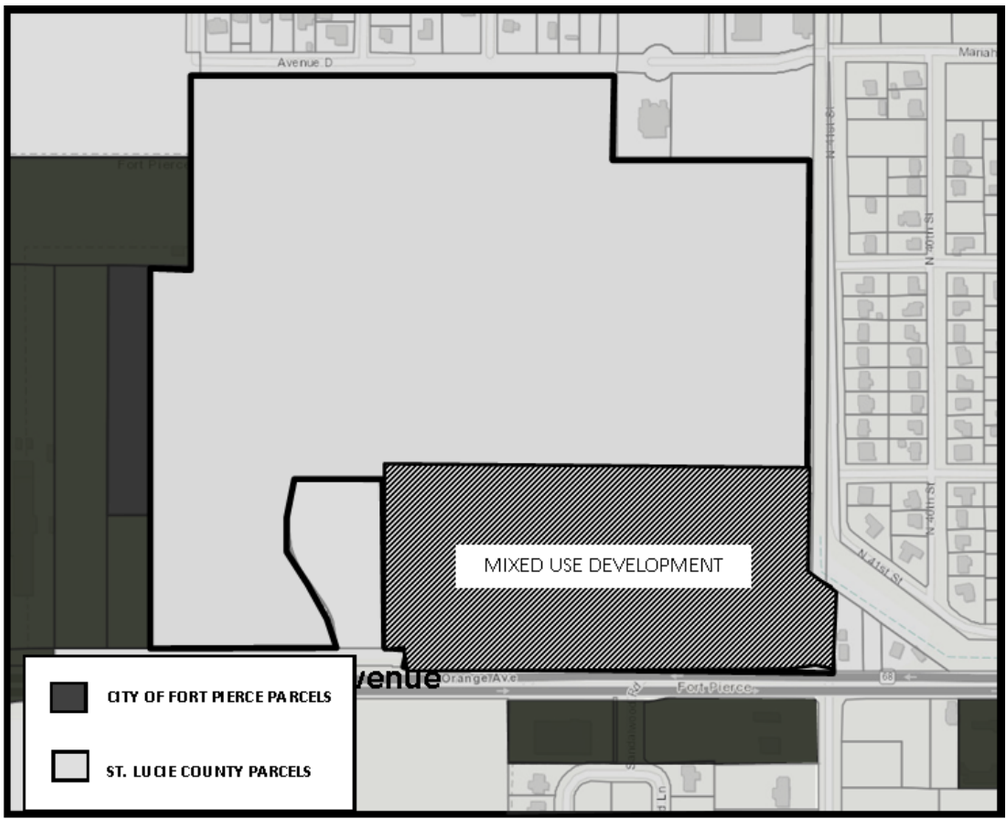
PARCEL 2:
THE NORTH 254.5 FEET OF THE SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

PARCEL 3:
THAT PART OF THE WEST 25 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 40 EAST, WHICH LIES NORTH OF ORANGE AVENUE EXTENSION AND SOUTH OF THE DRAINAGE CANAL (SAID 25 FOOT STRIP BEING APPROXIMATELY 355 FEET NORTH AND SOUTH); LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY AS DESCRIBED AS PARCEL NO. 211 IN OFFICIAL RECORDS BOOK 1415, PAGE 421, ST. LUCIE COUNTY, FLORIDA.
LESS AND EXCEPT THE WEST 725.27 FEET OF SAID SOUTH 600.00 FEET THEREOF.

PARCEL 4:
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) AND SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'00" EAST FOR 639.67 FEET; THENCE SOUTH 90°00'00" WEST FOR 65.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" EAST FOR 96.90 FEET; THENCE NORTH 90°00'00" EAST FOR 1360.17 FEET; THENCE SOUTH 00°17'11" EAST FOR 89.84 FEET; THENCE SOUTH 89°42'9" WEST FOR 1360.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.84 ACRES, MORE OR LESS.

EXHIBIT E
Future Land Use Designation (Mixed-Use Development)



Current SLC Future Land Use = Residential High (RH), Residential Medium (RM) and Commercial (COM)

Proposed FP Future Land Use = Mixed Use Development (MXD)

City of Fort Pierce
Annexation, Development Review, Zoning Atlas Map Amendment, & Future Land Use Map Amendment

For

Millcreek
Orange Avenue
Fort Pierce, FL 34947

Prepared By:
Redtail Design Group
100 S. 2nd Street
Fort Pierce, FL 34950

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June 17, 2022 Via Email

City of Fort Pierce Planning
100 North US Highway 1
Fort Pierce, FL 34950

RE: Millcreek Planned Development

Dear Planning Staff,

We are pleased to present the City of Fort Pierce with applications for Annexation, Development Review, Zoning Atlas Map Amendment, and Future Land Use Map Amendment for five (5) properties (approx. 83.73 acres) that will make up the Millcreek Planned Development (PD). The Parcel IDs for the properties are as follows:

1. 2407-124-0001-000-3:
   Current SLC Zoning = Planned Unit Development (PUD)
   Current SLC Future Land Use = Residential High 15 du/ac (RH) & Residential Medium 9 du/ac (RM)

   Proposed FP Zoning = Planned Development (PD)
   Proposed FP Future Land Use = Medium Density Residential (RM)
2. 2407-131-0004-000-6, 2407-134-0001-000-4, 2407-144-0001-000-5, & 2408-233-0001-000-1
   Current SLC Zoning = Commercial General (CG)
   Current SLC Future Land Use = Commercial (COM)

   Proposed FP Zoning = Planned Development (PD)
   Proposed FP Future Land Use = Mixed Use (MXD)

The PUD that was approved on this property has since expired and is no longer valid. The intent of this project is the annexation of these properties into the City Limits along with submitting applications for a rezoning to a new residential/commercial preliminary PD followed by a Final PD. Parcel ID 2407-124-0001-000-3 currently has a split Future Land Use and we ask that it be given one uniform Future Land Use upon annexation. Based on the overall density of the project we request that the Future Land Use for this parcel is designated RM. We will also be submitting Future Land Use Map Amendment applications for the four (4) commercial properties to designate the Future Land Use of all those properties to MXD, Mixed Use.

The process in which this PD is being submitted is following the process in which the Willow Lakes PD was submitted where the bubble plan/preliminary PD was approved first under Ordinance 20-025 and then the final more detailed PD by phase was approved later.

We look forward to your assistance and response.

Sincerely,

Thank you,
Tod Mowery
Tod Mowery, AICP
President

C: Larry Suchman

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

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 (16) 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
- Current Survey (completed within the last 12 months)

1. Address: N/A

2. Legal description of real property for which annexation is being requested:
See Provided Warranty Deed

Property Tax ID: 2407-124-0001-000-3

3. Size of described property: 61.76 ac

4. Project description: Annexation for a Residential and Commercial PD Project

5. Current St. Lucie County Future Land Use Designation: RH, Residential High 15 du/ac & RM, Residential Medium 9 du/ac

6. Current St. Lucie County Zoning: PUD, Planned Unit Development

7. Is this a Historic property? No

8. Appraised value: $17,482

9. Name of Owner(s): FM Millcreek Holding LLC

Signature of Owner(s): Please find attached authorization letters
Mailing Address: 1698 W Hibiscus Blvd, Suite A
City _____ State _____ Zip 32901
Phone _____ Fax _____

10. Name of Representative: Tod Mowery - Redtail Design Group

Signature of representative: Tod Mowery

Mailing Address: 1550 Madruga Avenue #230

City) Coral Gables State Florida Zip 33146

Phone _____ Fax _____

E-mail: todm@redtaildg.com

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772)467-3729

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

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 (16) 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
- Current Survey (completed within the last 12 months)

1. Address: TBD

2. Legal description of real property for which annexation is being requested:
See Provided Warranty Deed

Property Tax ID: 2407-131-0004-000-6

3. Size of described property: 3.05 ac

4. Project description: Annexation for a Residential and Commercial PD Project

5. Current St. Lucie County Future Land Use Designation: COM, Commercial

6. Current St. Lucie County Zoning: GC, Commercial General

7. Is this a Historic property? No

8. Appraised value: $908

9. Name of Owner(s): Millcreek Orange Avenue LLC

Signature of Owner(s): _____
Mailing Address: 1450 Madruga Avenue, Suite 400
City Coral Gables State Florida Zip 33146
Phone _____ Fax _____

10. Name of Representative: Tod Mowery - Redtail Design Group

Signature of representative: Tod Mowery

Mailing Address: 1550 Madruga Avenue #230

City) Coral Gables State Florida Zip 33146

Phone _____ Fax _____

E-mail: todm@redtaildg.com

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772)467-3729

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

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 (16) 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
- Current Survey (completed within the last 12 months)

1. Address: N/A

2. Legal description of real property for which annexation is being requested:
See Provided Warranty Deed

Property Tax ID: 2407-134-0001-000-4, 2407-144-0001-000-5, & 2408-233-0001-000-1

3. Size of described property: 18.92 ac

4. Project description: Annexation for a Residential and Commercial PD Project

5. Current St. Lucie County Future Land Use Designation: COM, Commercial

6. Current St. Lucie County Zoning: GC, Commercial General

7. Is this a Historic property? No

8. Appraised value: $1,726,000

9. Name of Owner(s): Various - See Attached Warranty Deeds and Owner Authorization Letters

Signature of Owner(s): Please find attached authorization letters
Mailing Address: 100 S. 2nd Street
City Fort Pierce State Florida Zip 34950
Phone 772-742-1555 Fax

10. Name of Representative: Tod Mowery - Redtail Design Group

Signature of representative: Tod Mowery

Mailing Address: 1550 Madruga Avenue #230

City) Coral Gables State Florida Zip 33146

Phone _____ Fax _____

E-mail: todm@redtaildg.com

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772)467-3729

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

DEVELOPMENT REVIEW

Property Information

Property address or Location: North of Orange Avenue across Bent Creek Drive close to the Hartman Road intersection

Parcel ID #(s): 2407-131-0004-000-6, 2407-134-0001-000-4, 2407-144-0001-000-5, 2408-233-0001-000-1, & 2407-124-0001-000-3

Project description: Mixed Residential and Commercial Development AKA Millcreek

Application Type

☐ Site Plan ☐ Conditional Use w/New Construction ☒ Conceptual Development Plan

☐ Minor Amendment ☐ Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: 20,000 Site Acreage: 2.65 Acres

Residential: Proposed Units: 1,011 Proposed Sq. Ft.: TBD Site Acreage: 81.08 ac

Multiple Owners - See Agent Authorization Letters	Redtail Design Group
Property Owner(s)	**Applicant/Representative, Title, Company**
TBD	100 S. 2nd Street
Street Address	Street Address
34950	Fort Pierce 100 S. 2nd Stree 34950
City State Zip	City State Zip
	772-742-1555
Phone Number	Phone Number
	todm@redtaildg.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Tod Mowery

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS

CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM

For more information, please refer to the website:

https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

General Information

- **Incomplete application packets will not be accepted.**
- In-take meetings are required for application submittals.
- Site plan approval is valid for one (1) year following City Commission approval. To maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date.
- Fee Schedule - https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule-
- Public Notice Fees - https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees-

Site Plan submittal requirements:

Submit one (1) original & three (3) hard copies and one (1) CD or Flash Drive of the following. Additional copies will be required of subsequent submittals.

- [x] Complete application
- [x] Warranty Deed
- [x] SLC Property Record Card
- [x] Detailed project description
- [x] General location map (see Section 125-313)
- [x] Survey (see Section 125-313)
- [x] Site Plan (see Section 125-313) **Bubble Plan**
- [ ] ~~Landscaping Plan (see Section 123-37)~~ **N/A**
- [x] Conceptual Drainage Plan (see Section 125-313)
- [x] Environmental Impact Report
- [ ] ~~Beach/Dune System protection plan, if applicable (see Section 125-313)~~ **N/A**
- [ ] ~~Lighting Plan (see Section 125-313)~~ **N/A**
- [ ] ~~Design Review submittals (see Design Review application)~~ **N/A**
- [x] Traffic Impact Report
- [x] Concurrency Review submittals (see Concurrency Review application)

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2795650 OR BOOK 2483 PAGE 1551, Recorded 02/09/2006 at 02:53 PM
Doc Tax: $34650.00

Prepared by and Return to:

Richard W. Hawthorne, Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, FL 32202
061784/0102

Tax Parcel # 2407-144-0001-000-5
2407-124-0001-000-3
2408-233-0001-000-1

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 31st day of January, 2006, by and between **FM FLORIDA LAND COMPANY LLC**, a Delaware limited liability company, whose address for notices is 1682 West Hibiscus Boulevard, Melbourne, Florida 32901 (the "Grantor"), and **FM MILLCREEK HOLDING, LLC**, a Florida limited liability company, whose address for notices is 1682 West Hibiscus Boulevard, Melbourne, Florida 32901 (the "Grantee").

W I T N E S S E T H:

That the Grantor, in consideration of the sum of Ten Dollars and other valuable consideration paid by the Grantee, receipt and sufficiency of which is acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described real property located in St. Lucie County, Florida (the "Property").

See **Exhibit A** attached hereto and incorporated herein.

Together with all the rights, tenements, improvements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same in fee simple forever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor warrants that, except as provided on **Exhibit B** attached hereto as to which matters this conveyance is expressly made subject, at the time of delivery of this deed, the Property was free from all encumbrances made by the Grantor and that Grantor will warrant and defend the same against lawful claims and demands of all persons claiming, by, through or under the Grantor but against none other. Grantor warrants that the Property is not homestead property.

CLERK'S NOTE: This transaction is a conveyance of real estate to a wholly-owned entity. The real estate is encumbered with a mortgage securing the principal sum of $4,950,000. Accordingly, pursuant to Crescent Miami Center, LLC v. Department of Revenue, SC03-2063 (May 19, 2005), deed documentary stamp taxes in the amount of $34,650.00 are being paid in connection with the recordation of this document based on the outstanding principal sum secured by the mortgage.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument as of the day and year first above written.

Signed and sealed in the presence of:

Nandra R. Ramnarine
Print or type name

Jannine Henzell
Print or type name

"GRANTOR"

FM FLORIDA LAND COMPANY, LLC, a Delaware limited liability company

By: Forte Macaulay Development Consultants, Inc., a Florida corporation
Its Manager

By: _____
Name: HUGH M. EVANS, JR.
Title: President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 27th day of January, 2006, by Hugh M. Evans, Jr., as President of Forte Macaulay Development Consultants, Inc., a Florida corporation, the Manager of FM Florida Land Company, LLC, a Delaware limited liability company. Such person did not take an oath and: *(notary must check applicable box)*

- ☑ is/are personally known to me.
- ☐ produced a current _____ driver's license as identification.
- ☐ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Nandra R. Ramnarine
Name of Notary

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

Notary Public State of Florida
Nandra R Ramnarine
My Commission DD488190
Expires 01/10/2010

Exhibit "A"
Legal Description

Parcel A:

A parcel of land lying in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida. Being more particularly described as follows:

PARCEL 1:

The S ½ of the SE ¼ of the NE ¼ of the NE ¼; and the SW ¼ of the NE ¼ of the NE ¼; and SE ¼ of the NW ¼ of the NE ¼; LESS the North 50 feet thereof; and SE ¼ of the NE ¼, LESS the North 254.5 feet of the South 294.5 feet of the East 300 feet of the SE ¼ of the SE ¼ of the NE ¼; and the East 791.25 feet of the SW ¼ of the NE ¼; LESS rights of way for public roads and drainage canals as to all of said parcels; all in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL 2:

The North 254.5 feet of the South 294.5 feet of the East 300 feet of the SE ¼ of the SE ¼ of the NE ¼ of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL 3:

That part of the West 25 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 8, Township 35 South, Range 40 East, which lies North of Orange Avenue Extension and South of the drainage canal (said 25 foot strip being approximately 355 feet North and South); LESS and except that portion taken for Road Right of Way as described as Parcel No. 211 in Official Records Book 1415, Page 421, St. Lucie County, Florida.

LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

Parcel B:

A parcel of land lying in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida. Being more particularly described as follows:

The West 725.27 feet of the South 600.00 feet of the following described property:

The East 791.25 feet of the Southwest quarter of the Northeast quarter of said Section 7, Less Right-of-Way for public roads and drainage canals.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A portion of the Southwest Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7; thence North 00°00'56" East along the east line of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 40.00 feet; thence South 89°42'09" West along a line 40 feet north from and parallel with, as measured at right angles to the South line of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 65.98 feet to the Point of Beginning; Thence continue South 89°42'09" West along said parallel line, for 157.17 feet; Thence North 00°17'51" West, for 92.93 feet to a Point of Curvature with a curve concave to the Southwest, said curve having a radius of 206.46 feet and a central angle of 34°44'37"; Thence Northwesterly along said curve for 125.20 feet to a Point of Tangency; Thence North 35°02'28" West, for 109.91 feet to a Point of Curvature with a curve concave to the East, said curve having a radius of 280.00 feet and a central angle of 39°48'56"; Thence Northerly along said curve for 194.58 feet to a Point of Tangency; Thence North 04° 46'28" East, for 18.58 feet to a Point of Curvature with a curve concave to the East, said curve having a radius of 477.11 and a central angle of 11°47'43"; Thence Northerly along said curve for 98.22 feet; Thence North 89°42'09" East along a line 640 feet North from and Parallel with, as measured at right angles to the South line of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 288.42 feet; Thence South 00°00'56" West along the East line of the West 725.27 feet of the East 791.25 feet of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 600.01 feet to the Point of Beginning.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in St. Lucie County, Florida.

Exhibit B

1. Real estate taxes and assessments for the year 2006 and subsequent years, not yet due and payable.

2. Reservation as set forth in instrument recorded in O.R. Book 629, page 913 of the public records of St. Lucie County, Florida.

3. Easement granted to Florida Power & Light Company by instrument recorded in Deed Book 74, page 238 of the public records of St. Lucie County, Florida.

4. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 190, page 1094 of the public records of St. Lucie County, Florida.

5. Subordination of Utility Interests as set forth in instrument recorded in O.R. Book 1415, page 770 of the public records of St. Lucie County, Florida.

6. Easement and Right of Way as set forth in instrument recorded in O.R. Book 1415, page 421, as affected by Agreed Stipulated Final Judgment recorded in O.R. Book 1669, page 2211, both of the public records of St. Lucie County, Florida.

7. Mortgage, Security Agreement and Assignment of Leases and Rents in favor of Branch Banking and Trust Company recorded in O.R. Book 2430, page 2550 of the public records of St. Lucie County, Florida.

8. Rights of tenants pursuant to unrecorded Lease Agreement dated November 18, 2005 between Orange Avenue Development, LLC, as lessor, and Harry B. Albritton, as lessee, as assigned to FM Florida Land Company, LLC pursuant to Assignment and Assumption of Lease dated November 28, 2005.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2382978 OR BOOK 1940 PAGE 2324
Recorded:04/13/04 09:18

* Doc Assump: $ 0.00
* Doc Tax : $ 21,000.00
* Int Tax : $ 0.00

Mail

Record and Return To:
Michael J. Garavaglia, Esq.
Collins, Brown, Caldwell,
Barkett & Garavaglia, Chartered
756 Beachland Boulevard
Vero Beach, FL 32963

WARRANTY DEED

THIS INDENTURE, made this 6th day of April, 2004, between **LINDA DAVIS LASKIN, Individually and as Successor Trustee of the Linda Davis Trust Agreement dated January 7, 1977,** *(Grantors)*, to **Orange Avenue Development, L.L.C., a Michigan limited liability company** *(Grantees)*, whose post office address is 40440 Grand River Avenue, Suite E, Novi, MI 48375.

WITNESSETH that the Grantors, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantors in hand paid by Grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantees and Grantees' successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

See Attached Exhibit "A"

The Grantor warrants to the Grantee that the above-described property is not the Grantor's homestead and that Grantor does not live adjacent or contiguous thereto.

Subject to taxes, restrictions, reservations and easements of record.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in our presence:

Witness: JAMES ST. CLAIR

Witness: TAMMY DESJARDINS

Linda Davis Trust under agreement dated
January 7, 1977

By: Linda Davis Laskin
Linda Davis Laskin, Individually and as
Successor Trustee of the Linda Davis Trust
U/A dated January 7, 1977

STATE OF California
COUNTY OF Santa Barbara

The foregoing instrument was acknowledged before me this 6th day of April, 2004, by **Linda Davis Laskin, Individually and as Successor Trustee of the Linda Davis Trust U/A dated January 7, 1977,** ~~who is personally known to me or~~ who has produced Driver License as identification.

{Notary Stamp}

Notary Public, State of California
Name: Daniel D. Ontiveros

DANIEL D. ONTIVEROS
Commission # 1461956
Notary Public - California
Santa Barbara County
My Comm. Expires Jan 11, 2008

Exhibit "A"

Parcel 1:

The S 1/2 of the SE 1/4 of the NE 1/4 of the NE 1/4; and the SW 1/4 of the NE 1/4 of the NE 1/4; and SE 1/4 of the NW 1/4 of the NE 1/4; and SE 1/4 of the NW 1/4 of the NE 1/4, LESS the North 50 feet thereof; and SE 1/4 of the NE 1/4, LESS the North 254.5 feet of the South 294.5 feet of the East 300 feet of the SE 1/4 of the SE 1/4 of the NE 1/4; and the East 791.25 feet of the SW 1/4 of the NE 1/4; LESS rights of way for public roads and drainage canals as to all of said parcels; all in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida.

Parcel 2:

The North 254.5 feet of the South 294.5 feet of the East 300 feet of the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida.

Parcel 3:

That part of the West 25 feet of the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 8, Township 35 South, Range 40 East, which lies North of Orange Avenue Extension and South of the drainage canal (said 25 foot strip being approximately 355 feet North and South); LESS and except that portion taken for Road Right of Way as described as Parcel No. 211 in Official Records Book 1415, page 42, St. Lucie County, Florida.

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2815469 OR BOOK 2511 PAGE 150, Recorded 03/16/2006 at 12:21 PM
Doc Tax: $2069.20

RECORD & RETURN TO:

Louis A. Stinson, Jr., P.A.
2199 Ponce de Leon Boulevard
Suite 201
Coral Gables, Florida 33134

PREPARED BY:
Cecile Evans Rider, Esq.
Forte Macaulay Development Consultants, Inc.
1670 Atlantic Boulevard
Jacksonville, Florida 32207

SPECIAL WARRANTY DEED

This Special Warranty Deed made the 24TH day of February, 2006, by **FM FLORIDA LAND COMPANY LLC, a Delaware limited liability company,** whose address is 1682 W. Hibiscus Blvd., Melbourne, Florida, 32901, hereinafter called the "Grantor", to **MILLCREEK ORANGE AVENUE I, LLC a Florida limited liability company**, whose mailing address is 1450 Madruga Avenue, Suite 400, Coral Gables, Florida 33146, hereinafter called the "Grantee":

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in St. Lucie County, Florida, viz:

See **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property").

Subject to those items as set forth on **Exhibit "B"** attached hereto and made a party hereof without intending to reimpose same.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land, that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

In Witness Whereof, the grantor has caused these presents to be executed in its name, by its duly authorized officer, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Print: Nandra R Ramnarine

Stephanie C. Ryckman
Print:

FM FLORIDA LAND COMPANY LLC,
a Delaware limited liability company, by
Forte Macaulay Development Consultants, Inc.,
a Florida corporation, its Manager

By:
ARTHUR F. EVANS, III

STATE OF FLORIDA)
) ss
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 24TH day of February, 2006 by Arthur F. Evans, III, Vice President of Forte Macaulay Development Consultants, Inc., a Florida corporation, as Manager of FM FLORIDA LAND COMPANY LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said limited liability company. He is personally known to me.

Notary Public
NANDRA R. RAMNARINE
Printed Name of Notary

My commission expires:

Notary Public State of Florida
Nandra R Ramnarine
My Commission DD488190
Expires 01/10/2010

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

A PORTION OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE, FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28" WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 FEET AND A CENTRAL ANGLE OF 11°47'43"; THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST. LUCIE COUNTY, FLORIDA.

SAID LANDS CONTAIN 143,906 SQUARE FEET OR 3.304 ACRES, MORE OR LESS.

EXHIBIT "B"

PERMITTED EXCEPTIONS

(1) Ad valorem taxes and assessments for 2005 which are not yet due and payable;
(2) Zoning ordinances;
(3) Any easements, liens, restrictions, reservations, conditions, limitations, agreements, assessments, encumbrances of record;
(4) Reservations as contained in Quit Claim Deed recorded in Official Records Book 629, Page 913, of the Public Records of St. Lucie County, Florida;
(5) Easements in favor of Florida Power & Light Company, recorded in Deed Book 73, Page 419; Deed Book 74, Page 238; Official Records Book 190, Page 1094, and Subordination of Utility Interests recorded in Official Records Book 1445, Page 770, all of the Public Records of St. Lucie County, Florida;
(6) Easement and right of way for purpose of clearing, excavating the lands, constructing and maintaining outfall, ditches, drains and pipe in, upon and through said property as contained in Notice of Lis Pendens recorded in Official Records Book 1415, Page 421, and Agreed Stipulated Final Judgment, recorded in Official Records Book 1669, Page 2211, both of the Public Records of St. Lucie County, Florida;
(7) Encroachment of 44'x25' garage on the south; encroachment of chain link fence on the east; encroachment of barbed wire fence and chain link fence on the west as depicted on that certain survey prepared by Richard C. Laventure & Associates, Inc. dated 10/20/03; Job No. 04.0449;
(8) Matters that would be shown by a current survey of the Property.

EASEMENT AGREEMENT

(INGRESS, EGRESS, ACCESS AND UTILITIES)

THIS EASEMENT AGREEMENT ("Agreement") is dated as of the 20th day of February, 2006, by and between FM Millcreek Holding, LLC, a Florida limited liability company ("FM") and Millcreek Orange Avenue I, LLC, a Florida limited liability company ("MILLCREEK").

RECITALS

A. FM owns real property located in the County of St. Lucie County, State of Florida, as described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "FM Property").

B. MILLCREEK owns real property located in the County of St. Lucie, State of Florida, as described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Millcreek Property").

C. The parties desire to create an easement for ingress, egress, access and utilities over, upon and across the FM Property and the Millcreek Property.

EASEMENTS

1. Easement for Ingress, Egress, Access and Utilities. FM hereby grants and conveys to MILLCREEK a permanent, non-exclusive easement in common with others, over, across and under the that portion of the FM Property described in Exhibit "C" attached hereto (the "Millcreek Easement Area"), for the use and benefit of MILLCREEK and the Millcreek Property for purposes of pedestrian and vehicular ingress, egress, access and underground utility and underground stormwater drainage transmission purposes (but not for detention or retention of stormwater), with the right to construct, maintain, repair and replace roadway and underground utility and underground stormwater drainage improvements within the easement area. The Millcreek Easement Area is more particularly described on **Exhibit "C"**, attached hereto and incorporated herein by reference

2. Easement over the Millcreek Property. MILLCREEK hereby grants and conveys to FM a permanent, non-exclusive easement in common with others, over, across and under that portion of the Millcreek Property more particularly described in **Exhibit "D"** attached hereto (the "FM Easement Area"), for the use and benefit of FM and the FM Property for purposes of underground utility purposes, including without limitation, installation, repair, replacement and maintenance of water main, electric lines, cable, telephone and sewer lines and facilities located within the easement area. In addition, since the final construction plans for development of the FM Property have not been finalized and approved by the governmental authorities and it is possible that additional easements across the Millcreek Property may be needed, MILLCREEK hereby grants and conveys to FM a temporary, non-exclusive blanket easement in common with others, over, across and under the Millcreek Property (the "FM Blanket Easement "), for the use and benefit of FM and the FM Property for purposes of underground utility purposes, including without limitation, installation, repair, replacement and maintenance of water main, electric lines, cable, telephone and sewer lines and facilities located within the FM Blanket

Easement . At such time as the construction plans have been finalized and the exact location and size of the easement required within the FM Blanket Easement has been determined (the "Final Easement") and provided that the final location of the Final Easement does not materially adversely interfere with the development plans for development of the Millcreek Property, then the parties hereto agree to record an amendment to this instrument to specify and limit the location of the FM Blanket Easement to the Final Easement, which will be a permanent easement consistent with that which is reasonably required to accommodate the easement contemplated herein. If based on the final construction plans for the FM Property, no easement is necessary other than the one over and across the property described in **Exhibit "D"**, the parties shall record an instrument evidencing a termination of the FM Blanket Easement. FM shall not be required to pay MILLCREEK any costs or expenses related to FM's use of the FM Easement Area or any other easement granted to FM pursuant to this Agreement.

3. Right of Relocation of Easement. FM reserves the right to relocate the easement herein granted. Should it choose to do so, FM shall advise MILLCREEK in writing of its intent to relocate. Simultaneously with the written notice, FM shall provide MILLCREEK with a map and legal description of the newly established easement and shall cause to be prepared and recorded in the public records of St. Lucie County, Florida an amendment to this Agreement with the legal description of the newly relocated or limited easement. As long as the replacement easement provides the Millcreek Property with substantially similar access to Orange Avenue, then upon recording of the amendment, the easement shall be deemed relocated and any lands not described as easement lands in the amendment shall be released from the burden of the easement. FM shall be the only party required to sign the amendment to this Agreement which relocates this easement.

4. Intent to Dedicate Easement as Public Road. It is the intent of both parties hereto that the property described in **Exhibit "C"** will be dedicated as a public road. If for any reason all or a portion of this property is not accepted for dedication as a public road, then the same shall be maintained by FM or its successors and assigns in ownership to the land described in **Exhibit "C"**; and the owner of the Millcreek Property shall pay fifty percent (50%) of the cost of maintenance and upkeep of the same. Should MILLCREEK (or its successor) fail to pay within the specified time frame, then, after thirty (30) days prior written notice of default and request for payment, FM (or its successor) shall be entitled to cause the recording of a claim of lien in the public records of St. Lucie County setting forth the amounts due, constitute a lien against the Millcreek Property which may be enforced and foreclosed in the same manner as a judgment lien, and MILLCREEK shall be liable to FM in any such action for the costs and attorney's fees incurred by FM in enforcing and/or foreclosing such lien.

5. Cost of Construction. MILLCREEK hereby acknowledges that it will be utilizing the main entrance roadway to the project, currently referred to as Millfalls Blvd. on the Master Development Plan (the "MDP"), prepared by CCL and dated September 22, 2005, in order to access the Millcreek Property.

   In consideration for said access, MILLCREEK agrees to pay the amount of $75,623.72, which equals fifty percent (50%) of the hard costs, soft costs and land costs, hereinafter referred to as the "Construction Costs", to be incurred in connection with the construction of said entrance roadway ("Improvements"). The Construction Costs shall be withheld from the Development Fee as outlined in subparagraph 3(d) of the Agreement for the Sale

and Purchase of Real Property between the parties dated March 21, 2005, and held in escrow to be disbursed upon completion and certification of the Improvements.

Additionally, the Parties acknowledge that the Florida Department of Transportation ("FDOT") or St. Lucie County (the "County") may require a turn lane to be constructed on Orange Avenue as a requirement of issuing an access permit. In that regard, should FDOT or the County require construction of the turn lane, that MILLCREEK shall pay for fifty percent (50%) the cost of a turn lane on Orange Avenue. MILLCREEK shall pay the costs for the turn lane shall be paid within forty-five (45) days of invoicing. Should MILLCREEK (or its successor) fail to pay said costs, then, after thirty (30) days prior written notice of default and request for payment, FM (or its successor) shall be entitled to cause the recording of a claim of lien in the public records of St. Lucie County setting forth the amounts due, constitute a lien against the Millcreek Property which may be enforced and foreclosed in the same manner as a judgment lien, and MILLCREEK shall be liable to FM in any such action for the costs and attorney's fees incurred by FM in enforcing and/or foreclosing such lien.

6. Warranty of Authority. MILLCREEK hereby warrants that MILLCREEK has full power and authority to enter into and perform its obligations under this Agreement, and that the provisions of this Agreement shall bind the Millcreek Property, and all persons who may subsequently own property within the Millcreek Property. FM hereby warrants that FM has full power and authority to enter into and perform its obligations under this Agreement, and that the provisions of this Agreement shall bind the FM Property, and all persons who may subsequently own property within the FM Property.

7. Parties' Indemnification. MILLCREEK shall indemnify and hold FM harmless against any loss, cost, damage, suit, action or claim (collectively referred to as "Claims") arising out of MILLCREEK's use of the easements described herein and not caused by the negligence or willful misconduct of FM, and shall pay any costs and attorney's fees incurred by FM as a result of any such Claims.

8. Attorneys Fees. In the event that either party brings an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to receive all costs and reasonable attorney's fees in addition to any damages to which it is due by reason of such action.

9. Notices. All notices, demands, approvals, requests and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered and received upon the earlier of (i) actual receipt or (ii) the third day following its deposit in a regularly maintained receptacle for the United States Mail, as registered or certified mail, return receipt requested, postage fully prepaid, addressed to the addressee at its address set forth below, or at such other address as such addressee may have specified by notice delivered in accordance with this paragraph and actually received by the addressee:

If to FM:

FM Millcreek Holding, LLC
c/o Forte Macaulay Development Consultants, Inc.
Attention: Arthur F. Evans, III
1682 West Hibiscus Boulevard
Melbourne, Florida 32901

With a copy to:	Cecile Evans Rider, Esquire, General Counsel, Forte Macaulay Development Consultants, Inc. 1670 Atlantic Blvd. Jacksonville, FL 32207
If to MILLCREEK:	Millcreek Orange Avenue I, LLC Attention: Mr. Thomas Rouse 1450 Madruga Avenue, Suite 400 Coral Gables, Florida 33146
With a copy to:	CCL Consultants, Inc Attention: Mr. Richard Wohlfarth 2200 Park Central Blvd., N, Suite 1000 Pompano Beach, Florida 33064
With a copy to:	Louis Stinson, Jr., Esquire Stewart Agent Services 2199 Ponce de Leon Blvd., Suite 301 Coral Gables, Florida 33134

10. Compliance with Law. FM and MILLCREEK covenant and agree, with respect to their respective parcels, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and attorney's fees) arising out of or in any way related to FM's or MILLCREEK's failure to maintain its respective parcel in a safe condition. FM and MILLCREEK shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this provision.

11. Covenants Running with Land. The rights contained within this Easement shall run with the FM Property and the Millcreek Property and shall inure to and be for the benefit of FM and MILLCREEK, their successors and assigns.

12. Governing Law. The law of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement and the parties agree that exclusive jurisdiction and venue shall lie in St. Lucie County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names intending to be fully bound hereby as of the date and year first above written.

Millcreek Orange Avenue I, LLC, a Florida limited liability company

By: _____
Name: THOMAS ROUSE

Title: Manager

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 23rd day of February, 2006, by THOMAS ROUSE, the Manager, of Millcreek Orange Avenue I, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced a Florida Driver's License as identification.

LOUIS STINSON, JR.
MY COMMISSION # DD 458559
EXPIRES: August 7, 2009
Bonded Thru Notary Public Underwriters

_____
Notary Public, State of Florida
Name: _____
My Commission Expires _____
My Commission Number is: _____

FM Millcreek Holding, LLC, a Florida limited liability company by

FM Investments, LLC, a Florida limited liability company, its sole member

By: _____
Name: HUGH M. EVANS, JR., Manager

Mandy Casteel
Print Name: Mandy Casteel

Nandra R. Ramnarine
Print Name: Nandra R. Ramnarine

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 20th day of February, 2006, by Hugh M. Evans, Jr., as Managing Member, of FM Investments, LLC as Managing Member of FM Millcreek Holding, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

Notary Public State of Florida
Nandra R Ramnarine
My Commission DD488190
Expires 01/10/2010

Nandra R. Ramnarine
Notary Public, State of Florida
Name: Nandra R. Ramnarine
My Commission Expires _____
My Commission Number is: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE FM PROPERTY

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA,BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4, LESS THE NORTH 50 FEET THEREOF; AND THE SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET OF THE SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS-OF-WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 254.5 FEET OF THE SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

PARCEL 3:

THAT PART OF THE WEST 25 FEET OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 40 EAST, WHICH LIES NORTH OF ORANGE AVENUE EXTENSION AND SOUTH OF THE DRAINAGE CANAL (SAID 25 FOOT STRIP BEING APPROXIMATELY 355 FEET NORTH AND SOUTH); LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY AS DESCRIBED AS PARCEL NO. 211 IN OFFICIAL RECORDS BOOK 1415, PAGE 421, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

TOGETHER WITH:

TRACT No. 1:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 7, LESS RIGHTS-OF-WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A PORTION OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST

EXHIBIT "B"
LEGAL DESCRIPTION OF THE MILLCREEK PROPERTY

A PORTION OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE, FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28" WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 FEET AND A CENTRAL ANGLE OF 11°47'43"; THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST. LUCIE COUNTY, FLORIDA.

SAID LANDS CONTAIN 143,906 SQUARE FEET OR 3.304 ACRES, MORE OR LESS.

ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE, FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY;
THENCE NORTH 35°02'28" WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 FEET AND A CENTRAL ANGLE OF 11°47'43"; THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST. LUCIE COUNTY, FLORIDA.

SAID LANDS CONTAIN 2,777,245 SQUARE FEET OR 63.757 ACRES, MORE OR LESS.

EXHIBIT "C" - MILLCREEK EASEMENT AREA (2 Pages)

CCL/IBI CONSULTANTS, INC.
AUTHORIZATION #LB5610
ENGINEERS SURVEYORS PLANNERS
2200 PARK CENTRAL BLVD. N. SUITE 100
POMPANO BEACH, FL 33064 (954) 974-2200
POMPANO BEACH ORLANDO JUPITER
WWW.CCL-POMPANO.COM WWW.IBIGROUP.COM WWW.CCL-ORLANDO.COM

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LEGAL DESCRIPTION: ACCESS, UTILITY & DRAINAGE EASEMENT

A portion of the Southwest Quarter (S.W. 1/4) of the Northeast Quarter (N.E. 1/4) of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest Quarter (S.W. 1/4) of the Northeast Quarter (N.E. 1/4) of said Section 7; Thence North 00°00'56" East along the East line of the Southwest Quarter (S.W. 1/4) of the Northeast Quarter (N.E. 1/4) of said Section 7, for 40.00 feet; Thence South 89°42'09" West along a line 40 feet North from and parallel with, as measured at right angles to the South line of the Southwest Quarter (S.W. 1/4) of the Northeast Quarter (N.E. 1/4) of said Section 7, for 223.15 feet to the POINT OF BEGINNING; Thence continue South 89°42'09" West along said parallel line, for 100.00 feet; Thence North 00°17'51" West, for 92.93 feet to a point of curvature with a curve concave to the West, said curve having a radius of 222.18 feet and a central angle of 10°46'53"; Thence Northerly along said curve for 41.81 feet to a point of compound curvature with a curve concave to the Southwest, said curve having a radius of 25.00 feet and a central angle of 59°07'08"; Thence Northwesterly along said curve for 25.80 feet to a point of reverse curvature with a curve concave to the Northeast, said curve having a radius of 52.00 feet and a central angle of 91°33'05"; Thence Northerly along said curve for 83.09 feet to a point of reverse curvature with a curve concave to the West, said curve having a radius of 25.00 feet and a central angle of 52°22'44"; Thence Northerly along said curve for 22.85 feet to a point of tangency; Thence North 31°01'31" West, for 42.22 feet to a point of curvature with a curve concave to the Northeast, said curve having a radius of 354.00 feet and a central angle of 16°26'49"; Thence Northerly along said curve for 101.62 feet; Thence North 75°25'18" East, for 74.00 feet to a point at the beginning of a curve concave to the Northeast, said curve having a radius of 280.00 feet and a central angle of 20°27'46", a radial line from said point bears North 75°25'18" East; Thence Southerly along said curve for 100.00 feet to a point of tangency; Thence South 35°02'28" East, for 109.91 feet to a point of curvature with a curve concave to the West, said curve having a radius of 206.46 feet and a central angle of 34°44'37"; Thence Southerly along said curve for 125.20 feet to a point of tangency; Thence South 00°17'51" East, for 92.93 feet to the POINT OF BEGINNING.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in St. Lucie County, Florida.

(SKETCH AND DESCRIPTION ONLY - NOT A SURVEY)

NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY CCL/IBI CONSULTANTS, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. BEARINGS ARE BASED ON THE EAST LINE OF THE N.E. 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST HAVING AN ASSUMED BEARING OF SOUTH 00°18'54" EAST.
5. CCL/IBI CONSULTANTS, INC.'S CERTIFICATE OF AUTHORIZATION No. 5610, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter 61G17-6, Florida Administrative Code.

For The Firm:
CCL/IBI Consultants Inc.

JAMES A. HAMILTON, III
Professional Surveyor and Mapper No. 3406, State of Florida

REVISIONS	DATE	BY

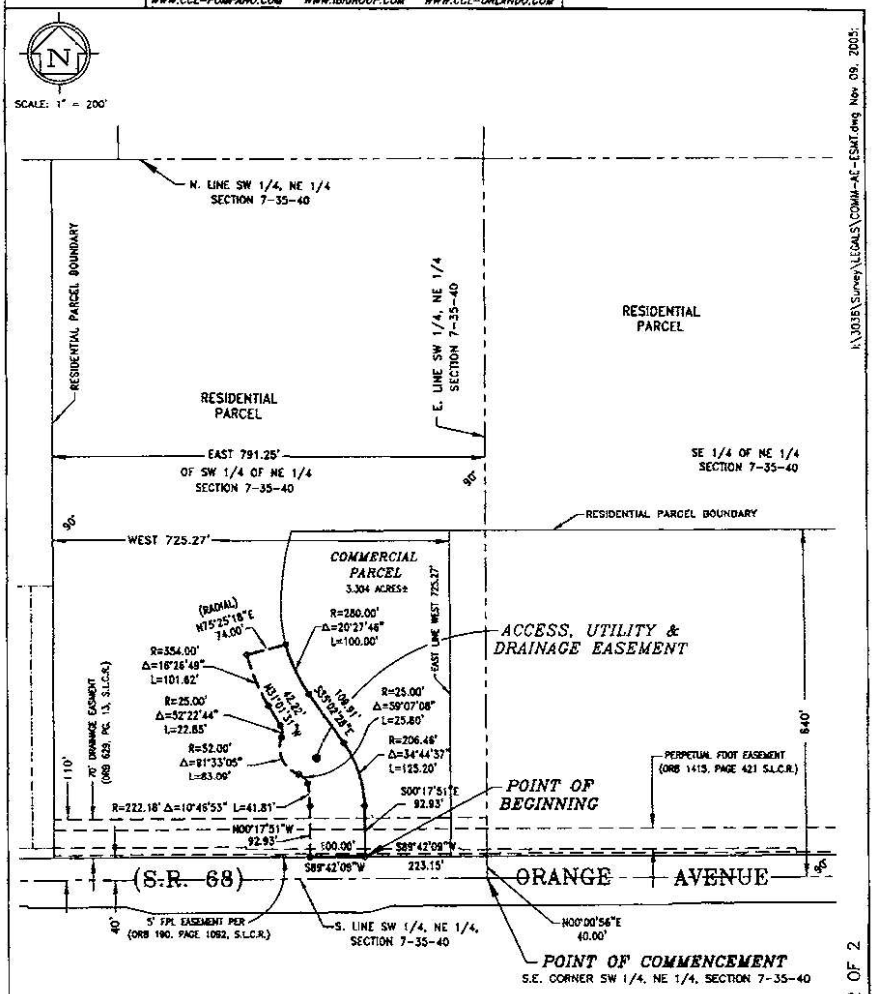
DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
11/09/05	BF	JAH	N/A

SHEET 1 OF 2

SKETCH NO. 3036

CCL
IBI
A DIVISION OF THE IBI GROUP

CCL/IBI CONSULTANTS, INC.
AUTHORIZATION #LB5610
ENGINEERS SURVEYORS PLANNERS
2200 PARK CENTRAL BLVD. N. SUITE 100
POMPANO BEACH, FL 33064 (954) 974-2200
POMPANO BEACH ORLANDO JUPITER
WWW.CCL-POMPANO.COM WWW.IBIGROUP.COM WWW.CCL-ORLANDO.COM



LEGEND:

R= RADIUS
L= ARC DISTANCE
Δ= CENTRAL ANGLE
ORB = OFFICIAL RECORDS BOOK
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FPL = FLORIDA POWER AND LIGHT
PG. = PAGE
S.L.C.R. = SAINT LUCIE COUNTY RECORDS
S.R. = STATE ROAD

(SKETCH AND DESCRIPTION ONLY – NOT A SURVEY)

REVISIONS	DATE	BY

DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
11/09/05	BF	JAH	N/A

SKETCH NO. 3036

SHEET 2 OF 2

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EXHIBIT "D" - FM EASEMENT AREA (2 Pages)

CCL/IBI
A DIVISION OF THE IBI GROUP

CCL/IBI CONSULTANTS, INC.
AUTHORIZATION #LB5610
ENGINEERS SURVEYORS PLANNERS
2200 PARK CENTRAL BLVD. N. SUITE 100
POMPANO BEACH, FL 33064 (954) 974-2200
POMPANO BEACH ORLANDO JUPITER
WWW.CCL-POMPANO.COM WWW.IBIGROUP.COM WWW.CCL-ORLANDO.COM

LEGAL DESCRIPTION: UTILITY EASEMENT

A 10.00 foot wide strip of land lying on a portion of the Southwest Quarter (S.W. 1/4) of the Northeast Quarter (N.E. 1/4) of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest Quarter (S.W. 1/4) of the Northeast Quarter (N.E. 1/4) of said Section 7; Thence North 00°00'56" East along the East line of the Southwest Quarter (S.W. 1/4) of the Northeast Quarter (N.E. 1/4) of said Section 7, for 40.00 feet; Thence South 89°42'09" West along a line 40 feet North from and parallel with, as measured at right angles to the South line of the Southwest Quarter (S.W. 1/4) of the Northeast Quarter (N.E. 1/4) of said Section 7, for 223.15 feet to the POINT OF BEGINNING of said strip of land lying 10.00 feet to the right from and parallel with the following described line; Thence North 00°17'51" West, for 92.93 feet to a point of curvature with a curve concave to the Southwest, said curve having a radius of 206.46 feet and a central angle of 34°44'37"; Thence Northwesterly along said curve for 125.20 feet to a point of tangency; Thence North 35°02'28" West, for 109.91 feet to a point of curvature with a curve concave to the East, said curve having a radius of 280.00 feet and a central angle of 39°48'56"; Thence Northerly along said curve for 194.58 feet to a point of tangency; Thence North 04°45'28" East, for 18.58 feet to a point of curvature with a curve concave to the East, said curve having a radius of 477.11 feet and a central angle of 11°47'43"; Thence Northerly along said curve for 98.22 feet to a POINT OF TERMINUS on a line 640 feet North from and parallel with, as measured at right angles to the South line of the Southwest Quarter (S.W. 1/4) of the Northeast Quarter (N.E. 1/4) of said Section 7.

Sidelines of said strip are lengthened or shortened to intersect with the North right-of-way line of Orange Avenue and said line 640 feet North from and parallel with, as measured at right angles to the South line of the Southwest Quarter (S.W. 1/4) of the Northeast Quarter (N.E. 1/4) of said Section 7 and to form a continuous 10.00 foot wide easement.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in St. Lucie County, Florida.

(SKETCH AND DESCRIPTION ONLY - NOT A SURVEY)

NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY CCL/IBI CONSULTANTS, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. BEARINGS ARE BASED ON THE EAST LINE OF THE N.E. 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST HAVING AN ASSUMED BEARING OF SOUTH 00°18'54" EAST.
5. CCL/IBI CONSULTANTS, INC.'S CERTIFICATE OF AUTHORIZATION No. 5610, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter 61G17-6, Florida Administrative Code. . . .

For The Firm:
CCL/IBI Consultants Inc.

JAMES A. HAMILTON, III
Professional Surveyor and Mapper No. 3406, State of Florida

REVISIONS	DATE	BY

DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
02/08/06	BF/MRG	JAH	N/A

SHEET 1 OF 2 I:\3036\SURVEY\LEGALS\3036_10FT-UE.DWG

SKETCH NO. 3036

CCL/IBI CONSULTANTS, INC.
AUTHORIZATION #LB5610
ENGINEERS SURVEYORS PLANNERS
2200 PARK CENTRAL BLVD. N. SUITE 100
POMPANO BEACH, FL 33064 (954) 974-2200
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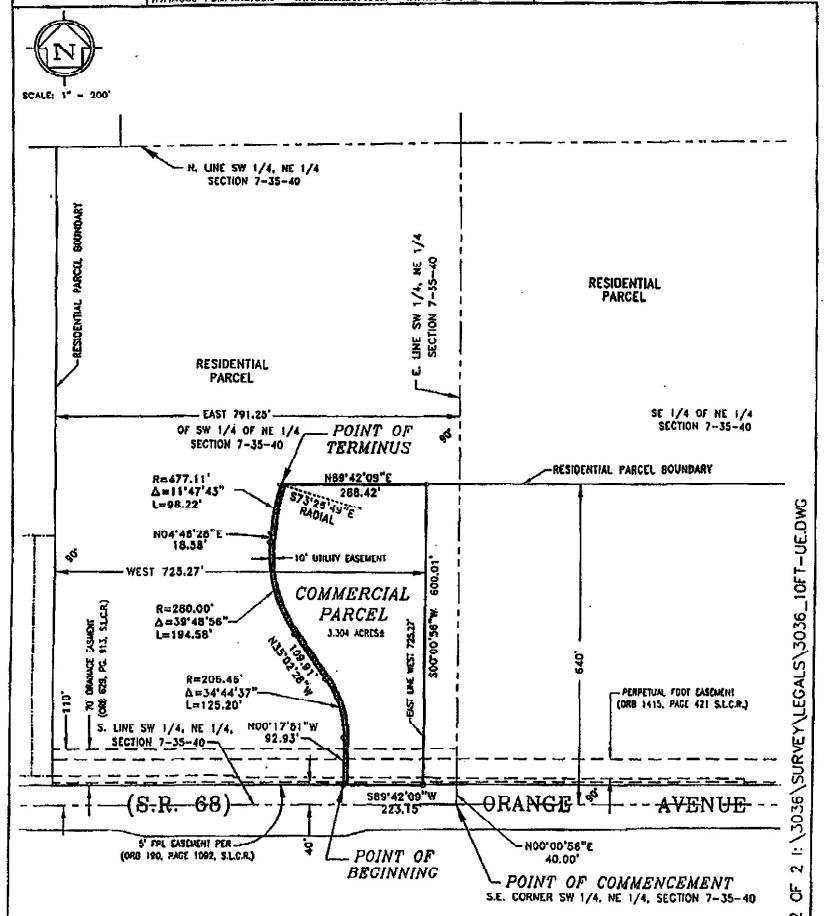

LEGEND:

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(SKETCH AND DESCRIPTION ONLY – NOT A SURVEY)

REVISIONS	DATE	BY

DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
02/08/06	BF/MRG	JAH	N/A

SHEET 2 OF 2 I:\3036\SURVEY\LEGALS\3036_10FT-UE.DWG

SKETCH NO. 3036

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: TBD
Sec/Town/Range: 08/35S/40E
Parcel ID: 2408-233-0001-000-1
Jurisdiction: Saint Lucie County

Use Type: 1000
Account #: 20038
Map ID: 24/08N
Zoning: Comm Genra

Ownership

Orange Avenue Development LLC

28178 Hayes Rd
Roseville, MI 48066

Legal Description

8 35 40 W 25 FT OF SW 1/4 OF NW 1/4 LYG S OF CANAL-LESS RD R/W AND LESS ADDN RD R/W AS IN OR 1669-2211 AND OR 2883-2575- (0.16 AC) (OR 3388-1893)

Current Values

Just/Market Value:	$15,400
Assessed Value:	$15,400
Exemptions:	$0
Taxable Value:	$15,400

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.16
Land Size (SF):	6,839

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
May 7, 2012	3388 / 1893	0311	CT	Orange Avenue Mart Fla LLC	$100
Oct 5, 2007	2889 / 0077	XX02	WD	Orange Ave Dev LLC	$4,750,000
Apr 6, 2004	1940 / 2324	XX02	WD	Linda Davis Trust	$3,000,000
Apr 2, 2004	1940 / 2328	XX04	WD	Linda Davis Trust	$100
Apr 1, 2004	1940 / 2330	XX04	WD	Linda Davis Trust	$100
Mar 31, 2004	1940 / 2326	XX04	WD	Linda Davis Trust	$100
Jan 26, 1998	1124 / 1276	XX04	PR	Linda	$100
Jan 26, 1998	1124 / 1271	XX04	PR	Linda	$100
Jan 26, 1998	1124 / 1266	XX04	PR		$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View: Roof Cover: Roof Structure:

Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$15,400
Just/Market:	$15,400
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$15,400
Exemption(s):	$0
Taxable:	$15,400

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	0.157	North St. Lucie Water Management District	$25.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments

is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$15,400	$15,400	$0	$15,400
2020	$15,400	$15,400	$0	$15,400
2019	$15,400	$15,400	$0	$15,400
2018	$15,400	$15,400	$0	$15,400

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Saint Lucie County

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: ORANGE AVE
Sec/Town/Range: 07/35S/40E
Parcel ID: 2407-124-0001-000-3
Jurisdiction: Saint Lucie County

Use Type: 6000
Account #: 19834
Map ID: 24/07N
Zoning: Planned Un

Ownership

FM Millcreek Holding LLC

1698 W Hibiscus Blvd Ste A
Melbourne, FL 32901

Legal Description

7 35 40 S 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4 AND SW 1/4 OF NE 1/4 OF NE 1/4 AND SE 1/4 OF NW 1/4 OF NE 1/4-LESS N 50 FT FOR RD R/W- AND SE 1/4 OF NE 1/4-LESS S 600 FT AND LESS FOR CANAL R/W- AND E 791.25 FT OF SW 1/4 OF NE 1/4-LESS E 65.98 FT OF S 600 FT AND LESS RD AND CANAL R/W AND LESS THAT PART MPDAF: FROM SE COR OF SW 1/4 OF NE 1/4 RUN N 00 00 56 E 40 FT,TH S 89 42 09 W 65.98 FT TO POB,TH CONT S 89 42 09 W 157.17 FT,TH N 00 17 51 W 92.93 FT TO CURVE CONC SW,R OF 206.46 FT,TH NWLY ALG ARC 125.20 FT,TH N 35 02 28 W 109.91 FT TO CURVE CONC E,R OF 280 FT,TH NLY ALG ARC 194.58 FT,TH N 04 46 28 E 18.58 FT TO CURVE CONC E,R OF 477.11 FT,TH NLY ALG ARC 98.22 FT,TH N 89 42 09 E 288.42 FT,TH S 00 00 56 W 600.01 FT TO POB-LESS ADDN R/W AS IN OR 3026-1790 SUBJ TO PERM DR ESMT AS IN CA 82-59.05-AND LESS ADDN RD R/W AS IN OR 3210-468-(62.51 AC) (OR 2483-1551)

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	1,116
Land Size (acres):	62.51
Land Size (SF):	2,722,935.6

Current Values

Just/Market Value:	$826,432
Assessed Value:	$17,482
Exemptions:	$0
Taxable Value:	$17,482

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jan 31, 2006	2483 / 1551	XX01	WD	FM Florida Land Company LLC	$4,950,000
Nov 23, 2005	2430 / 2546	XX02	SP	Orange Ave Dev LLC	$6,616,000
Apr 6, 2004	1940 / 2324	XX02	WD	Linda Davis Trust	$3,000,000
Apr 2, 2004	1940 / 2328	XX04	WD	Linda Davis Trust	$100
Apr 1, 2004	1940 / 2330	XX04	WD	Linda Davis Trust	$100
Mar 31, 2004	1940 / 2326	XX04	WD	Linda Davis Trust	$100
Jan 26, 1998	1124 / 1276	XX04	PR	Linda	$100
Jan 26, 1998	1124 / 1271	XX04	PR	Linda	$100
Jan 26, 1998	1124 / 1266	XX04	PR		$100
Dec 27, 1996	1053 / 1888	XX02	PR	Jean M Davis	$100
Dec 21, 1994	0935 / 1908	XX02	WD	Jean M Davis	$850,000

Building Information (1 of 1)

Finished Area: 0 SF

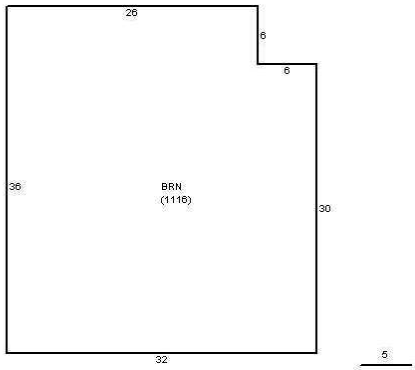
Gross Sketched Area: 1,116 SF

Exterior Data

View:	Roof Cover: Sheet Metal	Roof Structure: Gable
Building Type: FarmUtil	Year Built: 1940	Frame:
Grade: FarmUTA	Effective Year: 1915	Primary Wall: Wood no Sh
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: 0%	Sprinkled %: 0%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BRN	BASE AREA BARN	1116	0	136

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$1,300
Land:	$825,132
Just/Market:	$826,432
Ag Credit:	$807,942
Save Our Homes or 10% Cap:	$1,008
Assessed:	$17,482
Exemption(s):	$0
Taxable:	$17,482

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	62.51	North St. Lucie Water Management District	$1,281.46

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$826,432	$17,482	$0	$17,482
2020	$826,432	$17,456	$0	$17,456
2019	$751,420	$17,432	$0	$17,432
2018	$751,420	$17,410	$0	$17,410

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Saint Lucie County

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Property Identification

Site Address: ORANGE AVE
Sec/Town/Range: 07/35S/40E
Parcel ID: 2407-131-0004-000-6
Jurisdiction: Saint Lucie County

Use Type: 6000
Account #: 168589
Map ID: 24/07N
Zoning: Comm Genra

Ownership

Millcreek Orange Avenue LLC

1450 Madruga Ave Ste 400
Coral Gables, FL 33146

Legal Description

7 35 40 THAT PART OF SEC MPDAF: FROM SE COR OF SW 1/4 OF NE 1/4 RUN N 00 00 56 E 40 FT,TH S 89 42 09 W 65.98 FT TO POB;TH CONT S 89 42 09 W 157.17 FT,TH N 00 17 51 W 92.93 FT TO CURVE CONC SW,R OF 206.46 FT,TH NWLY ALG ARC 125.20 FT,TH N 35 02 28 W 109.91 FT TO CURVE CONC E,R OF 280 FT,TH NLY ALG ARC 194.58 FT,TH N 04 46 28 E 18.58 FT TO CURVE CONC E,R OF 477.11 FT,TH NLY ALG ARC 98.22 FT,TH N 89 42 09 E 288.42 FT,TH S 00 00 56 W 600.01 FT TO POB-LESS CANAL R/W- (3.30 AC) (OR 2511-150)

Current Values

Just/Market Value:	$287,496
Assessed Value:	$908
Exemptions:	$0
Taxable Value:	$908

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	3.3
Land Size (SF):	143,748

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Feb 24, 2006	2511 / 150	XX01	WD	FM Florida Land Company LLC	$295,600
Nov 23, 2005	2430 / 2546	XX02	SP	Orange Ave Dev LLC	$6,616,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$287,496
Just/Market:	$287,496
Ag Credit:	$286,588
Save Our Homes or 10% Cap:	$0
Assessed:	$908
Exemption(s):	$0
Taxable:	$908

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	3.3	North St. Lucie Water Management District	$67.65

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$287,496	$908	$0	$908
2020	$287,496	$908	$0	$908
2019	$287,496	$908	$0	$908
2018	$287,496	$908	$0	$908

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Saint Lucie County

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Property Identification

Site Address: ORANGE AVE
Sec/Town/Range: 07/35S/40E
Parcel ID: 2407-134-0001-000-4
Jurisdiction: Saint Lucie County

Use Type: 1000
Account #: 166706
Map ID: 24/07N
Zoning: Comm Genra

Ownership

Orange Avenue Development LLC

28178 Hayes Rd
Roseville, MI 48066

Legal Description

7 35 40 S 600 FT OF SE 1/4 OF NE 1/4-LESS N 254.5 FT OF S 294.5 FT OF E 300 FT OF SE 1/4 OF SE 1/4 OF NE 1/4 AND LESS RD AND CANAL R/WS- AND E 65.98 FT OF S 600 FT OF SW 1/4 OF NE 1/4-LESS RD AND CANAL R/W- SUBJ TO PERM DR ESMT AS IN CA 82-59.05 (15.88 AC) (OR 3388-1893)

Current Values

Just/Market Value:	$1,556,400
Assessed Value:	$1,556,400
Exemptions:	$0
Taxable Value:	$1,556,400

Property taxes are subject to change upon change of ownership.

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- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	15.88
Land Size (SF):	691,733

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
May 7, 2012	3388 / 1893	0311	CT	Orange Avenue Mart Fla LLC	$100
Oct 5, 2007	2889 / 0077	XX02	WD	Orange Ave Dev LLC	$4,750,000
Apr 6, 2004	1940 / 2324	XX02	WD	Linda Davis Trust	$3,000,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$1,556,400
Just/Market:	$1,556,400
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$1,556,400
Exemption(s):	$0
Taxable:	$1,556,400

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	15.88	North St. Lucie Water Management District	$325.54

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$1,556,400	$1,556,400	$0	$1,556,400
2020	$1,556,400	$1,556,400	$0	$1,556,400
2019	$1,556,400	$1,556,400	$0	$1,556,400
2018	$1,556,400	$1,556,400	$0	$1,556,400

Permits

Number	Issue Date	Description	Amount	Fee

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Property Identification

Site Address: TBD
Sec/Town/Range: 07/35S/40E
Parcel ID: 2407-144-0001-000-5
Jurisdiction: Saint Lucie County

Use Type: 1000
Account #: 19838
Map ID: 24/07N
Zoning: Comm Genra

Ownership

Orange Avenue Development LLC

28178 Hayes Rd
Roseville, MI 48066

Legal Description

7 35 40 N 254.5 FT OF S 294.5 FT OF E 300 FT OF SE 1/4 OF SE 1/4 OF NE 1/4-LESS RD R/W AS IN OR 1669-2211 AND OR 2883-2575- (1.73 AC) (OR 3388-1893)

Current Values

Just/Market Value:	$169,600
Assessed Value:	$169,600
Exemptions:	$0
Taxable Value:	$169,600

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	1.73
Land Size (SF):	75,359

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
May 7, 2012	3388 / 1893	0311	CT	Orange Avenue Mart Fla LLC	$100
Oct 5, 2007	2889 / 0077	XX02	WD	Orange Ave Dev LLC	$4,750,000
Apr 6, 2004	1940 / 2324	XX02	WD	Linda Davis Trust	$3,000,000
Apr 2, 2004	1940 / 2328	XX04	WD	Linda Davis Trust	$100
Apr 1, 2004	1940 / 2330	XX04	WD	Linda Davis Trust	$100
Mar 31, 2004	1940 / 2326	XX04	WD	Linda Davis Trust	$100
Mar 3, 2003	1669 / 2211	XX02	FJ	Orange Avenue Mart Fla LLC	$0
Jan 26, 1998	1124 / 1276	XX04	PR	Linda	$100
Jan 26, 1998	1124 / 1271	XX04	PR	Linda	$100
Jan 26, 1998	1124 / 1266	XX04	PR		$100
Dec 27, 1996	1053 / 1888	XX02	PR	Jean M Davis	$100
Dec 21, 1994	0935 / 1908	XX02	WD	Jean M Davis	$850,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$169,600
Just/Market:	$169,600
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$169,600
Exemption(s):	$0
Taxable:	$169,600

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	1.73	North St. Lucie Water Management District	$35.47

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$169,600	$169,600	$0	$169,600
2020	$169,600	$169,600	$0	$169,600
2019	$169,600	$169,600	$0	$169,600
2018	$169,600	$169,600	$0	$169,600

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Saint Lucie County

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Orange Avenue Development LLC
28178 Hayes Rd
Roseville, MI 48066

OWNER CONSENT FORM

Project Name: Suchman - Millcreek
Parcel ID: 2407-134-0001-000-4 & 2407-144-0001-000-5 & 2408-233-0001-000-1

Address: TBD

BEFORE ME THIS DAY PERSONALLY APPEARED RICHARD SMITH, THE MANAGER OF ORANGE AVENUE DEVELOPMENT LLC, A MICHIGAN LIMITED LIABILITY COMPANY, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Redtail DG, Inc. and Engineering Design & Construction, Inc., both of which have been engaged by Suchman Real Estate Co., a Florida corporation ("Suchman") at Suchman's expense, to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent us 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 plat, site plan, construction plans, and other related development items for this parcel.

This CONSENT is subject to the terms and conditions of the Purchase and Sale Agreement last dated October 5, 2021 by and between the Owner and Suchman.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 26th day of May, 2022, by Richard Smith, the Manager of Orange Avenue Development LLC, a Michigan limited liability company, on behalf of such company, who is personally known to me or who has produced Drivers License (type of identification) as identification and who did (did not) take an oath.

Charles Arent
Notary Signature

CHARLES ARENT
Printed Name of Notary

(Notary Seal)

2-15-2024
My commission expires

CHARLES ARENT
Notary Public, State of Michigan
County of Macomb
My Commission Expires 02-15-2024
Acting in the County of MACOMB

By:
Owner's Signature On behalf of Orange Avenue Development LLC, a Michigan limited liability company

Richard Smith, Manager
Owner's Name

28178 Hayes Road
Street Address
Roseville, MI 48066

Telephone / Email rsmith@wolverinebronze.com

FM Millcreek Holding LLC
1698 W. Hibiscus Blvd, Suite A
Melbourne, FL 32901

OWNER CONSENT FORM

Project Name: Suchman - Millcreek

Parcel ID: 2407-124-0001-000-3

Address: TBD

BEFORE ME This day personally appeared **Hugh M. Evans, Jr. as Manager of AITF, L.L.C., the Manager of FM Florida Land Company, LLC, the Manager of FM Millcreek Holding, LLC,** who being duly sworn, deposes and says the following:

> I hereby give CONSENT to Redtail DG, Inc. and EDC Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent us 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 plat, site plan, construction plans, and other related development items for this parcel.

Further Affiant sayeth not.

The foregoing instrument was acknowledged before me this 25 day of May, 2022, by **Hugh M. Evans, Jr. as Manager of AITF, L.L.C., the Manager of FM Florida Land Company, LLC, the Manager of FM Millcreek Holding, LLC** (Name of Person Acknowledging) who is personally known to me or who has produced _____(type of identification) as identification and who did (did not) take an oath.

Bonnie L Kennedy
Notary Signature

Bonnie L Kennedy
Printed Name of Notary

(Notary Seal)
BONNIE L. KENNEDY
MY COMMISSION # HH 140133
EXPIRES: October 9, 2025
Bonded Thru Notary Public Underwriters

Oct 9, 2025
My commission expires

FM MILLCREEK HOLDING, LLC, a Florida limited liability company as Manager of FM Florida Land Company LLC, a Florida limited liability company as manager of AITF, LLC, a Florida limited liability company
Owner's Signature

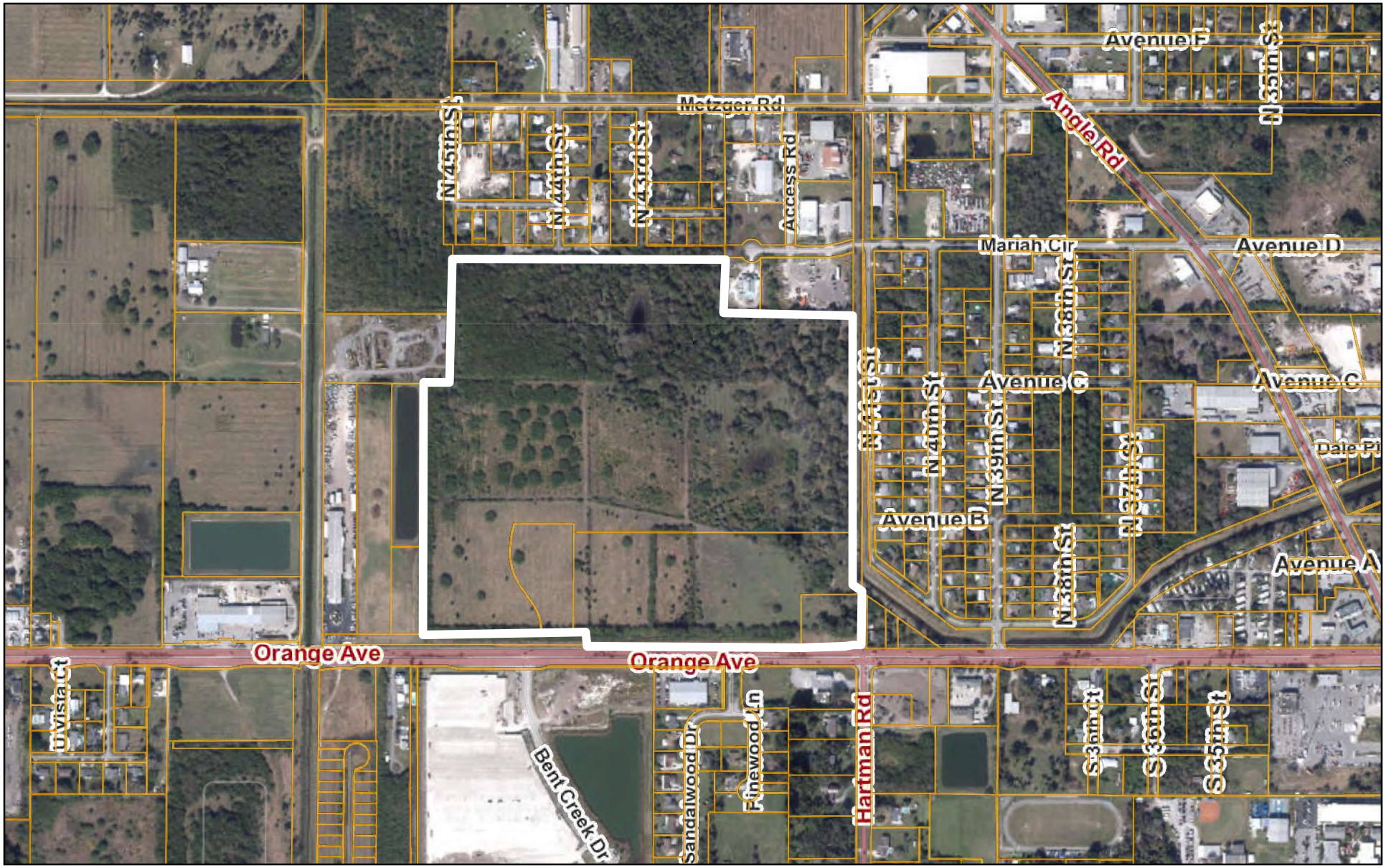
Owner's Name FM Millcreek Holding LLC
By: Hugh M. Evans, Jr., Manager

1698 W Hibiscus Blvd., Suite A,
Street Address

Melbourne, Fl 32901
City, State, Zip

321 953-3300 bonnie.fmdc@gmail.com
Telephone / Email

General Location Map



June 12, 2022

Override 1

Comparable Search

Street Centerline

Freeway

Highway

Major Arterial

Minor Arterial

Collector

Ramp

Local

Other

1:9,028

0 370 740 1,480 ft

0 112.5 225 450 m

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

ALTA NSPS LAND/TITLE SURVEY

PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP

Z:\EDC-2021\21-539 - Suchman - Millcreek 62 acres\SURVEY\Dwg - PDF\Survey\21-539 ALTA Survey Rev 2.dwg, 8/23/2022 2:15 PM
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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.

SCHEDULE B-II ITEMS

TITLE COMMITMENT PREPARED BY
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT # 5405290
COMMITMENT DATE: FEBRUARY 9, 2022, AT 8:00 AM

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.**
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS. **AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.**
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. **SHOWN ON SURVEY.**
4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS. **AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.**
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. **AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.**
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY. **AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.**
7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS. **AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.**
8. TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE, AND TAXES AND ASSESSMENTS LEVIED AND/OR ASSESSED SUBSEQUENT TO THE DATE HEREOF. **AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.**
9. INTENTIONALLY DELETED. (UNRECORDED CATTLE LEASE WAS TERMINATED).
10. INTENTIONALLY DELETED. (DUPLICATIVE DUE TO STANDARD RIGHTS OF PARTIES IN POSSESSION EXCEPTION)
11. INTENTIONALLY DELETED. (UNRECORDED EASEMENT TO MILLCREEK ORANGE AVENUE I IS NOT ON THE CAPTION)
12. INTENTIONALLY DELETED. (SEE EXCEPTION #13 BELOW)
13. EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY AS SET FORTH IN INSTRUMENT RECORDED IN DEED BOOK 74, PAGE 238, AND BOOK 190, PAGE 1094, AND BOOK 190, PAGE 1092, AS AFFECTED BY SUBORDINATION OF UTILITY INTERESTS IN BOOK 1445, PAGE 770; DEED BOOK 73, PAGE 419.
    DEED BOOK 74, PAGE 238 AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
    BOOK 190, PAGE 1094 AND BOOK 190, PAGE 1092 AFFECTS SUBJECT PROPERTY; SHOWN ON SURVEY.
    BOOK 1445, PAGE 770 & DEED BOOK 73, PAGE 419 AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
14. INTENTIONALLY DELETED. (ADDED TO EXCEPTION #13)
15. RESERVATION IN DEED AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 629, PAGE 913. **AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.**
16. EASEMENT AND RIGHT OF WAY AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 1415, PAGE 421, AS AFFECTED BY AGREED STIPULATED FINAL JUDGMENT IN BOOK 1669, PAGE 2211. **DOES NOT AFFECT SUBJECT PROPERTY.**
17. EASEMENT GRANTED TO BELLSOUTH TELECOMMUNICATIONS, INC. AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2621, PAGE 2055. **SHOWN ON SURVEY.**
18. RESOLUTION NO. 08-148 AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2987, PAGE 1551, AS AFFECTED BY BOOK 3026, PAGE 1790. **AFFECTS SUBJECT PROPERTY; RESOLUTION NO 08-148 IS NOT A SURVEY MATTER; RESOLUTION NO 08-278 IN BOOK 3026, PAGE 1790 INCLUDES A PORTION OF LAND BEING SOLD TO ST. LUCIE COUNTY AND AN EASEMENT TO ST. LUCIE COUNTY FOR INGRESS EGRESS WHICH IS SHOWN ON THE SURVEY.**
19. FORCE MAIN EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2968, PAGE 2619. **SHOWN ON SURVEY.**
20. EASEMENT(S) SET FORTH IN SPECIAL WARRANTY DEED RECORDED IN BOOK 2511, PAGE 150. **SHOWN ON SURVEY.**

PHOTOGRAMMETRIC FLIGHT NOTES & ACCURACY REPORT:

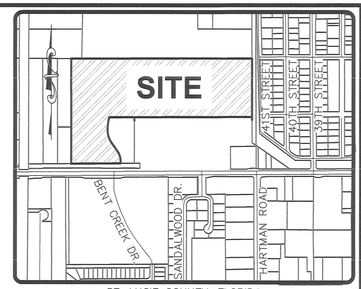
1. THIS SITE WAS FLOWN DURING JANUARY 1, 2022 UTILIZING A DJI MATRICE 300 UAV.
2. DATA POST PROCESSING WAS PERFORMED UTILIZING DRONE DEPLOY ENTERPRISE, VERSION 2132.0, ON JANUARY, 2, 2022.
3. SENSOR(S) USED: ZENMUSE P1 45MP
4. THE FLIGHT WAS CONDUCTED BY CERTIFIED REMOTE PILOT NO. 4297810 (TONY) 4481104 (RYAN) 4064815 (JOE)
5. HORIZONTAL CONTROL STATEMENT: MAP BASED UPON NORTH AMERICAN DATUM OF 1983 (NAD83), FLORIDA STATE PLANE PROJECTION, EAST ZONE, US SURVEY FEET, FL83-EF UTILIZING EPSG CODE 2236. USE OF FOUND PLAT CONTROL, STATE RIGHT OF WAY POINTS, NGS MONUMENTATION AND/OR SECTIONAL BREAKDOWN WERE USED AS PART OF THE MAPPING PROCESS. DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
6. MEASUREMENTS OF DISTANCE, AREA AND VOLUME WITHIN THE MAP ARE ACCURATE TO WITHIN 1-3 TIMES THE GROUND SAMPLING DISTANCE. MAP MEASUREMENTS ARE WITHIN 1-3% OF GROUND-BASED MEASUREMENTS.
7. FEATURES ARE LIMITED TO THOSE VISIBLE AT TIME OF THE PHOTOGRAPHY AND ARE SUBJECT TO FIELD VERIFICATION BY THE END USER. AREAS DESIGNATED AS "OBSCURED" INDICATE THE GROUND IS OBSCURED BY VEGETATION AND/OR SHADOWS. MAPPING WITHIN THESE AREAS MAY NOT MEET STANDARD ACCURACY.
8. RELATIVE ACCURACY:
    - GROUND SAMPLING DISTANCE (GSD) RANGE= 0.XXX IN./PIXEL
    - TOTAL (RMSE) X: 0.0XXX IN – Y: 0.0XXX IN – Z: 0.0XXX IN
    - TOTAL GCPS UTILIZED: XX WITH A MEAN RMS ERROR: 0.00 IN
    - CAMERA CALIBRATION/OPTIMIZATION: 0.00% VARIATION FROM REFERENCE DATA.
9. DENSIFICATION:
    - TOTAL POINTS COLLECTED: 40 MILLION
    - EXTRACTED TOPOGRAPHY SHOWN BASED ON A POINT CLOUD DENSITY OF: 40.40 POINTS/FT²
10. THIS MAP MEETS OR EXCEEDS THE ASPRS ACCURACY STANDARDS FOR DIGITAL GEOSPATIAL DATA.

LIDAR FLIGHT NOTES & ACCURACY REPORT:

1. THIS SITE WAS FLOWN DURING JANUARY 1, 2022 UTILIZING A DJI MATRICE 300 UAV.
2. FLIGHT PLANNING WAS PERFORMED WITH DJI PILOT FOR FLIGHT PLANNING AND POST-PROCESSED USING TRIMBLE BUSINESS CENTER AND/OR PIX4D SURVEY.
3. THE FLIGHT WAS OBSERVED BY CERTIFIED REMOTE PILOT NO. 4297810.
4. GROUND ELEVATIONS WHERE SPOT CHECKED WITH GPS REAL TIME KINEMATIC (RTK) OBSERVATION.
5. MEASUREMENTS OF DISTANCE, AREA AND VOLUME WITHIN THE MAP ARE ACCURATE TO WITHIN 1-3 TIMES THE GROUND SAMPLING DISTANCE. MAP MEASUREMENTS ARE WITHIN 1-3% OF GROUND-BASED MEASUREMENTS.
6. FEATURES ARE LIMITED TO THOSE VISIBLE AT TIME OF THE FLIGHT AND ARE SUBJECT TO FIELD VERIFICATION BY THE END USER. AREAS DESIGNATED AS "OBSCURED" INDICATE THE GROUND IS OBSCURED BY VEGETATION AND/OR SHADOWS. MAPPING WITHIN THESE AREAS MAY NOT MEET STANDARD ACCURACY.
7. RELATIVE ACCURACY:
    - VERTICAL ACCURACY IS ± 0.25' FOR OPEN AREAS
    - VERTICAL ACCURACY IS ± 0.50' AREAS OF DENSE VEGETATION.
8. THIS MAP MEETS OR EXCEEDS THE ASPRS ACCURACY STANDARDS FOR DIGITAL GEOSPATIAL DATA.

SYMBOL & ABBREVIATION LEGEND:

Ⓐ	AIR RELEASE VALVE	CONC	CONCRETE	DIP	DUCTILE IRON PIPE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	HYD	HYDRANT		METAL POWER POLE	PCP	PERMANENT CONTROL POINT	RWV	RECLAIMED WATER VALVE	S.L.C.	ST. LUCIE COUNTY	UNK	UNKNOWN
AL	ARC LENGTH		CONCRETE LIGHT POST	E	EAST/EASTING	FPL	FLORIDA POWER AND LIGHT	IN	INCH	MP	METAL PIPE	PRM	PERMANENT REFERENCE MONUMENT	RLS	REGISTERED LAND SURVEYOR	STA	STATION	UNK HH	UNKNOWN HANDHOLD
ASPH	ASPHALT	CM	CONCRETE MONUMENT	EOW	EDGE OF WATER	FT	FOOT	INV	INVERT	MON	MONUMENT	P.B.	PLAT BOOK	RCP	REINFORCED CONCRETE PIPE	Ⓓ	STORMWATER DRAINAGE MANHOLE	RISER BOX	UNKNOWN RISER BOX
BFP	BACK FLOW PREVENTER	CPP	CONCRETE POWER POLE (CPP)	EB	ELECTRIC BOX	FM	FORCE MAIN	IP	IRON PIPE	NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	(P)	PLAT DATA	R/W	RIGHT-OF-WAY		STREET SIGN	U	UNKNOWN TYPE MANHOLE
	BENCHMARK (BM)		CONCRETE POWER POLE W/STREET LIGHT	EHH	ELECTRIC HAND HOLE (EHH)	FND	FOUND	IR	IRON ROD	N/D	NON DESCRIPT NAIL AND DISK	P.O.B.	POINT OF BEGINNING	R/C	ROD AND CAP	TELE RISER	TELEPHONE RISER BOX	VCP	VITRIFIED CLAY PIPE
	BIKE RACK		CONCRETE SIGNAL LIGHT POLE	EM	ELECTRIC METER	Ⓕ	FPL MANHOLE	IR/C	IRON ROD AND CAP	N.R.	NON RADIAL	P.O.C.	POINT OF COMMENCEMENT		IRRIGATION CONTROL VALVE	TOE	TOE OF SLOPE	WM	WATER METER
CATV □	CABLE RISER		CORRUGATED METAL PIPE	ELEC PANEL	ELECTRICAL PANEL	SQ. FT.	SQUARE FEET	L	LENGTH	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	P.C.C.	POINT OF COMPOUND CURVE	Ⓢ	SANITARY MANHOLE	TOB	TOP OF BANK/BERM	WSM	WATER SERVICE METER (WM)
(C)	CALCULATED	CMP		EL./ELEV.	ELEVATION	GAS	GAS VALVE		LIGHT POST	N	NORTH OR NORTHING	P.C.	POINT OF CURVATURE	SV	SANITARY VALVE	T.O.N.	TOP OF NUT		
	CATCH BUN		CURB INLET	F.O.	FIBER OPTIC	GIS	GEOGRAPHIC INFORMATION SYSTEMS	MAG/D	MAG NAIL MAG BRAND NAIL	No.	NUMBER	P.T.	POINT OF TANGENCY	SEC	SECTION	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)	WV	WATER VALVE (WV)
℄	CENTERLINE		DECORATIVE LIGHT POST	FOHH	FIBER OPTIC HAND HOLE	GND	GROUND	Ⓜ	MAILBOX	O.R.B.	OFFICIAL RECORDS BOOK	P.O.T.	POINT OF TERMINUS		PROPERTY CORNER	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)	Ⓦ	WELL
CCR	CERTIFIED CORNER RECORD	(D)	DEED		FIBER OPTIC MARKER		GROUND LIGHT	M.C.	MARTIN COUNTY	OHW	OVER HEAD WIRES	PVC	POLYVINYL CHLORIDE		RIGHT-OF-WAY CONTROL	TWNSHP	TOWNSHIP	W	WEST
CLF	CHAIN LINK FENCE	D.B.	DEED BOOK	FIBER RISER	FIBER OPTIC RISER		GUY WIRE ANCHOR	MH/WL	MEAN HIGH WATER LINE	P.G.	PAGE	PSL	PORT SAINT LUCIE, FLORIDA		SIGN	T	TRAFFIC HANDHOLD	WF	WOOD FENCE
CHD.	CHORD	Δ	DELTA/CENTRAL ANGLE				HANDICAP	MLWL	MEAN LOWER WATER LINE	PCN	PARCEL CONTROL NUMBER	R	RADIUS	S	SOUTH	TSCB	TRAFFIC SIGNAL CONTROL BOX		WOOD POLE STREET LIGHT
CO O	CLEAN OUT	ø	DIAMETER (DIA.)	(M)	FIELD MEASURED		HIGH DENSITY POLYETHYLENE PIPE		METAL LIGHT POST	PK NAIL	PARKER-KALON NAIL	RGE	RANGE		SPIGOT	TYP	TYPICAL		WOOD POWER POLE
COMM RISER	COMMUNICATION RISER	Ⓓ	DRAINAGE MANHOLE	F.F.E.	FINISHED FLOOR ELEVATION	HDPE	HOG WIRE FENCE			PK/D	PARKER-KALON NAIL & DISK	RTK	REAL TIME KINEMATIC		SPRINKLER VALVE	U.E.	UTILITY EASEMENT		



ST. LUCIE COUNTY, FLORIDA
VICINITY MAP
NO SCALE

LEGAL DESCRIPTION:

PARCEL A:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT-OF- WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28N WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY, THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

SURVEYORS NOTES AND REPORT:

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2. THE LAST DATE OF FIELD WORK WAS FEBRUARY 24, 2021.
3. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT. MATTERS OF RECORD HEREON SHOWN IN REFERENCE TO TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 5405290, HAVING A COMMITMENT DATE OF MAY 24, 2021.
4. PARCELS CONTAIN A TOTAL OF 2,690,282.72 SQUARE FEET (61.760 ACRES), MORE OR LESS.
5. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (1990).
6. SUB-SURFACE IMPROVEMENTS INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE NOT LOCATED AS PART OF THIS SURVEY OTHER THAN SURFACE LEVEL "FOUNDATIONS" OF UTILITIES THAT WERE VISIBLE AT THE TIME OF THE SURVEY.
7. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
8. BEARINGS SHOWN HERON ARE BASED UPON GRID BEARINGS AND REFERENCE TO THE LINE LABELED HERON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
9. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON GPS REAL TIME KINEMATIC (RTK) OBSERVATION. THE ORIGINATING BENCHMARK FOR THIS SURVEY IS ST. LUCIE COUNTY VERTICAL CONTROL BENCHMARK DESIGNATED "MOBIL," HAVING A PUBLISHED ELEVATION OF 17.51 FEET, NAVD. SITE BENCHMARKS UTILIZED ARE SHOWN HEREON.
10. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPRECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLES "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
11. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
12. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
13. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
14. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AT THIS TIME, PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0178J, HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.
15. THERE IS A 40' STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SECTION 7 (SHOWN ON THE MAP PORTION IN RED) WHICH HAS QUESTIONABLE OWNERSHIP AS IT'S INCLUDED IN THE LEGAL DESCRIPTION FOR PARCEL A, BUT LESSED OUT IN THE LEGAL DESCRIPTION FOR PARCEL B.

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

MICHAEL T. OWEN License Number 5556 STATE OF FLORIDA Professional Surveyor and Mapper

SIGNATURE DATE: 8/23/22

ENGINEERS & SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

ABB — DRAWN BY
MTO — CHECKED BY
SV — FIELD CREW
21-539 ALTA Survey Rev 2.dwg — FILENAME
AS SHOWN — SCALE
August 23, 2022 — DATE

DATE	REVISION COMMENTS
08/23/22	REVISED BOUNDARY LINES REMOVED AREA OF QUESTIONABLE OWNERSHIP - ABB (SPT)
08/09/22	ADDRESSED COMMENTS FROM ATTORNEY - ABB
07/08/22	UPDATED BOUNDARY BASED ON NEW LEGAL DESCRIPTION - ABB
02/02/22	ADDRESSED COMMENTS FROM ATTORNEY - ABB

ALTA NSPS LAND/TITLE SURVEY
PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP
LAND LYING IN THE NORTHEAST 1/4
SEC. 07, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

21-539

1 OF 3

ALTA NSPS LAND/TITLE SURVEY

PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

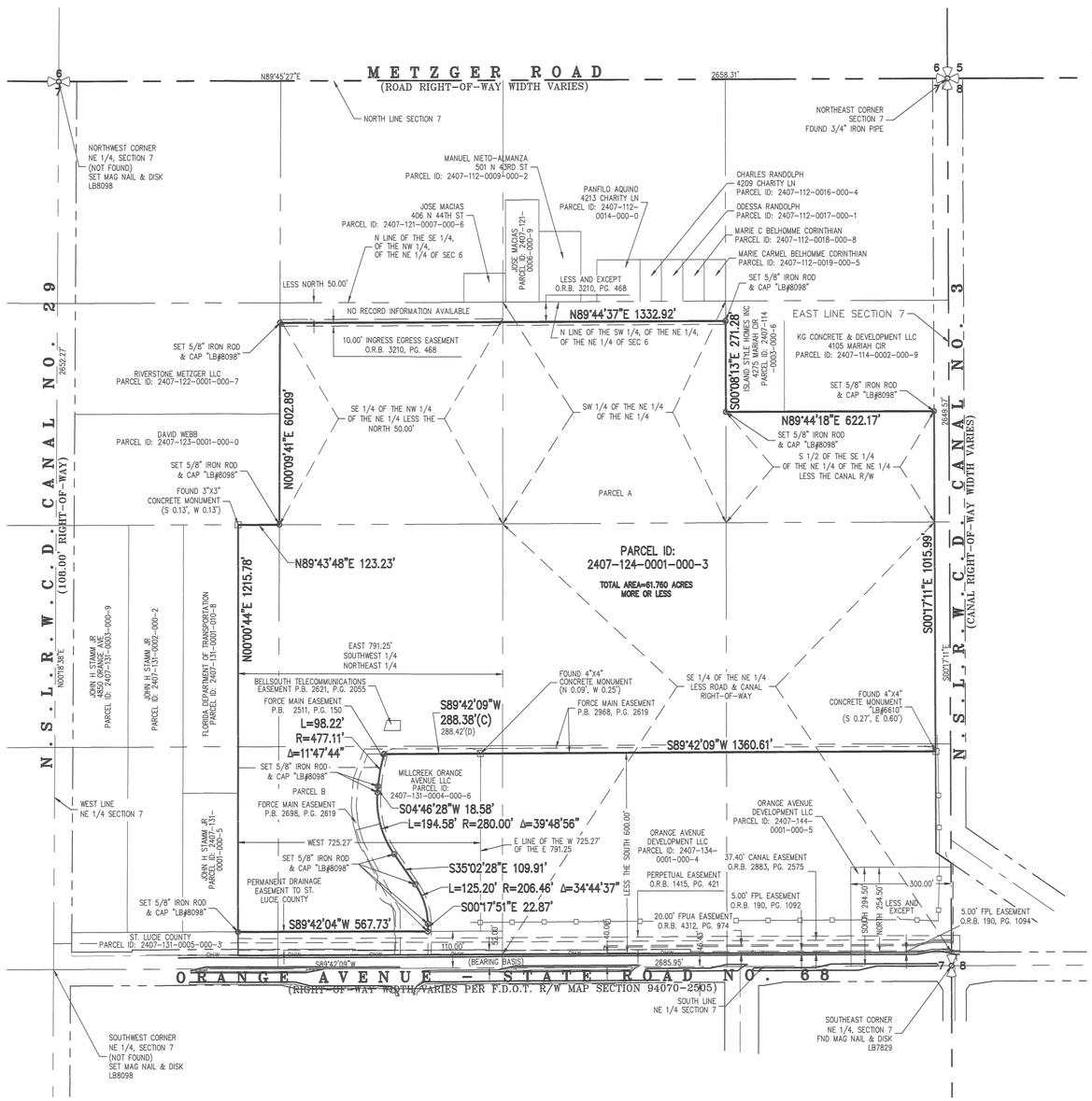


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ABB	DRAWN BY
MTO	CHECKED BY
SV	FIELD CREW
21-539 ALTA Survey Rev 2.dwg	FILENAME
AS SHOWN	SCALE
August 23, 2022	DATE

DATE	REVISION COMMENTS
08/22/22	REVISED BOUNDARY LINES REMOVED AREA OF QUESTIONABLE OWNERSHIP - ABB (SPT)
08/15/22	ADDED TITLE REVIEW & EASEMENTS PER CHICAGO TITLE - ABB
02/08/22	UPDATED BOUNDARY BASED ON NEW LEGAL DESCRIPTION - ABB
09/09/22	ADDRESSED COMMENTS FROM ATTORNEY - ABB

ALTA NSPS LAND/TITLE SURVEY
PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP

LAND LYING IN THE NORTHEAST 1/4
SEC. 07, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

21-539

Z:\EDC-2021\21-539 - Suchman - Millcreek 62-acres\SURVEY\Dwg - PDF\Survey\21-539 ALTA Survey Rev 2.dwg, 8/23/2022 2:15 PM
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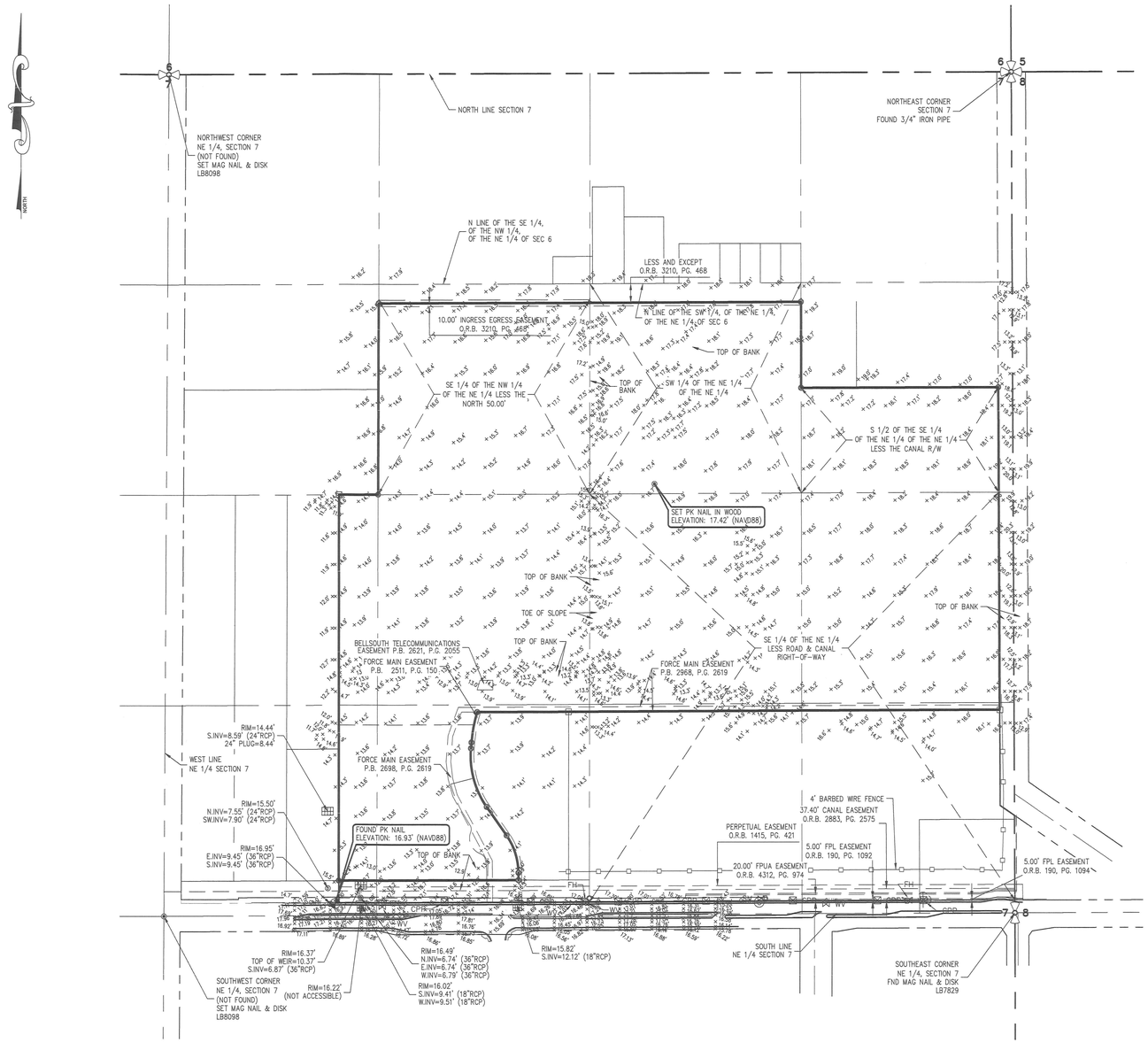
ALTA NSPS LAND/TITLE SURVEY

PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.



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ENVIRONMENTAL

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F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

ABB	DRAWN BY
MTO	CHECKED BY
SV	FIELD CREW
21-539 ALTA Survey Rev 2.dwg	FILENAME
AS SHOWN	SCALE
August 23, 2022	DATE

DATE	REVISION COMMENTS
09/23/22	REVISED BOUNDARY LINES (REMOVED AREA OF QUESTIONABLE OWNERSHIP) - ABB (EPT)
09/07/22	UPDATED TITLE COMMITMENT TO NEW FILE NUMBER - ABB
03/08/22	UPDATED BOUNDARY BASED ON NEW LEGAL DESCRIPTION - ABB
02/02/22	ADDRESSED COMMENTS FROM ATTORNEY - ABB

ALTA NSPS LAND/TITLE SURVEY
PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP

LAND LYING IN THE NORTHEAST 1/4
SEC. 07, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

21-539

3 OF 3

Z:\EDC-2021\21-539 - Suchman - Millcreek 62-acres\SURVEY\Dwg - PDF\Survey\21-539 ALTA Survey Rev 2.dwg, 8/23/2022 2:15 PM
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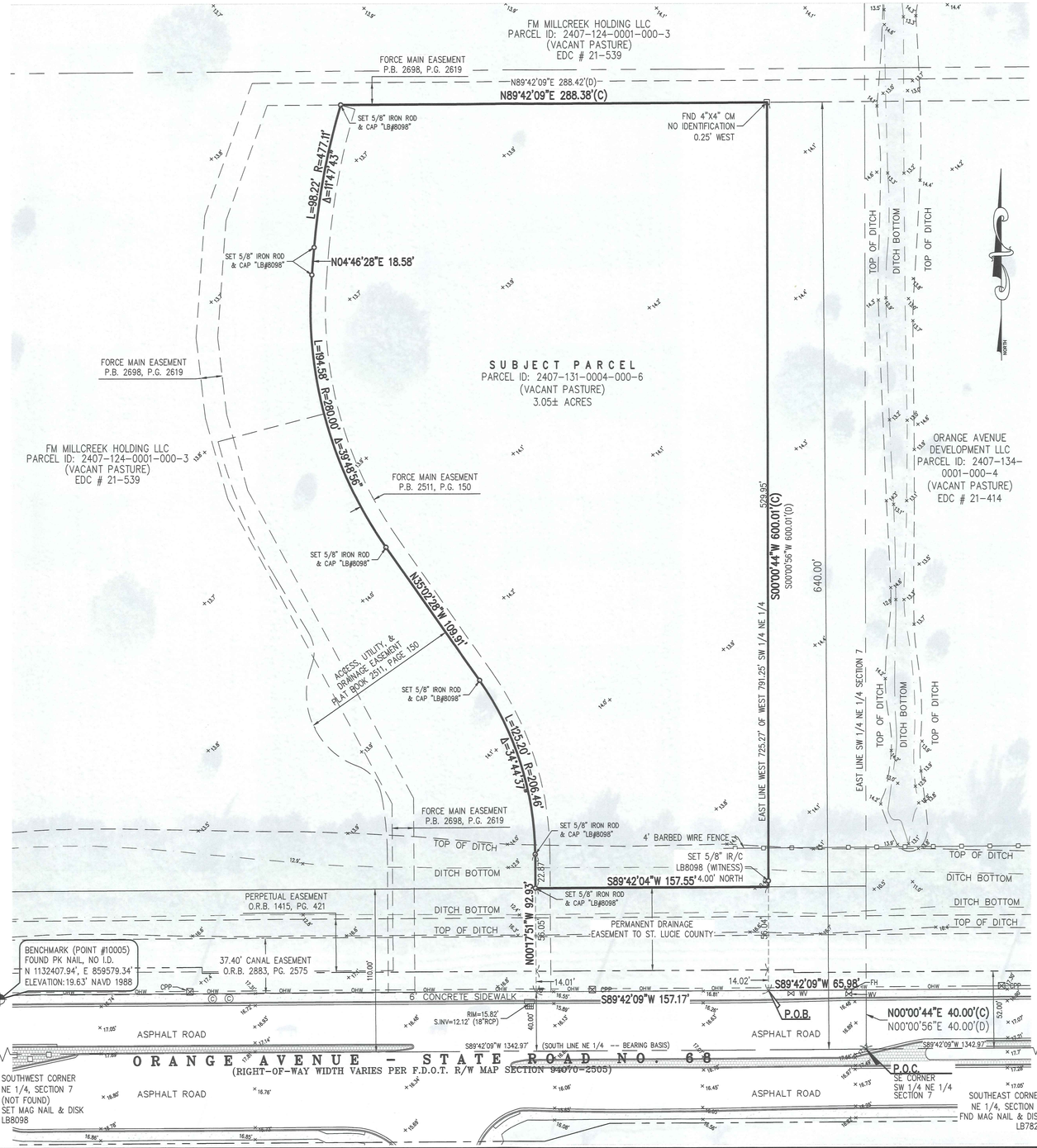
BOUNDARY & TOPOGRAPHIC SURVEY

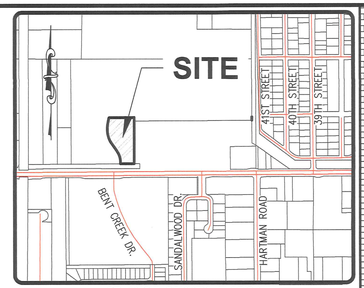
FOR: SUCHMAN REAL ESTATE GROUP



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.



ST. LUCIE COUNTY, FLORIDA

VICINITY MAP

NO SCALE

SYMBOL & ABBREVIATION LEGEND:

A	AIR RELEASE VALVE	Ø	DIAMETER (DIA.)	HDPE	HIGH DENSITY POLYETHYLENE PIPE	PRM	PERMANENT REFERENCE MONUMENT
AL	ARC LENGTH	D	DRAINAGE MANHOLE	HWF	HOG WIRE FENCE	P.B.	PLAT BOOK
ASPH	ASPHALT	DIP	DUCTILE IRON PIPE	H	HYDRANT	(P)	PLAT DATA
BFP	BACK FLOW PREVENTER	E	EAST/EASTING	IN	INCH	P.O.B.	POINT OF BEGINNING
	BENCHMARK (BM) OR GROUND CONTROL POINT (GCP)	EOW	EDGE OF WATER	INV	INVERT	P.O.C.	POINT OF COMMENCEMENT
	BIKE RACK	EB	ELECTRIC BOX	IP	IRON PIPE	P.C.C.	POINT OF COMPOUND CURVE
CATV	CABLE RISER	EHH	ELECTRIC HAND HOLE (EHH)	IR	IRON ROD	P.C.	POINT OF CURVATURE
(C)	CALCULATED	EM	ELECTRIC METER	IR/C	IRON ROD AND CAP	P.T.	POINT OF TANGENCY
	CATCH BASIN	ELEC PANEL	ELECTRICAL PANEL		IRRIGATION CONTROL VALVE	P.O.T.	POINT OF TERMINUS
℄	CENTERLINE	EL./ELEV.	ELEVATION	L	LENGTH	PVC	POLYVINYL CHLORIDE
COR	CERTIFIED CORNER RECORD	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY		LIGHT POST	PSL	PORT SAINT LUCIE, FLORIDA
CLF	CHAIN LINK FENCE	F.O.	FIBER OPTIC	MAG/D	MAG NAIL MAG BRAND NAIL	PLS	PROFESSIONAL LAND SURVEYOR
CHD.	CHORD	FOHH	FIBER OPTIC HAND HOLE	M	MAILBOX		RADIUS
CO	CLEAN OUT		FIBER OPTIC MARKER	M.C.	MARTIN COUNTY	R	RANGE
COMM RISER	COMMUNICATION RISER	FIBER RISER	FIBER OPTIC RISER	MHWL	MEAN HIGH WATER LINE	RGE	REAL TIME KINEMATIC
CONC	CONCRETE	(M)	FIELD MEASURED	MLWL	MEAN LOWER WATER LINE	RTK	RECLAIMED WATER VALVE
	CONCRETE LIGHT POST	F.F.E.	FINISHED FLOOR ELEVATION		METAL LIGHT POST	RWV	REGISTERED LAND SURVEYOR
CM	CONCRETE MONUMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION		METAL POWER POLE	RLS	REINFORCED CONCRETE PIPE
CPP	CONCRETE POWER POLE (CPP)	FPL	FLORIDA POWER AND LIGHT	MP	METAL PIPE	RCP	RIGHT-OF-WAY
	CONCRETE POWER POLE W/STREET LIGHT	FT	FOOT	MON	MONUMENT	R/W	ROD AND CAP
	CONCRETE SIGNAL LIGHT POLE	FM	FORCE MAIN	NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	R/C	SANITARY MANHOLE
CMP	CORRUGATED METAL PIPE	FND	FOUND	N/D	NON DESCRIPT NAIL AND DISK	S	SANITARY VALVE
	CURB INLET	P	FPL MANHOLE	N.R.	NON RADIAL	SV	SECTION
	DECORATIVE LIGHT POST	SQ FT.	SQUARE FEET	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	SEC	PROPERTY CORNER
(D)	DEED	GAS	GAS VALVE	N	NORTH OR NORTHING		RIGHT-OF-WAY CONTROL
D.B.	DEED BOOK	GIS	GEOGRAPHIC INFORMATION SYSTEMS	No.	NUMBER		SIGN
Δ	DELTA/CENTRAL ANGLE	GND	GROUND	O.R.B.	OFFICIAL RECORDS BOOK	S	SOUTH
	HANDICAP		GROUND LIGHT	OHW	OVER HEAD WIRES		SPIGOT
			GUY WIRE ANCHOR	PG	PAGE		SPRINKLER VALVE
				PCN	PARCEL CONTROL NUMBER	S.L.C.	ST. LUCIE COUNTY
				PK NAIL	PARKER-KALON NAIL	STA	STATION
				PK/D	PARKER-KALON NAIL & DISK	D	STORMWATER DRAINAGE MANHOLE
				PCP	PERMANENT CONTROL POINT		
							STREET SIGN
						TEL RISER	TELEPHONE RISER BOX
						TOE	TOE OF SLOPE
						TOB	TOP OF BANK/BERM
						T.O.N.	TOP OF NUT
						X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
						X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
						TWNSHP	TOWNSHIP
						T	TRAFFIC HANDHOLD
						TSCB	TRAFFIC SIGNAL CONTROL BOX
						TYP	TYPICAL
						U.E.	UTILITY EASEMENT
						UNK	UNKNOWN
						UHH	UNKNOWN HANDHOLD
						RISER BOX	UNKNOWN RISER BOX
						U	UNKNOWN TYPE MANHOLE
						VCP	VITRIFIED CLAY PIPE
						WM	WATER METER
						W	WATER SERVICE METER (WM)
						WV	WATER VALVE (WV)
							WELL
						W	WEST
						WF	WOOD FENCE
							WOOD POLE STREET LIGHT
							WOOD POWER POLE

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28N WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY, THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.05 ACRES, MORE OR LESS.

SURVEYORS NOTES AND REPORT:

1. THIS BOUNDARY SURVEY WAS PERFORMED FOR THE PURPOSE OF MAPPING EXISTING FEATURES AND CONDITIONS, AS SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON JULY 13, 2022. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SURVEY MAP AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ORIGINAL ELECTRONIC SIGNATURE. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
3. THE LAST DATE OF FIELD WORK (AND DATA ACQUISITION) WAS JANUARY 13, 2022.
4. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT. A TITLE SEARCH FOR THIS PROPERTY HAS NOT BEEN ABSTRACTED TO SHOW MATTERS OF RECORD SUCH AS EASEMENTS OR OTHER ENCUMBRANCES OR RESTRICTIONS.
5. PARCELS CONTAIN A TOTAL OF 3.05 ACRES, MORE OR LESS.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM–EAST ZONE, NAD 83 (1990).
7. UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY, UNLESS FEATURES WERE VISIBLE AT THE SURFACE LEVEL.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH AND REFERENCE TO THE LINE LABELED HEREON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON THE FLORIDA PERMANENT REFERENCE NETWORKS (FPRN) USING GPS REAL TIME KINEMATIC (RTK) OBSERVATION WITH AND ACCURACY OF ±0.06'–0.10'. SITE BENCHMARKS UTILIZED ARE SHOWN HEREON.
11. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPRECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLES "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
12. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
13. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
14. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
15. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA OF MINIMAL FLOOD HAZARD AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0178J, HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE: 7/14/2022

MICHAEL T. OWEN License Number 5556 STATE OF FLORIDA Professional Surveyor and Mapper

ENGINEERS ⊘ SURVEYORS ENVIRONMENTAL
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772-462-2455
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F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

SPT	MTO	SV	22-301 BNDY & Topo.dwg	AS SHOWN	July 12, 2022
DRAWN BY	CHECKED BY	FIELD CREW	FILENAME	SCALE	DATE

REVISION COMMENTS

DATE

BOUNDARY & TOPOGRAPHIC SURVEY

FOR: SUCHMAN REAL ESTATE GROUP

LAND LYING IN THE NORTHEAST 1/4
SEC. 07, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

22-301

1 OF 1

Z:\EDC 2022\22-301 - Suchman - Parcel G Orange Ave\SURVEY\Dwg - PDF\Survey\22-301 BNDY & Topo.dwg, 7/14/2022 2:57 PM
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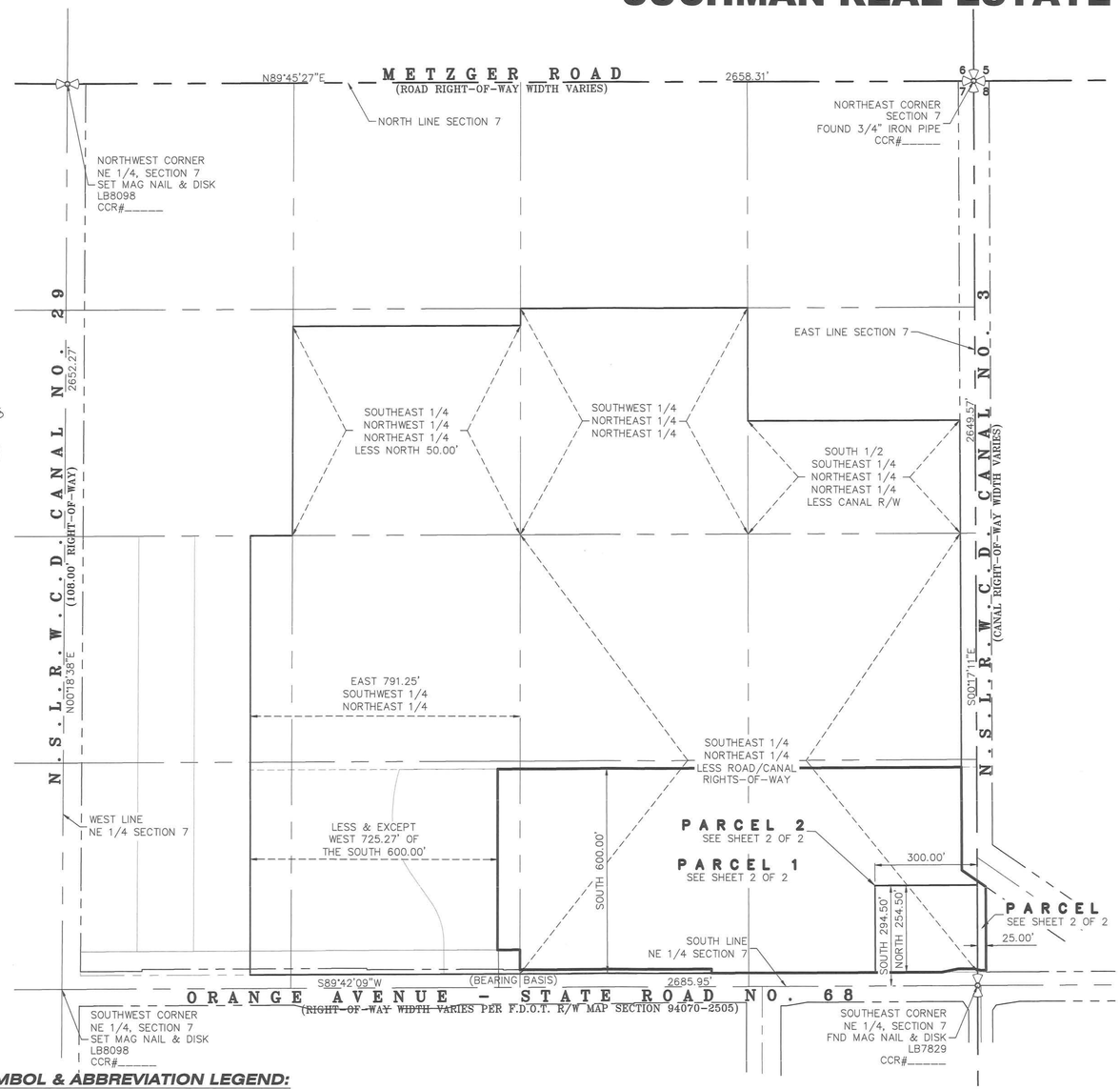
BOUNDARY & TOPOGRAPHIC SURVEY

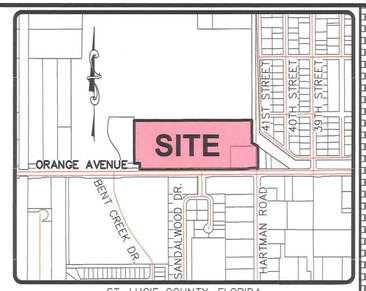
PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP



GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.



ST. LUCIE COUNTY, FLORIDA

VICINITY MAP

NO SCALE

LEGAL DESCRIPTION:

PARCEL 1:

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4; LESS THE NORTH 50 FEET THEREOF; AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, LESS THE NORTH 254.5 FEET OF THE SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; AND THE EAST 791.25 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS, ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 254.5 FEET OF THE SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

PARCEL 3:

THAT PART OF THE WEST 25 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 40 EAST, WHICH LIES NORTH OF ORANGE AVENUE EXTENSION AND SOUTH OF THE DRAINAGE CANAL (SAID 25 FOOT STRIP BEING APPROXIMATELY 355 FEET NORTH AND SOUTH); LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY AS DESCRIBED AS PARCEL NO. 211 IN OFFICIAL RECORDS BOOK 1415, PAGE 421, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THE WEST 725.27 FEET OF SAID SOUTH 600.00 FEET THEREOF.

CONTAINING 18.92 ACRES, MORE OR LESS.

SURVEYORS NOTES AND REPORT:

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2. THE LAST DATE OF FIELD WORK WAS MARCH 11, 2022.
3. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT. MATTERS OF RECORD HEREON SHOWN IN REFERENCE TO TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NUMBER 9973482, HAVING A COMMITMENT DATE OF OCTOBER 15, 2021. ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
4. PARCELS CONTAIN A TOTAL OF 18.92 ACRES, MORE OR LESS.
5. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM–EAST ZONE, NAD 83 (1990).
6. SUB–SURFACE IMPROVEMENTS INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE NOT LOCATED AS PART OF THIS SURVEY OTHER THAN SURFACE LEVEL "FOUNDATIONS" OF UTILITIES THAT WERE VISIBLE AT THE TIME OF THE SURVEY.
7. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
8. BEARINGS SHOWN HERON ARE BASED UPON GRID BEARINGS AND REFERENCE TO THE LINE LABELED HERON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
9. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON GPS REAL TIME KINEMATIC (RTK) OBSERVATION. THE ORIGINATING BENCHMARK FOR THIS SURVEY IS ST. LUCIE COUNTY VERTICAL CONTROL BENCHMARK DESIGNATED "MOBIL," HAVING A PUBLISHED ELEVATION OF 17.51 FEET, NAVD. SITE BENCHMARKS UTILIZED ARE SHOWN HEREON.
10. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPRECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLES "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
11. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
12. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
13. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
14. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AT THIS TIME, PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0178J, HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.
15. THE LEGAL DESCRIPTION FOR PARCEL 1 DESCRIBES THE SOUTH 600.00 FEET OF THE PROPERTY DESCRIBED, LESS AND EXCEPT RIGHTS–OF–WAY, WHICH IS AMBIGUOUS DUE TO THE NUMBER OF RIGHT–OF–WAY TAKINGS AND/OR DEDICATIONS THAT EXPANDED THE WIDTH OF THE RIGHT–OF–WAY OF ORANGE AVENUE. IT IS THE OPINION OF THIS OFFICE THAT THE DESCRIPTION WAS INTENDED TO BE THE SOUTH 600.00 FEET OF THE PROPERTY AS MEASURED FROM THE ORIGINAL NORTH RIGHT–OF–WAY LINE OF ORANGE AVENUE, BASED ON THE RECORD DEED DESCRIBING THE SAME LANDS SHOWN HEREON BEING RECORDED MONTHS BEFORE FLORIDA DEPARTMENT OF TRANSPORTATION MAPS TAKING ADDITIONAL RIGHT–OF–WAY.
16. THE LEGAL DESCIPTION FOR PARCEL 1 PREAMBLE STATES THAT THE LAND LIES IN SECTIONS 7 AND 8 BEFORE STATING "ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST." IT IS THE OPINION OF THIS OFFICE THAT THE INCLUSION OF SECTION 8 IS A SCRIVENER'S ERROR AND DOES NOT APPLY TO THIS SURVEY. THIS OFFICE ALSO BELIEVES THAT THE CALL OF "LESS AND EXCEPT THE WEST 725.27 FEET OF SAID SOUTH 600.00 FEET THEREOF" SHOULD BE ADDED TO PARCEL 1 SPECIFICALLY, AS NEITHER PARCEL 2 NOR PARCEL 3 LIE WITHIN THE AREA BEING LESSED FROM THE SOUTH 600.00 FEET.

LIDAR FLIGHT NOTES & ACCURACY REPORT:

1. THIS SITE WAS FLOWN DURING JANUARY 1, 2022 UTILIZING A DJI MATRICE 300 UAV.
2. FLIGHT PLANNING WAS PERFORMED WITH DJI PILOT FOR FLIGHT PLANNING AND POST–PROCESSED USING TRIMBLE BUSINESS CENTER AND/OR PIX4D SURVEY.
3. THE FLIGHT WAS OBSERVED BY CERTIFIED REMOTE PILOT NO. 4297810 (TONY) 4481104 (RYAN) 4064815 (JOE) .
4. GROUND ELEVATIONS WHERE SPOT CHECKED WITH GPS REAL TIME KINEMATIC (RTK) OBSERVATION.
5. MEASUREMENTS OF DISTANCE, AREA AND VOLUME WITHIN THE MAP ARE ACCURATE TO WITHIN 1–3 TIMES THE GROUND SAMPLING DISTANCE. MAP MEASUREMENTS ARE WITHIN 1–3% OF GROUND–BASED MEASUREMENTS.
6. FEATURES ARE LIMITED TO THOSE VISIBLE AT TIME OF THE FLIGHT AND ARE SUBJECT TO FIELD VERIFICATION BY THE END USER. AREAS DESIGNATED AS "OBSCURED" INDICATE THE GROUND IS OBSCURED BY VEGETATION AND/OR SHADOWS. MAPPING WITHIN THESE AREAS MAY NOT MEET STANDARD ACCURACY.
7. RELATIVE ACCURACY:
   - VERTICAL ACCURACY IS ± 0.25' FOR OPEN AREAS
   - VERTICAL ACCURACY IS ± 0.50' AREAS OF DENSE VEGETATION.
8. THIS MAP MEETS OR EXCEEDS THE ASPRS ACCURACY STANDARDS FOR DIGITAL GEOSPATIAL DATA.

SYMBOL & ABBREVIATION LEGEND:

(A)	AIR RELEASE VALVE	CONC	CONCRETE	DIP	DUCTILE IRON PIPE OF TRANSPORTATION	FDOT	FLORIDA DEPARTMENT	HYD	HYDRANT		METAL POWER POLE	PCP	PERMANENT CONTROL POINT	RW	RECLAIMED WATER VALVE	S.L.C.	ST. LUCIE COUNTY	UNK	UNKNOWN
AL	ARC LENGTH		CONCRETE LIGHT POST	E	EAST/EASTING		FLORIDA POWER AND LIGHT	IN	INCH	MP	METAL PIPE	PRM	PERMANENT REFERENCE MONUMENT	RLS	REGISTERED LAND SURVEYOR	STA.	STATION	UNK HH	UNKNOWN HANDHOLD
ASPH	ASPHALT	CM	CONCRETE MONUMENT	EOW	EDGE OF WATER	FPL	FOOT	INV	INVERT	MON	MONUMENT	P.B.	PLAT BOOK	RCP	REINFORCED CONCRETE PIPE	D	STORMWATER DRAINAGE MANHOLE	RISER BOX	UNKNOWN RISER BOX
BFP	BACK FLOW PREVENTER	CPP	CONCRETE POWER POLE (CPP)	EB	ELECTRIC BOX	FM	FORCE MAIN	IP	IRON PIPE	NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	(P)	PLAT DATA	R/W	RIGHT-OF-WAY		STREET SIGN	U	UNKNOWN TYPE MANHOLE
	BENCHMARK (BM)		CONCRETE POWER POLE W/STREET LIGHT	EHH	ELECTRIC HAND HOLE (EHH)	FND	FOUND	IR	IRON ROD	N/D	NON DESCRIPT NAIL AND DISK	P.O.B.	POINT OF BEGINNING	R/C	ROD AND CAP	TELE RISER	TELEPHONE RISER BOX	VCP	VITRIFIED CLAY PIPE
	BIKE RACK	ELEC PANEL	ELECTRICAL PANEL	EM	ELECTRIC METER	(F)	FPL MANHOLE	IR/C	IRON ROD AND CAP	N.R.	NON RADIAL	P.O.C.	POINT OF COMMENCEMENT	(S)	SANITARY MANHOLE	TOE	TOE OF SLOPE	WM	WATER METER
CATV □	CABLE RISER		CONCRETE SIGNAL LIGHT POLE		IRRIGATION CONTROL VALVE	SQ FT.	SQUARE FEET	L	LENGTH	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	P.C.C.	POINT OF COMPOUND CURVE	SV	SANITARY VALVE	TOB	TOP OF BANK/BERM	W	WATER SERVICE METER (WM)
(C)	CALCULATED	CMP	CORRUGATED METAL PIPE	EL./ELEV.	ELEVATION	GAS	GAS VALVE	LP	LIGHT POST	N	NORTH OR NORTHING	P.C.	POINT OF CURVATURE	SEC	SECTION	T.O.N.	TOP OF NUT	WV	WATER VALVE (WV)
	CATCH BASIN		CURB INLET	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	GIS	GEOGRAPHIC INFORMATION SYSTEMS	MAG/D	MAG NAIL MAG BRAND NAIL	No.	NUMBER	P.T.	POINT OF TANGENCY		PROPERTY CORNER	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)		
℄	CENTERLINE		DECORATIVE LIGHT POST	F.O.	FIBER OPTIC	GND	GROUND	M	MAILBOX	O.R.B.	OFFICIAL RECORDS BOOK	P.O.T.	POINT OF TERMINUS		RIGHT-OF-WAY CONTROL	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)		
CCR	CERTIFIED CORNER RECORD	(D)	DEED	FOHH	FIBER OPTIC HAND HOLE	M.C.	MARTIN COUNTY	OHW	OVER HEAD WIRES	PG.	PAGE	PVC	POLYVINYL CHLORIDE		SIGN	TWNSHP	TOWNSHIP		
CLF	CHAIN LINK FENCE	D.B.	DEED BOOK		FIBER OPTIC MARKER	MHWL	MEAN HIGH WATER LINE	PCN	PARCEL CONTROL NUMBER	PK NAIL	PARKER–KALON NAIL	PSL	PORT SAINT LUCIE, FLORIDA	S	SOUTH		TRAFFIC HANDHOLD		
CHD.	CHORD	Δ	DELTA/CENTRAL ANGLE	FIBER RISER	FIBER OPTIC RISER	MLWL	MEAN LOWER WATER LINE	PK/D	PARKER–KALON NAIL & DISK	R	RADIUS	PLS	PROFESSIONAL LAND SURVEYOR		SPIGOT	TSCB	TRAFFIC SIGNAL CONTROL BOX		
CO O	CLEAN OUT	ø	DIAMETER (DIA.)	(M)	FIELD MEASURED		METAL LIGHT POST	HDPE	HIGH DENSITY POLYETHYLENE PIPE	RGE	RANGE					TYP	TYPICAL		
COMM RISER	COMMUNICATION RISER	(D)	DRAINAGE MANHOLE	F.F.E.	FINISHED FLOOR ELEVATION	HWF	HOG WIRE FENCE			RTK	REAL TIME KINEMATIC				SPRINKLER VALVE	U.E.	UTILITY EASEMENT		WOOD POWER POLE

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER — SIGNATURE DATE: 8-23-2022

FLORIDA REGISTRATION #5556

MICHAEL T. OWEN License Number 5556 STATE OF FLORIDA Professional Surveyor and Mapper

ENGINEERS ⊘ SURVEYORS
ENVIRONMENTAL

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F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DRAWN BY	SPT
CHECKED BY	MTO
FIELD CREW	SV
FILENAME	21-414 BST_rev2.dwg
SCALE	AS SHOWN
DATE	August 29, 2022

DATE	REVISION COMMENTS
09/23/22	REVISED PER COMMENTS - SPT
01/31/22	CREATED ADDITIONAL LABELS TO CLARIFY COMMITMENT EXCEPTIONS - SPT

BOUNDARY & TOPOGRAPHIC SURVEY
PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP
LAND LYING IN THE NORTHEAST 1/4
SEC. 07, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

ENGINEERS ⊘ SURVEYORS
ENVIRONMENTAL

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

21-414

1 OF 2

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BOUNDARY & TOPOGRAPHIC SURVEY

PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

SET 5/8" IR/C LB8098 (WITNESS) CCR ACCESSORY
S29°55'27"W 67.71'
N84°04'20"E 43.71'
N35°56'11"W 69.76'
SET 5/8" IR/C LB8098 (WITNESS) CCR ACCESSORY

NORTHWEST CORNER NE 1/4, SECTION 7 SET MAG NAIL & DISK LB8098 N 1135019.40 E 859053.20 CCR TO BE FILED

N89°45'27"E 2658.31'

METZGER ROAD
(ROAD RIGHT-OF-WAY WIDTH VARIES)

NORTHEAST CORNER SECTION 7 FOUND 3/4" IRON PIPE N 1135030.65 E 861711.49 CCR TO BE FILED

N.S.L.R.W.C.D. CANAL NO. 29
(108.00' RIGHT-OF-WAY)

2652.27'

UNPLATTED LAND (NOT INCLUDED) VACANT/WOODED

FND 4"X4" CM NO IDENTIFICATION 0.25' WEST

S89°42'09"W 1360.62'

FLOOD ZONE "X"
FLOOD ZONE "A"

FND 4"x4" CM NO IDENTIFICATION 0.27'S, 0.60'E

TOP OF DITCH
CENTER OF DITCH
TOP OF DITCH

4' BARB-WIRE FENCE +6' EAST OF PL
TOP OF CANAL
BOTTOM OF CANAL

N.S.L.R.W.C.D. CANAL NO. 3
(CANAL RIGHT-OF-WAY WIDTH VARIES)
S00°17'11"E 2342.66'
N00°17'11"W 301.74'

UNPLATTED LAND (NOT INCLUDED) VACANT/WOODED

TOP OF DITCH
DITCH BOTTOM
TOP OF DITCH

EAST LIMIT WATER AGREEMENT (O.B. 83, PG. 142)

S00°00'44"W 529.95'

PARCEL 1
VACANT/WOODED
17.04± ACRES

FND 5/8" IR/C LB7056
0.11'N, 0.26'W

N55°28'11"W 54.81'
N00°17'11"W 12.46'

SET 5/8" IR/C LB8098

S89°42'09"W 300.00'

SET 5/8" IR/C LB8098
FND 4"x4" CM AGW RLS1859 0.43' SOUTH

PARCEL 3
VACANT/WOODED
0.15± ACRES

25.00'

FLOOD ZONE "A"

PARCEL 2
VACANT/WOODED
1.74± ACRES

GATE

55'11" PER PB 6, PG. 24

UNPLATTED LAND (NOT INCLUDED) OCCUPIED

N00°17'11"W 247.22'
N00°17'11"W 244.64'

SET 5/8" IR/C LB8098 (WITNESS) 4.00' NORTH

PERMANENT DRAINAGE EASEMENT TO ST. LUCIE COUNTY

N89°42'04"E 65.98'

4' BARB-WIRE FENCE

SET 5/8" IR/C LB8098 (WITNESS) 10.00' SOUTH

S00°00'44"W 58.06'

TOP OF DITCH
CENTER OF DITCH

SET 5/8" IR/C LB8098

N89°42'09"E 562.55'

TOP OF DITCH
COMMUNICATION RISER ON CONC. PAD

TOP OF DITCH
37.40' CANAL EASEMENT O.R.B. 2883, PG. 2575
TOP OF DITCH
20.00' FPUA EASEMENT O.R.B. 4312, PG. 974

BENCHMARK #2
SET NAIL & DISK (LB8098)
BM ELEV: 16.66' NAVD'88
POINT #20045

5.00' FPL EASEMENT O.R.B. 190, PG. 1092

S00°17'11"E 254.50'

5.00' FPL EASEMENT O.R.B. 190, PG. 1094

20.00' FPUA EASEMENT O.R.B. 4312, PG. 974

S00°18'02"E 12.00'
N89°41'27"E 480.15'
N78°48'21"E 50.12'
N89°43'52"E 194.87'

F CURB (TYP)
COMMUNICATION MANHOLE RIM: 16.77'
5' CONC. SIDEWALK
F CURB (TYP)
5' CONC. SIDEWALK
2685.95'

N00°17'11"W 47.40'

ORANGE AVENUE – STATE ROAD NO. 68
(RIGHT-OF-WAY WIDTH VARIES PER F.D.O.T. R/W MAP SECTION 94070-2505)
(DIVIDED ASPHALT ROADWAY WIDTH VARIES)

SOUTHWEST CORNER NE 1/4, SECTION 7 SET MAG NAIL & DISK LB8098 N 1132367.17 E 859038.82 CCR TO BE FILED

BENCHMARK #3
SET NAIL & DISK (LB8098)
BM ELEV: 16.86' NAVD'88
POINT #20047

BENCHMARK #1
SLC BENCHMARK "MOBIL"
BM ELEV: 17.51' NAVD'88
POINT #20031

SOUTHEAST CORNER NE 1/4, SECTION 7 FND MAG NAIL & DISK LB7829 N 1132381.11 E 861724.73 CCR TO BE FILED

SYMBOL & ABBREVIATION LEGEND:

(A)	AIR RELEASE VALVE	CPP ⊠	CONCRETE POWER POLE (CPP)	EL./ELEV.	ELEVATION		GROUND LIGHT	☼	METAL LIGHT POST	P.O.B.	POINT OF BEGINNING		PROPERTY CORNER	UNK	UNKNOWN
AL	ARC LENGTH		GUY WIRE ANCHOR	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY				METAL POWER POLE	P.O.C.	POINT OF COMMENCEMENT		RIGHT-OF-WAY CONTROL	UNKN HH	UNKNOWN HANDHOLD
ASPH	ASPHALT		CONCRETE POWER POLE W/STREET LIGHT	F.O.	FIBER OPTIC	♿	HANDICAP	MP	METAL PIPE	P.C.C.	POINT OF COMPOUND CURVE		SIGN	UNKN RISER	UNKNOWN RISER BOX
BFP	BACK FLOW PREVENTER		CONCRETE SIGNAL LIGHT POLE	FOHH	FIBER OPTIC HAND HOLE	HDPE	HIGH DENSITY POLYETHYLENE PIPE	MON	MONUMENT	P.C.	POINT OF CURVATURE	S.L.C.	ST. LUCIE COUNTY	U	UNKNOWN TYPE MANHOLE
BM	BENCHMARK (BM)	CMP	CORRUGATED METAL PIPE		FIBER OPTIC MARKER	HWF	HOG WIRE FENCE	N/D	NON DESCRIPT NAIL AND DISK	P.T.	POINT OF TANGENCY	STA	STATION	VCP	VITRIFIED CLAY PIPE
	BIKE RACK		CURB INLET	FIBER RISER	FIBER OPTIC RISER	HYD	HYDRANT	N.R.	NON RADIAL	P.O.T.	POINT OF TERMINUS	D	STORMWATER DRAINAGE MANHOLE	W	WATER SERVICE METER (WM)
CATV □	CABLE RISER		DECORATIVE LIGHT POST	(M)	FIELD MEASURED	IN	INCH	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	PVC	POLYVINYL CHLORIDE		STREET SIGN	WV ⋈	WATER VALVE (WV)
(C)	CALCULATED	(D)	DEED	F.F.E.	FINISHED FLOOR ELEVATION	INV	INVERT			PSL	PORT SAINT LUCIE, FLORIDA	TELE RISER □	TELEPHONE RISER BOX		
	CATCH BASIN	D.B.	DEED BOOK	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	IP	IRON PIPE	No.	NUMBER	PLS	PROFESSIONAL LAND SURVEYOR	TOE	TOE OF SLOPE	WF	WOOD FENCE
℄	CENTERLINE	Δ	DELTA/CENTRAL ANGLE	FPL	FLORIDA POWER AND LIGHT	IR	IRON ROD	O.R.B.	OFFICIAL RECORDS BOOK	R	RADIUS	TOB	TOP OF BANK/BERM		WOOD POLE STREET LIGHT
CCR	CERTIFIED CORNER RECORD	ø	DIAMETER (DIA.)	FT	FOOT	IR/C	IRON ROD AND CAP	OHW	OVER HEAD WIRES	RGE	RANGE	T.O.N.	TOP OF NUT		
CLF	CHAIN LINK FENCE	Ⓓ	DRAINAGE MANHOLE	FM	FORCE MAIN		IRRIGATION CONTROL VALVE	PG	PAGE	RTK	REAL TIME KINEMATIC	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)		WOOD POWER POLE
CHD.	CHORD	DIP	DUCTILE IRON PIPE	FND	FOUND	L	LENGTH	PCN	PARCEL CONTROL NUMBER	RWV ⋈	RECLAIMED WATER VALVE	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)		
CO O	CLEAN OUT	ECW	EDGE OF WATER	Ⓕ	FPL MANHOLE		LIGHT POST	PK NAIL	PARKER-KALON NAIL	RLS	REGISTERED LAND SURVEYOR	TWNSHP	TOWNSHIP		
COMM RISER □	COMMUNICATION RISER	EB □	ELECTRIC BOX	SQ FT.	SQUARE FEET	MAG/D	MAG NAIL MAG BRAND NAIL	PK/D	PARKER-KALON NAIL & DISK	RCP	REINFORCED CONCRETE PIPE	T	TRAFFIC HANDHOLD		
CONC	CONCRETE	EHH	ELECTRIC HAND HOLE (EHH)	GAS ⋈	GAS VALVE	Ⓜ	MAILBOX	PCP	PERMANENT REFERENCE POINT	R/W	RIGHT-OF-WAY	TSCB	TRAFFIC SIGNAL CONTROL BOX		
	CONCRETE LIGHT POST	EM ⊠	ELECTRIC METER	GIS	GEOGRAPHIC INFORMATION SYSTEMS	MHWL	MEAN HIGH WATER LINE	PRM	PERMANENT REFERENCE MONUMENT	Ⓢ	SANITARY MANHOLE	TYP	TYPICAL		
CM	CONCRETE MONUMENT	ELEC PANEL	ELECTRICAL PANEL	GND	GROUND	MLWL	MEAN LOWER WATER LINE	P.B. (P)	PLAT BOOK PLAT DATA	SV ⋈	SANITARY VALVE	U.E.	UTILITY EASEMENT		
										SEC	SECTION				

Line Table		
Line #	Direction	Length
L1	N89°44'25"E	15.30'
L2	S76°42'57"E	9.98'
L3	S76°43'23"E	8.92'
L4	N89°58'15"E	20.99'
L5	N89°42'09"E	26.25'
L6	N55°28'11"W	30.45'

RIGHT-OF-WAY DETAIL

Scale in feet
1 inch = 20 Feet

PARCEL 2
VACANT/WOODED
1.74± ACRES

FND 5/8" IR/C NO IDENTIFICATION 0.25'S, 0.23'W
FND 5/8" IR/C LB7829 1.04'N, 3.97'W
FND 5/8" IR/C FDOT (UNDER WALK)
FND 5/8" IR/C CAP ILLEGIBLE 0.41' WEST
FND 5/8" IR/C CAP ILLEGIBLE 0.32' WEST
SIGNAL MAST ARM
N78°48'21"E 50.12'
5' CONC. SIDEWALK
F CURB (TYP)
SET 5/8" IR/C LB8098
SET 5/8" IR/C LB8098
SET 5/8" IR/C LB8098

PARCEL 3
VACANT/WOODED
0.15± ACRES

N00°17'11"W 247.22'
N00°17'11"W 244.64'

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DRAWN BY	SPT
CHECKED BY	MTO
FIELD CREW	SV
FILENAME	21-414 B&T_mr2.dwg
SCALE	AS SHOWN
DATE	August 23, 2022

DATE	REVISION COMMENTS
08/23/22	REVISED PER COMMENTS - SPT
01/31/22	CREATED ADDITIONAL LABELS TO CLARIFY COMMITMENT EXCEPTIONS - SPT

BOUNDARY & TOPOGRAPHIC SURVEY
PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP
LAND LYING IN THE NORTHEAST 1/4
SEC. 07, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

21-414

2 OF 2

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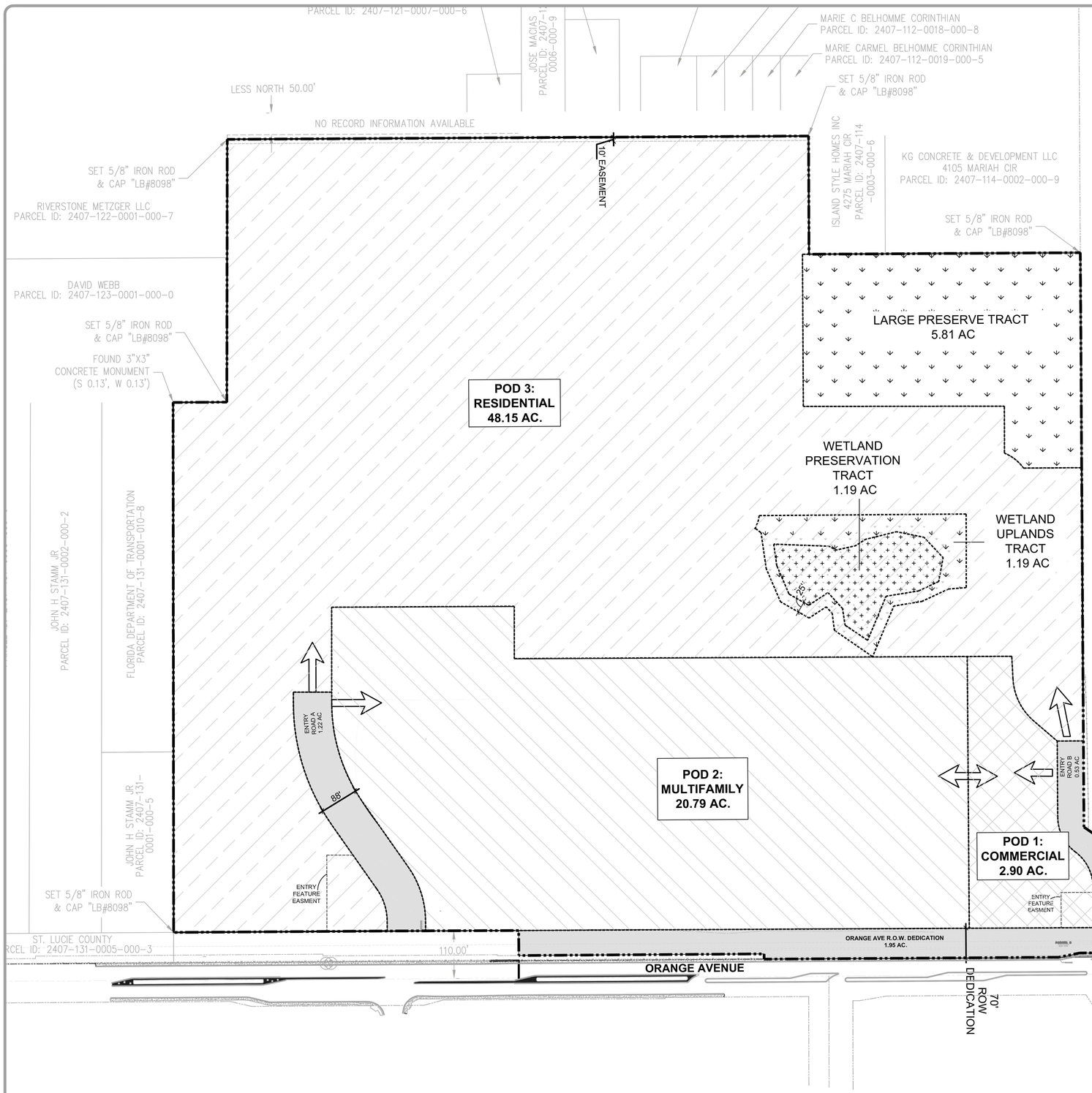

VICINITY MAP
SCALE = N.T.S

LEGEND

- PD BOUNDARY
- PARCEL BOUNDARY
- EASEMENT
- DEDICATED ROW
- WETLAND PRESERVATION
- UPLAND PRESERVE
- FULL ACCESS
- LIMITED ACCESS
- MULTIFAMILY
- RESIDENTIAL
- COMMERCIAL

SITE DATA

LOCATION: NORTHWEST OF ORANGE AVENUE AND HARTMAN ROAD

TOTAL ACRES: 83.73
PARCEL 1: PCN: 2407-134-0001-000-4
PARCEL 2: PCN: 2407-144-0001-000-5
PARCEL 3: PCN: 2408-233-0001-000-1
PARCEL 4: PCN: 2407-124-0001-000-3
PARCEL 5: PCN: 2407-131-0004-000-6

CURRENT FLU & ZONING
PARCEL 1: - COMMERCIAL/GENERAL COMMERCIAL
PARCEL 2: - COMMERCIAL/GENERAL COMMERCIAL
PARCEL 3: - COMMERCIAL/GENERAL COMMERCIAL
PARCEL 5: -RESIDENTIAL HIGH (RH-15 & RESIDENTIAL MEDIUM (RM-9)/PLANNED UNIT DEVELOPMENT-PUD
PARCEL 6: - COMMERCIAL/GENERAL COMMERCIAL

OVERALL PROPOSED DEVELOPMENT

MAX. NUMBER OF DWELLING UNITS PER FLU: 1,011
MAX. AREA OF COMMERCIAL SPACE PER FLU: 69,260 SF

POD 1: COMMERCIAL
TOTAL: 2.90 ACRES
PROPOSED FLU: MIXED USE MXD
PROPOSED ZONING: PLANNED DEVELOPMENT PD
PERIMETER SETBACKS
ORANGE: 20 FEET
WEST: 10 FEET
REAR: 10 FEET
EAST: 10 FEET
OPEN SPACE: 20%
STORMWATER: 15%
*INCLUDES ADJACENT ENTRY ROAD B

POD 2: MULTIFAMILY
TOTAL: 20.79 ACRES
PROPOSED FLU: MIXED USE MXD
PROPOSED ZONING: PLANNED DEVELOPMENT PD
PERIMETER SETBACKS
ORANGE: 40 FEET
WEST: 15 FEET
REAR: 15 FEET
EAST: 15 FEET

NUMBER OF UNITS ALLOWED (ACRES X 15)
OPEN SPACE: 20%
STORMWATER: 15%
*INCLUDES ADJACENT ENTRY A

POD 3: RESIDENTIAL
TOTAL: 48.15 ACRES
PROPOSED FLU: **RM (Medium Density Residential)**
PROPOSED ZONING: PLANNED DEVELOPMENT PD
PERIMETER SETBACKS
ORANGE: 40 FEET
WEST: 15 FEET
REAR: 15 FEET
EAST: 15 FEET

NUMBER OF UNITS ALLOWED (ACRES X 12)
OPEN SPACE: 20%
STORMWATER: 15%

RIGHT-OF-WAY DEDICATIONS

ORANGE AVENUE
TOTAL: 1.95 ACRES

ENTRY ROAD A
ALIGNED WITH BENT CREEK DRIVE
TOTAL: 1.22 ACRES*
*STORMWATER PROVIDED IN APARTMENTS

ENTRY ROAD B
ALIGNED WITH HARTMAN ROAD
TOTAL: 0.53 ACRES*
*STORMWATER PROVIDED IN COMMERCIAL

PRESERVE TRACTS

LARGE UPLAND PRESERVE TRACT
TOTAL: 5.81 ACRES

WETLAND BUFFER UPLAND PRESERVE TRACT
1.19 ACRES

WETLAND PRESERVE TRACT
1.19 ACRE

NOTES:
1. REFER TO PD DOCUMENTS FOR PERMITTED USES, INTENSITIES, AND OTHER RELATED USES
2. PROPOSED ACCESS POINTS, STORMWATER, AND OPEN SPACE LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE CONFIGURATION AND LOCATION UPON DETAILED DEVELOPMENT PLANS
3. ALL LIGHTING SHALL BE INTERNATIONAL DARK COMPLIANT
4. ALL SIGNAGE TO MEET CITY OF FORT PIECE SIGN REGULATIONS

NORTH

SCALE: 1"=120'

0' 60' 120' 360'

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JM DRAWN BY
MILLCREEK_PD PLAN-8-31-22.DWG FILENAME
PD PLAN LAYOUT
AS NOTED SCALE
08/29/2022 DATE

REVISION COMMENTS
DATE

ORANGE AVE. DEVELOPMENT II
MILLCREEK
PD PLAN

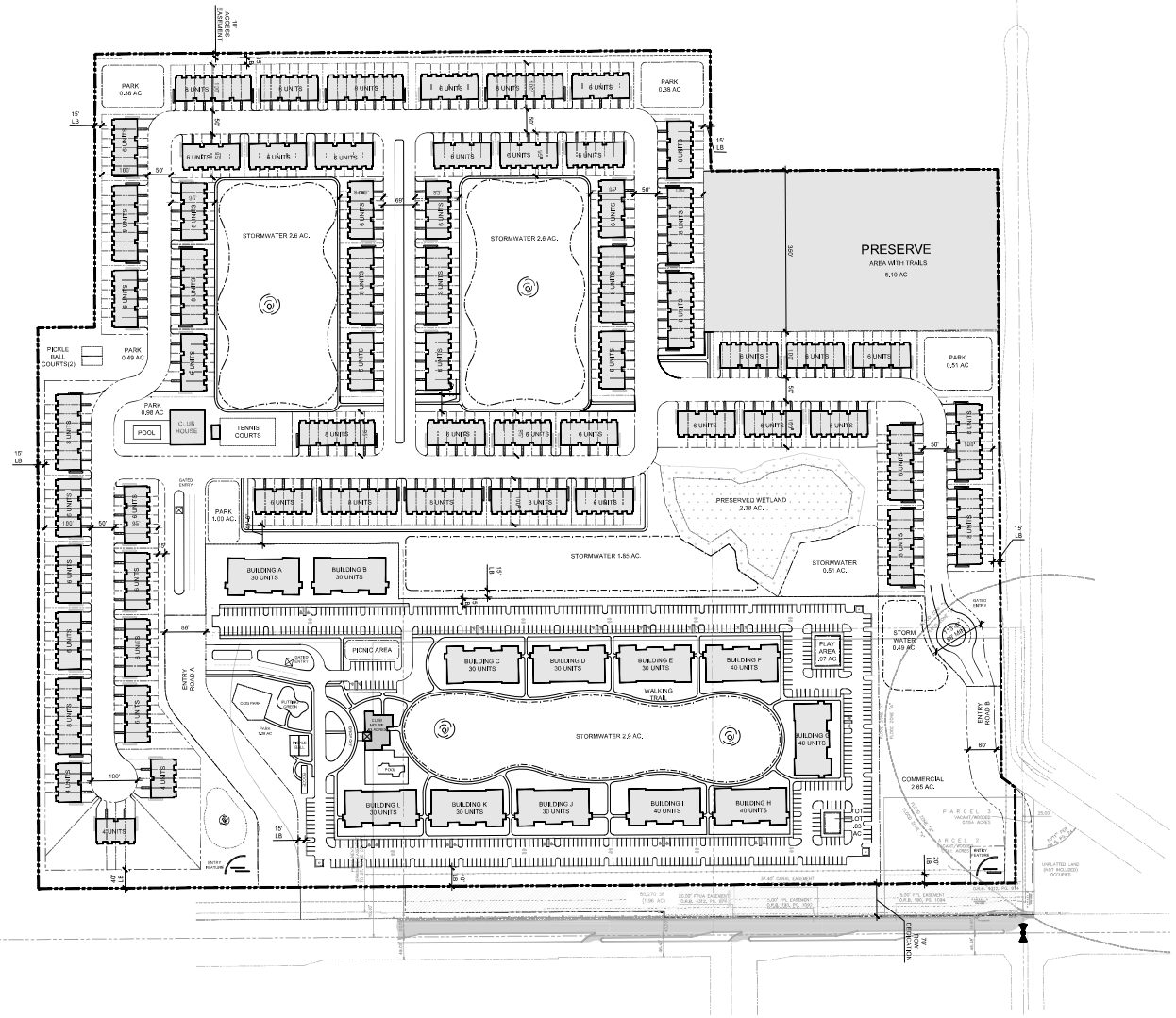
FLORIDA

FORT PIERCE

PD PLAN

22011

SP.1



VICINITY MAP
SCALE = N.T.S

SITE DATA

LOCATION: NORTHWEST OF ORANGE AVENUE AND HARTMAN ROAD

TOTAL ACRES: 84.54
PARCEL 1: 17.04 (PCN: 2407-134-0001-000-4)
PARCEL 2: 1.74 (PCN: 2407-144-0001-000-0)
PARCEL 3: 0.15 (2409-253-0001-000-1)
PARCEL 4: 62.57 (PCN: 2407-134-0001-000-3)
PARCEL 5: 3.04 (PCN: 2407-131-0004-000-6)

CURRENT FLU & ZONING
PARCEL 1: PSI= COMMERCIAL/GENERAL COMMERCIAL
PARCEL 2: PSI= COMMERCIAL/GENERAL COMMERCIAL
PARCEL 3: PSI= COMMERCIAL/GENERAL COMMERCIAL
PARCEL 5: PSI=RESIDENTIAL HIGH (RH-15 & RESIDENTIAL MEDIUM (RM-9
/PLANNED UNIT DEVELOPMENT-PUD
PARCEL 6: PSI= COMMERCIAL/GENERAL COMMERCIAL

PROPOSED DEVELOPMENT

TOTAL DWELLING UNITS: 800
TOTAL DWELLING UNITES/ NET ACRE: 9.46
TOTAL COMMERCIAL: APPROX. 20,000 SF

ORANGE AVENUE DEDICATED RIGHT-OF-WAY
TOTAL: 1.86 ACRES

ENTRY ROAD A RIGHT-OF-WAY
TOTAL: 1.14 ACRES*
*STORMWATER PROVIDED IN APARTMENTS

ENTRY ROAD A ENTRY FEATURE
TOTAL: 0.02 ACRES

ENTRY ROAD B RIGHT-OF-WAY & ENTRY FEATURE
TOTAL: 0.84 ACRES*
*STORMWATER PROVIDED IN COMMERCIAL

GENERAL COMMERCIAL
TOTAL: 2.65 ACRES
RETENTION PROVIDED*: 0.49 ACRES (15%)
*INCLUDES ADJACENT ENTRY ROAD B & ENTRY FEATURE

APARTMENT NEIGHBORHOOD
TOTAL: 18.42 ACRES

PROPOSED NUMBER OF UNITS: 400
UNITS PER ACRE: 21.71

30 BUILDING TYPICAL:
THREE STORIES
12 ONE BEDROOMS
12 TWO BEDROOMS
6 THREE BEDROOMS
40 BUILDING TYPICAL:
FOUR STORIES
16 ONE BEDROOMS
16 TWO BEDROOMS
8 THREE BEDROOMS

PARKING REQUIRED (1.5 PER UNIT)= 600 SPACES ; 2% HANDICAP =12 SPACES
PARKING PROVIDED: 632 (612 + 20 GUEST/CLUBHOUSE) INCLUDES 26 HANDICAP
OPEN SPACE, CLUBHOUSE, POOL, PARKS, AND TRAILS: 5.35 ACRES
RETENTION PROVIDED: 2.9 ACRES (10%)
*INCLUDES ADJACENT ENTRY A

TOWNHOUSE NEIGHBORHOOD
TOTAL: 55.98 ACRES
PROPOSED NUMBER OF UNITS: 400
UNITS PER ACRE: 7.14

WETLAND PRESERVATION
TOTAL: 2.38 ACRES

UPLAND PRESERVATION
TOTAL: 5.1 ACRES

NET ACRES: 48.5

BUILDING TYPICAL:
BUILDING TYPE A: 4 UNITS: 3 BUILDINGS = 12 UNITS
BUILDING TYPE B: 6 UNITS: 38 BUILDINGS = 228 UNITS
BUILDING TYPE C: 8 UNITS: 20 BUILDINGS = 160 UNITS

PARKING REQUIRED: 2 PER UNIT
PARKING PROVIDED: 2 PER UNIT & ON-STREET GUEST PARKING & 12 CLUBHOUSE SPACES
CLUBHOUSE, POOL, PARKS : 5.72

RETENTION PROVIDED*: 7.56 ACRES (15.5%)

NOTES:
-ALL LIGHTING SHALL BE INTERNATIONAL DARK SKY COMPLIANT
-ALL SIGNAGE TO MEET CITY OF FORT PIERCE SIGN REGULATIONS

NORTH

SCALE: 1"=120'

0' 60' 120' 360'

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p. 772.342.1655
redtailrealtyllc.com

HD DESIGNED BY
JM DRAWN BY
MILLCREEK_SITEPLAN-A-A-22-2.DWG FILENAME
OVERALL MASTER PLAN LAYOUT
AS NOTED SCALE
09/08/2022 DATE

REVISION COMMENTS
DATE

ORANGE AVE. DEVELOPMENT II
MILLCREEK
E,F,G
SITE PLAN
ST. LUCIE COUNTY FLORIDA

PRELIMINARY OVERALL MASTER PLAN

22011

SP.1

Landscape Plan - N/A

TECHNICAL MEMORANDUM

TO: LARRY SUCHMAN
CC: RJ KENNEDY, PE
FROM: STEVEN FRINK, EI
SUBJECT: Millcreek – Drainage Statement
DATE: JUNE 16, 2022

The project area has a total project area of 82.58-acres. As the project lies within the jurisdiction of the North St Lucie River Water Control District (NSLRWCD), St Lucie County (SLC), and the South Florida Water Management District (SFWMD), all applicable rules and guidelines will need to be adhered to.

To satisfy the NSLRWCD, an evaluation of the stormwater discharge will need to be completed. The NSLRWCD requires that discharge be limited to 2 inches of rainfall depth over the project area for the 10-year – 3-day design storm event for any given 24-hour time period. This equates to a discharge rate of 13.76 ac-ft. St Lucie County will require an evaluation of the 25-year – 3-day storm event to ensure that the surrounding areas are not impacted. The 25-year – 3-day storm event will also be used to establish the minimum perimeter berm elevation for the project.

SFWMD requires an evaluation of the 25-year – 3-day storm event, the 100-year – 3-day storm event, and a nitrogen and phosphorus loading evaluation. As with SLC the 25-year – 3-day storm event will be used to establish the minimum perimeter berm elevation. The 100-year – 3-day storm event is utilized to establish the finished floor elevations of all habitual buildings on the property. Along with each storm event, an evaluation of the nitrogen and phosphorus loading, more commonly known as nutrient removal will need to be completed. The nutrient removal evaluation is completed in a pre-development and post-development condition. The analysis will ensure that the amount of nitrogen and phosphorus leaving the site in the post development condition does not exceed the pre-development condition.

The proposed drainage improvement will need to have a form of both dry and wet detention/retention for the commercial component of the development and only wet retention for the residential component. The drainage improvements typically occupy 15%-20% of the developed project area. A control structure will need to be designed to limit the discharge to the amount noted above and provide the required nutrient removal before discharging to the NSLRWCD Canal Number 3.

December 17, 2021

Suchman Real Estate Group
Attn: Lawrence Suchman
1550 Madruga Avenue #230
Coral Gables, FL 33146
Email: larry@suchmangroup.com

Reference: **Environmental Assessment**
Millcreek 62ac. – Orange Avenue
St. Lucie County, Florida
Parcel ID #s: 2407-124-0001-000-3

Dear Mr. Suchman,

EDC, Inc. (EDC) has completed this Environmental Assessment (EA) for the above referenced property. The purpose of this evaluation was to conduct a review of the above listed 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 this parcel.

The following report details the findings of our on-site and desktop investigations of the properties as they pertain to State, Federal, and St. Lucie County developmental review regulations.

Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
EDC, Inc.

Anthony A. Adams, BS
Sr. Biologist | Certified Arborist

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

ENVIRONMENTAL ASSESSMENT

Parcel IDs: 2407-124-0001-000-3
Millcreek 62ac. – Orange Avenue
St. Lucie County, Florida

Date: December 17, 2021
Project # 21-539

Prepared For:
Suchman Real Estate Group
Attn: Lawrence Suchman
1550 Madruga Avenue #230
Coral Gables, FL 33146
larry@suchmangroup.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 one tax parcel (Parcel ID #s: 2407-124-0001-000-3) comprised of 62.51 acres. The property is classified by the St. Lucie County Property Appraiser as Grazing Land (land use code 6000). The parcel is located just north of Orange Avenue, and just west of N 41st Street in St. Lucie County, Florida. The subject property is further located within Section 07, 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 December 10th, 13th-16th, 2021 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 native upland and non-native upland habitat located on site. The subject property consists of approximately 62.51 acres of improved pasture for cattle grazing, as it is currently leased for this reason. The upland habitat consisted of the following FLUCCS (Florida Land Use & Cover Classification System) codes; 211 – Improved Pasture, 213 – Woodland Pasture, and 425 – Temperate Hardwood. It is important to note that there are both native and non-native upland habitat types present. Please refer to the attached FLUCCS map for the approximate location of the upland habitat(s) delineated onsite.

Common Name	Species Name
Cabbage Palm	*Sabal palmetto*
Live Oak	*Quercus virginiana*
Laurel Oak	*Quercus hemisphaerica*
Dwarf Palmetto	*Sabal Minor*
Saw Palmetto	*Serenoa repens*
Beauty Berry	*Callicarpa americana*
Wild Coffee	*Psychotria nervosa*
Dog Fennel*	*Eupatorium capillifolium*
Brazilian Pepper**	*Schinus terebinthifolia*
Caesar's Weed**	*Urena lobata*
Chinese Tallow**	*Triadica sebifera*
Air Potato Vine**	*Dioscorea bulbifera*
Arrowhead Vine**	*Syngonium podophyllum*
Surinam Cherry**	*Eugenia uniflora*

***Nuisance Vegetation**
****Exotic/Invasive Vegetation**

Table 1: This table lists a representative sample of upland vegetative species observed during the site visit.

WETLAND DELINEATION:

According to aerial photographs and site visit, it appears that there are State jurisdictional wetlands on site. Based on the State definition, a wetland consists of three components: 1) hydric soils, 2) wetland plants, and 3) hydrologic indicators. All of these components were found during the field reconnaissance on the property. Please refer to the attached FLUCCS map for the approximate location of the wetland habitat(s) delineated onsite.

Two (2) separate, isolated wetlands were observed during site reconnaissance. The wetland habitat of both wetlands observed consisted of FLUCCS code 643 – Wet Prairie.

According to Google Earth and the Environmental Data Resources, Inc. (EDR) Lightbox, Moore Creek runs diagonally through the northeast corner of the property and south along the western property boundary. The creek has been converted into and currently functions as a ditch. Directly east of the subject property, the creek has been converted into a NSLRWCD canal. In addition, the subject property consists of an upside-down u-shaped ditch near the center of the subject property. These waters located on site are considered "Other Surface Waters" (OSW) according to State and St. Lucie County regulations. Some areas of the ditches are representative of wood stork foraging habitat and may require mitigation. Please refer to the attached Wood Stork Foraging Habitat Map for the areas suspected to require mitigation.

Common Name	Species Name
Smartweed	*Polygonum hydropiperoides*
Sedge	*Cyperaceae spp.*
Yellow-eyed grass	*Xeric ambigua*
Pennywort	*Hydrocotyle spp.*
Arrowroot	*Thalia dealbata*
St. John's Wort	*Hypericum spp.*
Cattail*	*Typha spp.*
Caesar's Weed**	*Urena lobata*

***Nuisance Vegetation**
****Exotic/Invasive Vegetation**

Table 2: This table lists a representative sample of wetland vegetative species observed during the site visit.

WILDLIFE EVALUATION:

EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species. Several gopher tortoises (*Gopherus polyphemus*), their burrows, and or habitat were observed on site. In addition, the subject property is located within the USFWS (US Fish and Wildlife Service) Northern Crested Caracara (*Caracara cheriway*) consultation area and does consist of foraging habitat. However, limited nesting habitat (cabbage palms with a clear trunk (C.T.) 10ft or higher) was limited and no caracara or their nests were observed on site.

In addition, potential wood stork (*Mycteria americana*) foraging habitat is located on site in the form of agricultural ditches. These ditches contain an open canopy, wetland vegetation, hydric soils, and periodically standing water. According to U.S. Fish and Wildlife Service (USFWS) Florida Active Colonies 2010-2019 Google Earth File, the nearest known nesting colony is located approximately 18.77 miles southwest of the subject property. As part of the building approval process, a Wood Stork Foraging Habitat Assessment may be required by the State.

Please refer to the attached Wood Stork Foraging Habitat Map for the approximate location of potential wood stork foraging habitat located 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:

Chobee sand - Chobee series consists of very deep, very poorly drained, soils that formed in thick beds of loamy marine sediments. Slopes range from 0 to 2 percent. Under natural conditions Chobee soils are used for water quality and wildlife habitat, some areas are drained and used principally for citrus, pasture, and range. Potential native vegetation consisting of arrowhead, cabbage palm, carolina willow, cypress, maidencane, pickerelweed, lilies, sawgrass, smartweed, wax myrtle, slash pine, water oak, understory of ferns and water tolerant grasses, and scattered swamp maples in treeless areas. Some areas have a growth of ash, gum, maple, and cypress.

Hilolo Fine sand- Hilolo fine sand is fine-loamy, silicious, poorly drained and slowly permeable soil. These soils are found in dense palm hammocks and along the borders of sloughs and depressional areas. The surface layer is fine sand to a depth of eight inches. The water table is at a depth of less than 10 inches for 2 to 4 months in most years. Natural vegetation is cabbage palm, water oak, longleaf pine and slash pine with an understory of wax myrtle, saw palmetto and inkberry. Citrus crops are well suited for this soil. The soil has high potential for dwellings without basements, small commercial buildings and roads. Water control measures are necessary to overcome excessive wetness.

Nettles sand- is a poorly drained, nearly level soil found in areas of broad flatwoods. Typically, the surface layer is 11 inches thick. Black sand comprises the upper 5 inches, very dark gray sand in the next three inches and dark gray sand in the lower 3 inches. Subsurface layer is light gray sand 22 inches thick. The water table is typically at a depth of 10 inches for 2 to 4 months during wet seasons, and at a depth of 10 to 40 inches for 6 months of longer in most years. Natural vegetation includes slash pine, cabbage palm, saw palmetto, wax myrtle, inkberry, fetterbush, creeping bluestem, chalky bluestem, Florida threeawn, and pineland threeawn. This soil has severe limitations for cultivated crops unless water control and other food management practices are provided. This soil has potential for improved pasture grasses and high potential for dwellings without basements, small commercial buildings, and roads.

Oldsmar fine sand- This poorly drained soil is found typically in broad areas in the flatwoods. Typically, the surface layer is black fine sand about 5 inches thick. The water table is at a depth of less than 10 inches for 2 to 4 months during the wet season and within a depth of 40 inches for more than 6 months. Natural vegetation consists of slash pine, saw palmetto, inkberry, rusty lyonia, black root, penny royal, pineland threeawn, chalky bluestem, panicum and various grasses. The soil is well suited for pasture and hay crops.

Pepper and EauGallie sand- sands are sandy, siliceous, nearly level, poorly drained soil in broad open areas of the flatwoods. The water table is typically at a depth of less than 10 inches for 2 to 4 months during wet seasons, and within a depth of 40 inches for more than 6 months. Natural vegetation includes Florida pine, saw palmetto, oak, inkberry, and fetterbush. The most common grasses are Florida threeawn and pineland threeawn. The soil has high potential for dwellings without basements, small commercial buildings and roads. Water control measures may be necessary to overcome excessive wetness.

Wabasso sand- This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The surface layer is sand about 8 inches thick. The upper 4 inches is black and the lower 4 inches is dark grey. The water table is typically at a depth of less than 10 inches for 1 to 4 months during the wet season, and at a depth of 10 to 40 inches for 6 to 9 months in most years. Natural vegetation is slash pine, cabbage palm, saw palmetto, running oak, inkberry and fetterbush. Common grasses are threeawn and bluestem. The soil has severe limitations for cultivated crops and citrus due to wetness. The soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

Winder loamy sand- is poorly drained, nearly level soil found in hammocks and along drainage ways. The surface layer typically is black loamy sand that is 6 inches thick. The water table is within a depth of 10 inches of the surface for 2 to 4 months and between a depth of 10 to 40 inches for most of the rest of the year. The natural vegetation associated with this soil type includes cabbage palm, willow oak, scattered long leaf and slash pine and an understory of wax myrtle and saw palmetto. This soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

SITE HISTORY:

After reviewing aerial images provided by the Environmental Data Resources, Inc. (EDR), Google Earth, and the St. Lucie County Property Appraiser, the subject property was historically used as a citrus grove operation from the early 1940s to around the late 70s. It is around the late 1970s-80s that the subject property was converted into a pasture for cattle grazing. An artesian well was discovered, is currently spewing water onto the site.

The subject property is currently being used as active cattle grazing property.

SAINT LUCIE COUNTY REGULATIONS:

The following lists the St. Lucie County Land Development Codes (LDC) that apply to the subject property. As part of the local approval process, the applicant will be required to comply with the below items.

*"**LDC.Section 6.00.03:** No person shall conduct any vegetation removal activities within the unincorporated area of St. Lucie County without first obtaining a Notice of Vegetation Removal from the Public Works Director. Mitigation is required for the loss of any native vegetation meeting the minimum DBH (diameter at breast height) or C.T. (clear trunk) sizes as specified in **Table 1** of this section of the St. Lucie County LDC (**Section 6.00.03.D**)."*

Native trees meeting the minimum mitigation sizes as specified by the St. Lucie County LDC were located on site. Please refer to the attached Tree Survey Report.

*"**LDC.Section 6.02.03**: Any construction, dredging, filling, or alteration in, on, or over a jurisdictional wetland shall require a permit. The County shall have regulatory authority over all wetlands except for those that are isolated, less than half an acre total area, and are entirely surrounded by uplands."*

A total of 2 wetlands were identified on site. St. Lucie County does not have regulatory authority over these wetlands, a determination will be required from the South Florida Water Management District (SFWMD)

*"**LDC.Section 6.02.03.E**: Mitigation and therefore impact to wetlands, may occur when proposed activity cannot be practicably located on the upland portion of the site and all practical measures have been taken to reduce impact. There may be no overall net losses of wetland function & value."*

A state wetland jurisdictional determination will need to be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment will need to be conducted to further determine mitigation options available for this site.

*"**Policy 6.1.12.4:** Proposed development projects within Environmentally Sensitive Areas (wetlands) must submit an Environmental Impact Report (EIR) as part of the development approval process."*

If the proposed development project plans to impact wetlands located onsite which are considered Environmentally Sensitive Areas. Therefore, this project will require the submittal of an EIR.

*"**Policy 6.1.14.6:** Development containing a Category III wetland shall provide a minimum 25-foot buffer between the wetland jurisdictional line and area of development. The buffer shall be maintained in a natural vegetative state and be free of exotic and nuisance vegetation."*

It is the professional opinion of EDC that all wetlands onsite are classified as Category III wetlands and therefore the above Policy shall apply to any remaining wetlands during development.

Due to the presence of Gopher Tortoises, a Gopher Tortoise survey will be required, pursuant to FWC's established protocol. This survey will be to identify, flag, and record all burrows located on the subject property. Gopher Tortoises will need to be relocated prior to land clearing activities. A permit for relocation will be required if the site plan impacts Gopher Tortoises.

SUMMARY:

The site consists of consists of one (1) tax parcel (Parcel IDs: 2407-124-0001-000-3) comprised of 62.51 acres. The property is classified by the St. Lucie County Property Appraiser as grazing land (land use code 6000). The parcel is located just north of Orange Avenue, and east of N 41st Street in St. Lucie County, Florida. The subject property is further located within Section 07, Township 35 South and Range 40 East.

It is the professional opinion of EDC that the subject property does consist of native upland habitat, and does contain wetlands. The upland habitat consisted of the following FLUCCS (Florida Land Use & Cover Classification System) codes; 211 – Improved Pasture, 213 – Woodland Pasture, 425 – Temperate Hardwood. The wetland habitat consists of the following FLUCCS codes; 643 – Wet Prairie. Additionally, the subject property does contain of State classified, "Other Surface Waters" (OSW) in the form of agricultural ditches. Please refer to the attached FLUCCS map for the approximate location of the habitats delineated onsite. Some areas of the ditches are representative of wood stork foraging habitat and may require mitigation. Please refer to the attached Wood Stork Foraging Habitat Map for potential wood stork foraging habitat located on site.

In addition, native trees meeting the minimum mitigation sizes as specified by the St. Lucie County LDC were located on site. Please refer to the attached Tree Assessment Report.

EDC conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species. Gopher tortoises (*Gopherus polyphemus*) and multiple burrows or habitat were observed on the subject property. A 100% Gopher Tortoise Survey will be required.

The subject property is located within the USFWS (US Fish and Wildlife Service) Northern Crested Caracara (*Caracara cheriway*) consultation area and does consist of foraging habitat. However, limited nesting habitat (cabbage palms with a clear trunk (C.T.) 10ft or higher) was limited and no caracara or their nests were observed on site. In addition, potential wood stork (*Mycteria americana*) foraging habitat is located on site in the form of agricultural ditches. As part of the building approval process, a Wood Stork Foraging Habitat Assessment may be required by the State.

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

Environmental Assessment

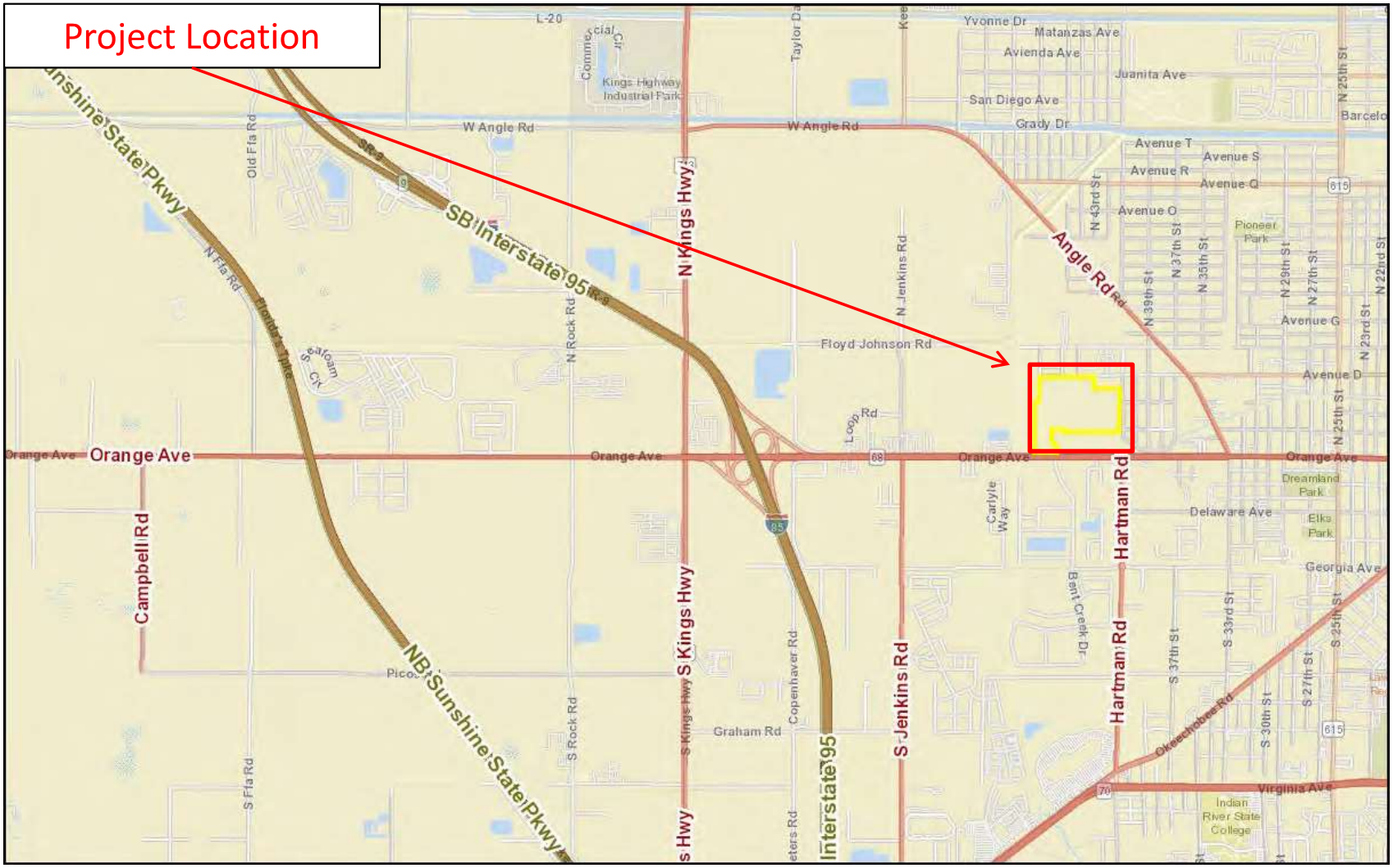
Millcreek 62ac. – Orange Avenue

St. Lucie County, Florida

Location Map

Project: 21-539	Suchman Real Estate Group	12/17/2021

N



ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

Environmental Assessment

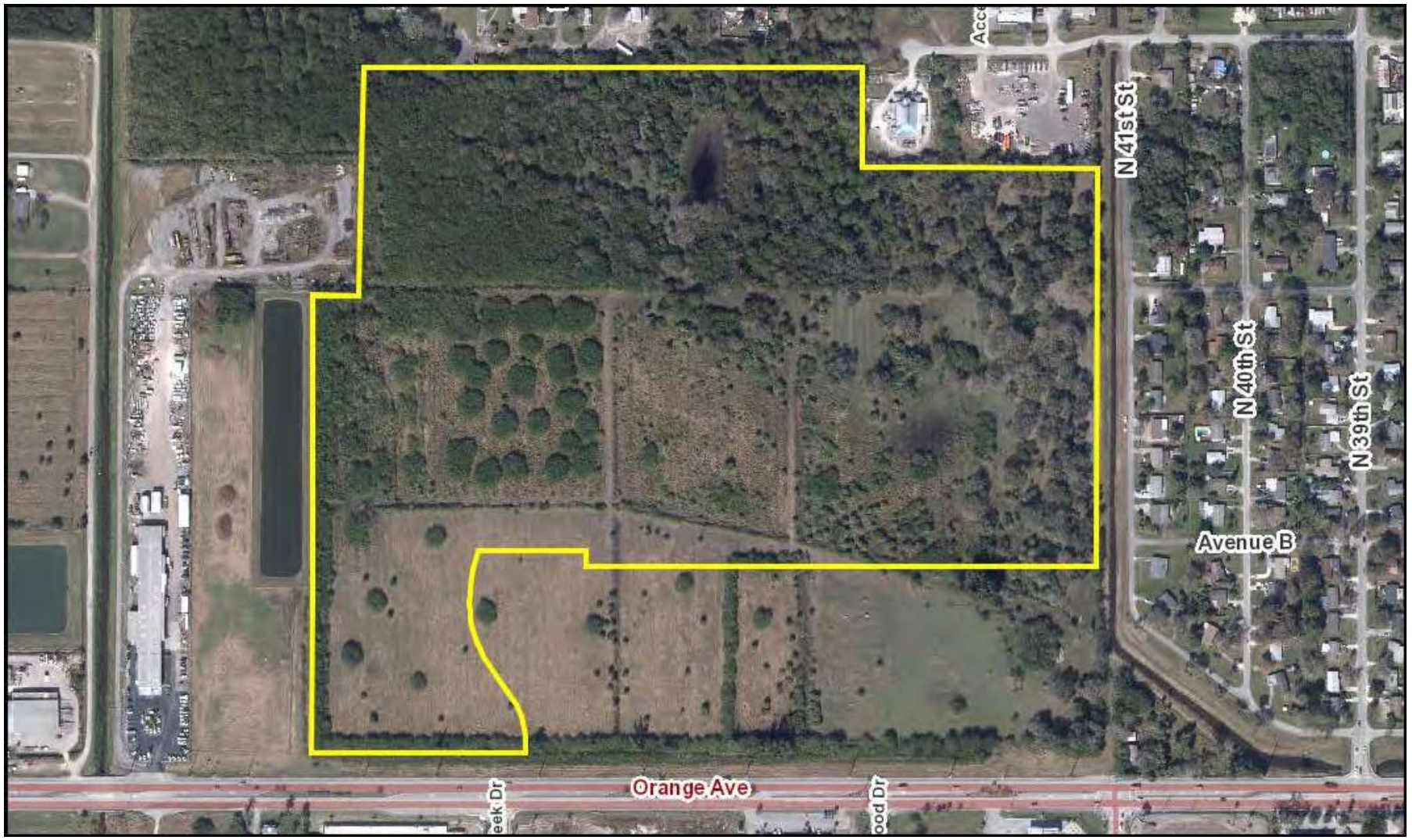
Millcreek 62ac. – Orange Avenue

St. Lucie County, Florida

Property Appraiser Map

Project: 21-539	Suchman Real Estate Group	12/17/2021

N



ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

Environmental Assessment

Millcreek 62ac. – Orange Avenue

St. Lucie County, Florida

USDA Web Soil Survey Map

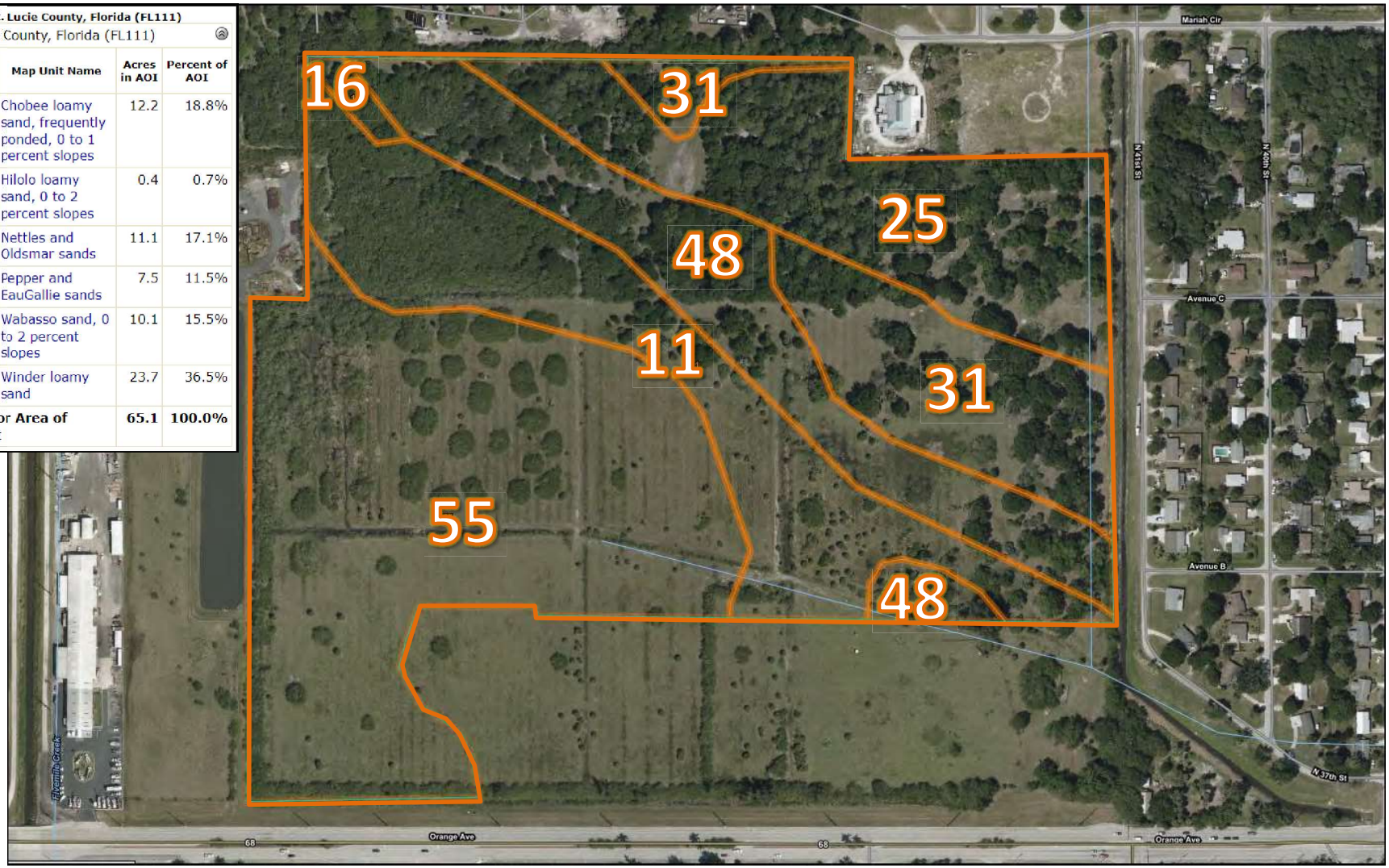
Project: 21-539	Suchman Real Estate Group	12/17/2021

N

St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
11	Chobee loamy sand, frequently ponded, 0 to 1 percent slopes	12.2	18.8%
16	Hilolo loamy sand, 0 to 2 percent slopes	0.4	0.7%
25	Nettles and Oldsmar sands	11.1	17.1%
31	Pepper and EauGallie sands	7.5	11.5%
48	Wabasso sand, 0 to 2 percent slopes	10.1	15.5%
55	Winder loamy sand	23.7	36.5%
Totals for Area of Interest		**65.1**	**100.0%**



ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

Environmental Assessment

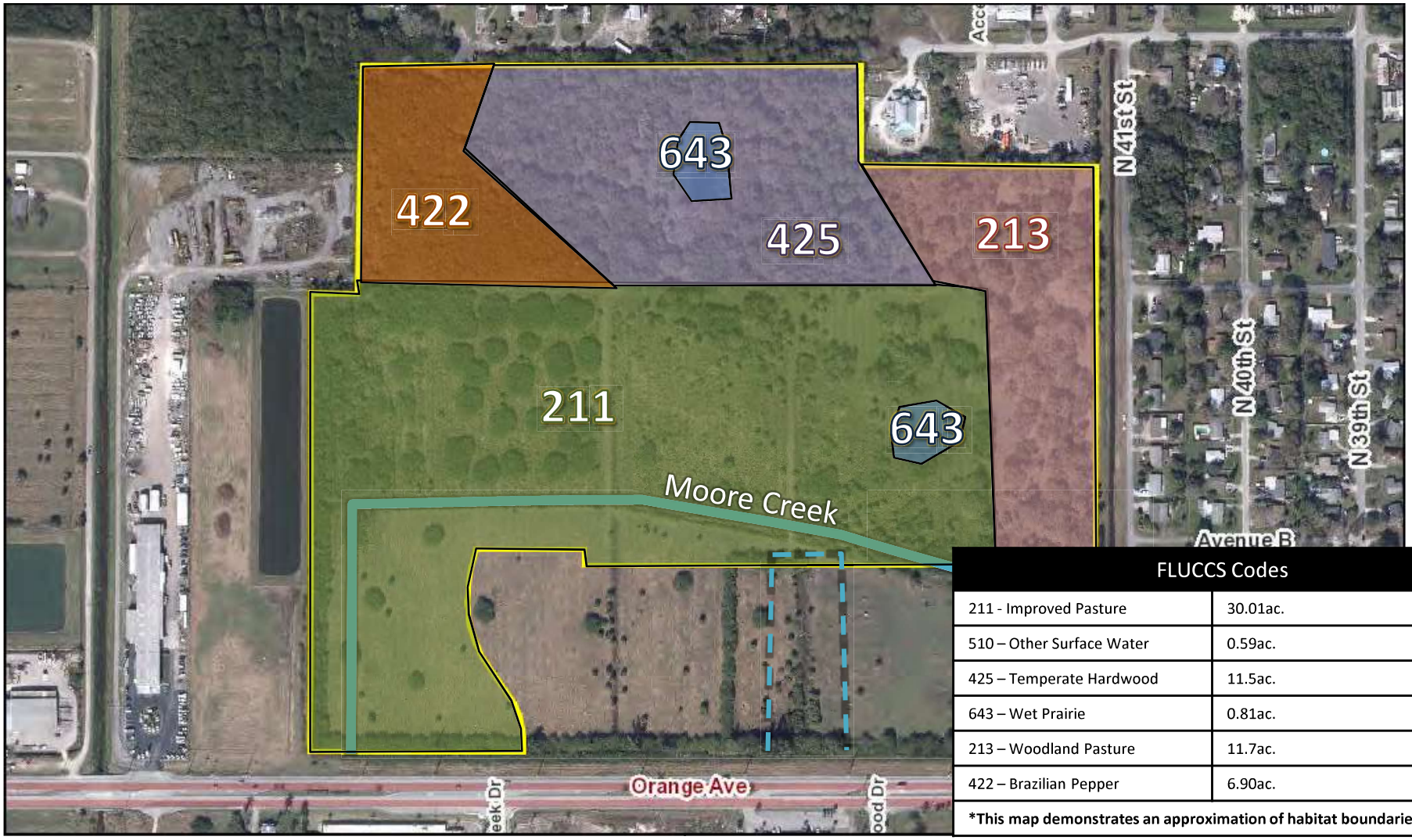
Millcreek 62ac. – Orange Avenue

St. Lucie County, Florida

Florida Land Use, Cover and Forms Classification System (FLUCCS) Map

Project: 21-539	Suchman Real Estate Group	12/17/2021

N



FLUCCS Codes	
211 - Improved Pasture	30.01ac.
510 – Other Surface Water	0.59ac.
425 – Temperate Hardwood	11.5ac.
643 – Wet Prairie	0.81ac.
213 – Woodland Pasture	11.7ac.
422 – Brazilian Pepper	6.90ac.
***This map demonstrates an approximation of habitat boundaries on site.**	

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

Environmental Assessment

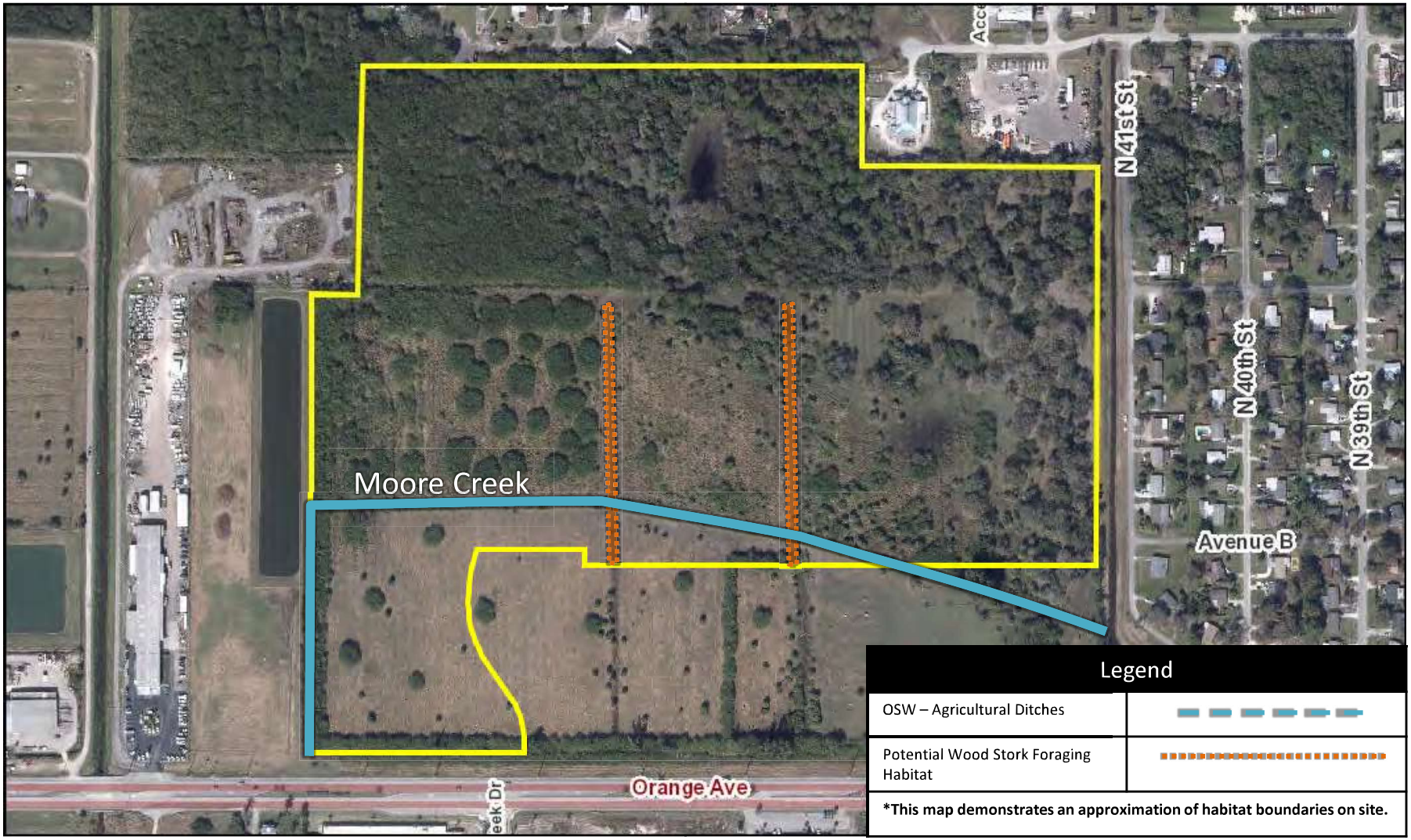
Millcreek 62 ac.– Orange Avenue

St. Lucie County, Florida

Wood Stork Foraging Habitat Map

Project: 21-539	Suchman Real Estate Group	12/17/2021

N



ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

Millcreek 62ac. – Orange Avenue

St. Lucie County, Florida

1944 EDR Aerial Image

Project: 21-539	Suchman Real Estate Group	12/17/2021

N

ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

Millcreek 62ac. – Orange Avenue

St. Lucie County, Florida

1980 EDR Aerial Image

Project: 21-539	Suchman Real Estate Group	12/17/2021

N

LIMITED SUBSURFACE SOIL EXPLORATION AND PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION ±83-ACRES OFF ORANGE AVENUE (SUCHMAN) ST. LUCIE COUNTY, FLORIDA

AACE FILE NO. 22-182

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983
Ph: 772-807-9191 Fx: 772-807-9192
www.aaceinc.com

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LIMITED SUBSURFACE SOIL EXPLORATION AND PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION ±83-ACRES OFF ORANGE AVENUE (SUCHMAN) ST. LUCIE COUNTY, FLORIDA

AACE FILE NO. 22-182

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- Appendix III — Soil Hydraulic Conductivity Test Results
- Appendix IV — Project Limitations and Conditions

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

AACE File No. 22-182
June 7, 2022

Engineering Design & Construction, Inc.
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

Attention: Mr. Roderick J. Kennedy, P.E.

LIMITED SUBSURFACE SOIL EXPLORATION AND
PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION
±83-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA

1.0 INTRODUCTION

In accordance with your request and authorization, Andersen Andre Consulting Engineers, Inc. (AACE) has completed a subsurface exploration and preliminary geotechnical engineering analyses for the above referenced project. The purpose of performing this evaluation was to explore shallow soil types and groundwater levels in order to provide preliminary Geotechnical Engineering recommendations for the development of the subject property. Our work included Standard Penetration Test (SPT) borings, auger borings, soil hydraulic conductivity (exfiltration) testing, laboratory testing, and engineering analysis.

This report documents our explorations and presents our findings, and summarizes our preliminary opinions. We note that it is recommended that additional subsurface soil explorations be performed once the site has been cleared and the final locations and details of the proposed development features have been determined. Complete recommendations for site preparation procedures and foundation design for the individual project components can be provided once these additional exploratory efforts have been completed.

1.1 Site Location and Description

The ±83-acre subject site consists of the following four (4) contiguous properties located on the north side of Orange Avenue/SR-68, approximately 1.5 miles east of Interstate 95, in St. Lucie County, Florida (within Section 7, Township 35 South, Range 40 East):

- Parcel ID 2407-124-0001-000-3 (62.51 acres)
- Parcel ID 2407-131-0004-000-6 (3.30 acres)
- Parcel ID 2407-134-0001-000-4 (15.88 acres)
- Parcel ID 2407-144-0001-000-5 (1.73 acres)

A Site Vicinity Map (2021 aerial photograph) which depicts the location of the site is included on the attached Figure No. 1. The site location is further shown superimposed on the "Fort Pierce NW, Florida" USGS topographic quadrangle map, also included on Figure No. 1. The USGS map depicts the subject site as relatively level and having an approximate surface elevation of 19-20 feet relative to the National Geodetic Vertical Datum of 1929. The subject site is depicted as mainly vacant/undeveloped pasture and citrus-growing land on the USGS map.

1.2 Project Description

Based on our conversations and our review of the forwarded project-related information (including a schematic site plan), we understand that the proposed site development will consist of a mixture of multi- and single-family developments with some commercial features fronting Orange Avenue, all with associated paving and drainage improvements (including several stormwater ponds). We further understand that the site is in a due diligence phase and that only limited geotechnical information is needed at this point.

Should our understanding of the future site development differ significantly from what is described above, we request that we be contacted and given the opportunity to review proposed development plans as they relate to the opinions and recommendations presented herein.

2.0 LIMITED SUBSURFACE SOIL EXPLORATION PROGRAM

Subsurface conditions were explored through a review of the U.S. Department of Agriculture (USDA) Web Soil Survey, through site reconnaissance, and by the performance of Standard Penetration Test (SPT) borings, auger borings, and soil hydraulic conductivity tests. The purposes of the exploration were (1) to investigate subsurface conditions (i.e. soil types, groundwater levels, etc.) at the subject site, (2) to preliminarily obtain a measure of pertinent engineering properties of subsurface materials and (3) to present restrictions (if any) which these soil and groundwater conditions may place on the future site development.

2.1 Review of USDA Soil Survey

Based on our review of the USDA NRCS Web Soil Survey, the site is generally located in an area characterized by the following six (6) surficial soil types ranging in areal extent from less than 1 acre to more than 50 acres:

- Chobee loamy sand, frequently flooded, 0 to 1 percent slopes (Map Unit 11)
  Loamy alluvium found within depressions on historic marine terraces, with loamy sand and sandy clay loam present to depths in excess of 80 inches below grade.

- Hilolo loamy sand, 0 to 2 percent slopes (Map Unit 16)
  Calcareous sandy and loamy marine deposits found within flatwoods on historic marine terraces, with loamy sand, sandy loam, and sandy clay loam present to depths in excess of 80 inches below grade.

- Nettles and Oldsmar sands (Map Unit 25)
  Sandy and loamy marine deposits found within flatwood and flats on historic marine terraces, with sands and fine sandy loam present to depths in excess of 80 inches below grade.

- Pepper & EauGallie sands (Map Unit 31)
  Sandy and loamy marine deposits found within flatwoods on historic marine terraces, with sands and sandy loam present to depths in excess of 80 inches below grade.

- Wabasso sand, 0 to 2 percent slopes (Map Unit 48)
  Sandy and loamy marine deposits found within flatwoods on historic marine terraces, with sand, sandy clay loam and loamy sand present to depths in excess of 80 inches below grade.

- Winder loamy sand (Map Unit 55)
  Sandy and loamy marine deposits found within flats on historic marine terraces, with loamy sand, sands, sandy clay loam, and sandy loam present to depths in excess of 80 inches below grade.

The approximate location of the site is shown superimposed on a copy of the USDA NRCS Web Soil Survey aerial photograph on Figure No. 1. Further, excerpts from the USDA NRCS Web Soil Survey summary report are included in Appendix I.

2.2 Field Work

The limited field exploration program consisted of performing twenty (20) Standard Penetration Test (SPT) borings and twenty (20) auger borings at selected, accessible locations within the boundaries of the site. The SPT borings (ASTM D1586) were advanced to depths of 15 to 30 feet below the existing grades, and the auger borings (ASTM D1452) were advanced to depths of about 7 feet using 3-inch diameter hand (bucket) augers. Further, four (4) SFWMD soil hydraulic conductivity (exfiltration) tests were completed within the site.

Our site visits and field work were performed in the period May 27-June 2, 2022. The field work locations shown on Figure No. 2 were determined in the field by our field crew using the provided site plan, a hand-held GPS instrument, aerial photographs, and existing site features as references. The locations should be considered accurate only to the degree implied by the method of measurement used. We preliminarily anticipate that the actual locations are within 30 feet of those shown on Figure No. 2. In general, the borings were completed at accessible locations in a wide-spaced grid across the site.

Summaries of AACE's field procedures are included in Appendix II, and the individual boring profiles are presented on the attached Sheets No. 1 through 6. Samples obtained during performance of the borings were visually classified in the field, and representative portions of the samples were transported to our laboratory in sealed sample jars for further classification. The soil samples recovered from our explorations will be kept in our laboratory for 60 days, then discarded unless you specifically request otherwise.

3.0 LABORATORY TESTING PROGRAM

Our drillers observed the soil recovered from the borings, placed the recovered soil samples in moisture proof containers, and maintained a log for each boring. The recovered soil samples, along with the field boring logs, were transported to our Port St. Lucie soils laboratory where they were visually examined by AACE's project engineer to determine their engineering classification. The visual classification of the samples was performed in general accordance with the Unified Soil Classification System, USCS.

In addition, representative samples were selected for index laboratory testing, consisting of moisture content tests (ASTM D2216), percent fines tests (ASTM D1140), and organic content tests (ASTM D2974). These tests were performed to aid in classifying the soils and to help evaluate the general engineering characteristics of the site soils.

The results of our visual classifications and laboratory analyses are presented on the soil boring profiles on Sheets No. 1 through 6.

4.0 GENERAL SUBSURFACE SOIL AND GROUNDWATER CONDITIONS

4.1 General Soil Profile

Detailed subsurface conditions are illustrated on the soil boring profiles presented on Sheets No. 1 through 6. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

In general, at the locations and depths explored, our borings encountered a thin mantle of topsoil (sands with roots/organics) followed by very loose to medium dense fine sands (SP), slightly clayey fine sands (SP-SC) and clayey fine sands (SC) to depths of about 13-18 feet below grade. At this depth, very loose to loose fine sands (SP) and slightly silty fine sands (SP-SM) were encountered reaching the termination depths of our deeper borings near 30 feet below grade. Further, two borings (TB-2 and TB-5) encountered very loose, very clayey fine sands (SC) from 28 to 30 feet below grade.

The above soil profile is outlined in general terms only; please refer to Sheets No. 1 through 6 for individual soil profile details.

4.2 Measured Groundwater Level

The groundwater table depth as encountered in the borings during the field investigations is shown adjacent to the soil profiles on the attached Sheets No. 1 through 6. As can be seen, at the time of our field work, the groundwater table was encountered at depths ranging from approximately 4.0 to 7.0 feet below the existing ground surface, with this range likely due to similar, minor variations in site topography. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted.

4.3 Soil Hydraulic Conductivity Testing

Four (4) soil hydraulic conductivity tests were performed at the approximate locations shown on Figure No. 2. In general, the tests were performed in substantial accordance with methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (ERPIM), Volume IV, and yielded the following results (Table 1).

Table 1 - Soil Hydraulic Conductivity Test Results

Test No.	Groundwater Depth (ft-bls)	Flow Rate, Q (cfs)	Hydraulic Conductivity, K (cfs/sqf - ft head)
EX-1	5.5	6.7×10^{-4}	2.3×10^{-5}
EX-2	4.0	4.5×10^{-4}	1.7×10^{-5}
EX-3	5.8	2.2×10^{-3}	7.6×10^{-5}
EX-4	5.0	5.6×10^{-4}	2.0×10^{-5}

The individual soil hydraulic conductivity test reports are included in Appendix III.

5.0 PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION

5.1 General

The following preliminary evaluation is based on a review of the attached soil boring profiles, our understanding of the project and its current status, and on our experience with similar projects and subsurface conditions. Once plans for development of the subject site have been finalized, the preliminary evaluation presented herein should be supplemented with additional field explorations designed specifically for the proposed mixed-use residential and commercial construction.

5.2 Structures

In summary, it is our preliminary opinion that the soils on this site are generally adequate to support future low-rise residential and commercial construction on conventional shallow foundations following typical site preparation methods.

Overall, future site preparation procedures for this site will include clearing of the vegetation currently present on the site (making sure to fully remove stumps, agricultural piping/structures, etc.), backfilling of craters from such features, leveling of uneven terrain, cleaning/filling of ditches, and proofrolling of the building and roadway areas with heavy vibratory compaction equipment.

Once the site has been properly prepared, conventional shallow foundations or monolithic slabs proportioned for an allowable soil bearing pressure of 2,500 pounds per square foot (psf) can be used for support of future construction.

5.3 Pavements

The results of our preliminary exploration indicate that the subject site, if prepared properly, is typically suitable for supporting parking/drive areas using conventional light-duty or heavy-duty flexible pavement sections with an asphaltic concrete wearing surface, a calcareous base course, and compacted, stabilized subgrade. In addition, rigid pavements (i.e. concrete atop properly designed base and subgrade sections) will be suitable.

Site preparation is anticipated to consist of the removal of organic topsoil and buried organics, and densification of near-surface soils by compacting the cleared and grubbed ground surface with conventional compaction equipment prior to the placement of embankment soils and/or pavement.

We do note that the groundwater table was encountered at relatively shallow depths at some locations, with some seasonal rise to be expected. In order to reduce the potential for premature roadway distress, including base deterioration or failure, a minium separation of 18 inches should be maintained between the estimated normal seasonal high groundwater level and the bottom of the limerock/coquina pavement base course. If this is not possible, the use of an asphaltic "black-base" (i.e. FDOT Type B-12.5) and/or the installation of roadway edge underdrains may be required.

5.4 Stormwater Ponds and Use of Fill Soils (Borrow Suitability)

Based on visual examination the recovered soil samples, and on our experience from numerous similar residential development projects St. Lucie County, we offer the following general comments with regards to the suitability of the encountered soils for use as structural fill materials:

- Fine sands (SP) should be suitable to serve as fill soils and with proper moisture control should densify using conventional compaction equipment. Soils obtained from below the water table may require time to dry sufficiently. However, these materials should be suitable for relatively unrestricted use as fill and embankment.

- Slightly clayey fine sands (SP-SC) and slightly silty fine sands (SP-SM) with fines contents less than 10-15 percent are suitable for structural fill, but will likely be more difficult to compact due to their inherent nature to retain excess soil moisture. If the use of slightly clayey soils is desired, it may be necessary to stockpile these soils in order for them to drain. Thinner lifts (perhaps 6 to 8 inches in loose thickness) may be required for placement and compaction of these soils. Further, it may become necessary to mix these soils with drier, cleaner granular sands prior to placement to increase the "workability" of these soils.

- Clayey/very clayey fine sands (SC) with fines content in excess of 15-18 percent are generally considered undesirable for use as structural fill because of the difficulty in conditioning and working the material due to its high fines content. However, these clayey can typically be mixed with sands with less fines content (i.e. less than 5 percent passing the U.S. No. 200 sieve) and likely be used provided that the post-mixing fines content is not greater than 10 percent.

- Organic topsoil is not considered suitable for use as any type of fill, other than in landscaped areas or other non-structural areas.

If it is attempted to blend the more clayey soils with the sands containing less fines, we would recommend obtaining post-mix samples for laboratory determination of moisture contents, fines content, in addition to optimum moisture contents/maximum density relationships, so as to determine whether the soils were sufficiently mixed, and to provide guidelines for placement and compaction procedures. For the more clayey fill materials, it will be prudent to compact the soils within 1 to 2 percent of the materials' optimum moisture contents. Nevertheless, once excavated and/or dredged, we recommend that all soils be stockpiled as high as possible so as to increase the rate of drainage, prior to placement and compaction.

Further, mechanical manipulation (e.g. disking, point-plowing, etc.) can typically be used to mixed and dry clayey soils. If the clayey soils remain saturated they could be used in non-structural areas.

6.0 CLOSURE

The preliminary geotechnical evaluation submitted herein is based on the data obtained from the soil borings presented on Sheets No. 1 through 6, our understanding of the proposed project and its current status, and the assumed loading conditions previously described. Should the proposed site development differ significantly from what is described herein we request that we be notified to ensure that the preliminary recommendations presented herein are valid for the project. Additional limitations and conditions to this report are presented in Appendix IV.

This report includes the recommendation to perform additional exploratory borings within future developement areas prior to completing project plans and specifications. Specific and design-level geotechnical engineering recommendations for site preparation, grading, foundation design, pavement construction, etc. can be provided following these additional explorations.

This report has been prepared in accordance with generally accepted soil and foundation Engineering Design & Construction, Inc. for the proposed subject project. No other warranty, expressed or implied, is made.

We are pleased to be of assistance to you on this phase of your project. When we may be of further service to you or should you have any questions, please contact us.

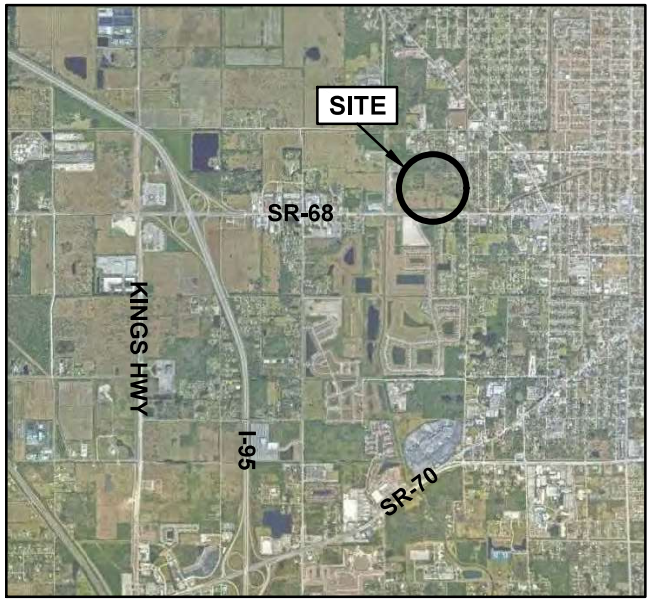
Sincerely,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

PETER GREGORY ANDERSEN LICENSE No. 57956 STATE OF FLORIDA PROFESSIONAL ENGINEER

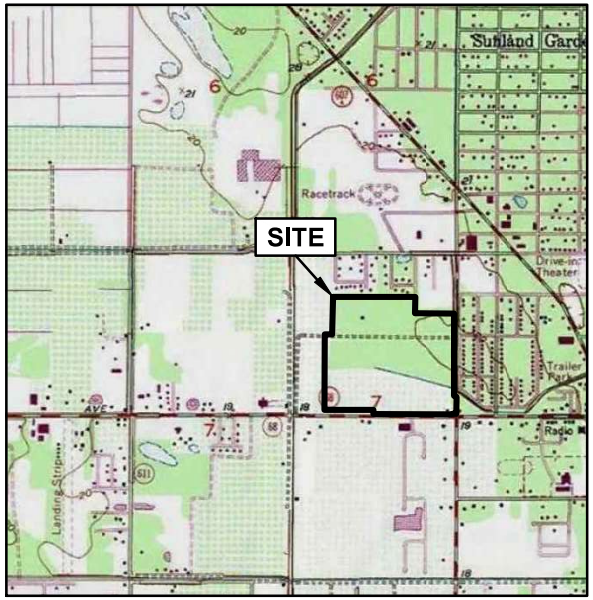
Peter G. Andersen, P.E.
Principal Engineer
Fla. Reg. No. 57956
6-7-2022

David P. Andre, P.E.
Principal Engineer
Fla. Reg. No. 53969
6/7/22

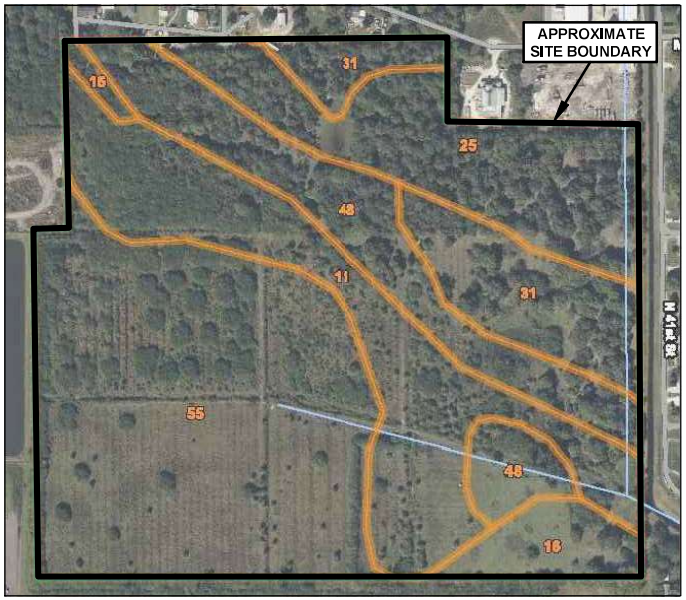
2021 AERIAL PHOTOGRAPH



USGS QUADRANGLE MAP OF "FT. PIERCE, FL"



USDA SOIL SURVEY MAP



PUBLIC LAND SURVEY SYSTEM

Section 7 Township 35 South, Range 40 East

ST. LUCIE COUNTY PROPERTY APPRAISER

Parcel ID 2407-124-0001-000-3 (62.51 acres)
Parcel ID 2407-131-0004-000-6 (3.30 acres)
Parcel ID 2407-134-0001-000-4 (15.88 acres)
Parcel ID 2407-144-0001-000-5 (1.73 acres)

USDA NRCS SOIL TYPES WITHIN SITE BOUNDARY

Map Unit 11: Chobee loamy sand, frequently ponded, 0 to 1 percent slopes
Map Unit 16: Hilolo loamy sand, 0 to 2 percent slopes
Map Unit 25: Nettles and Oldsmar sands
Map Unit 31: Pepper and EauGallie sands
Map Unit 48: Wabasso sand, 0 to 2 percent slopes
Map Unit 55: Winder loamy sand

NORTH

NOT TO SCALE

Graphical sources:
- Google Earth Pro
- QUADS/Earth Survey
- USDA NRCS Web Soil Survey

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SITE VICINITY MAPS

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
83-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: June 2022
Checked by: DPA	Date: June 2022
AACE File No: 22-182	**Figure No. 1**

LEGEND

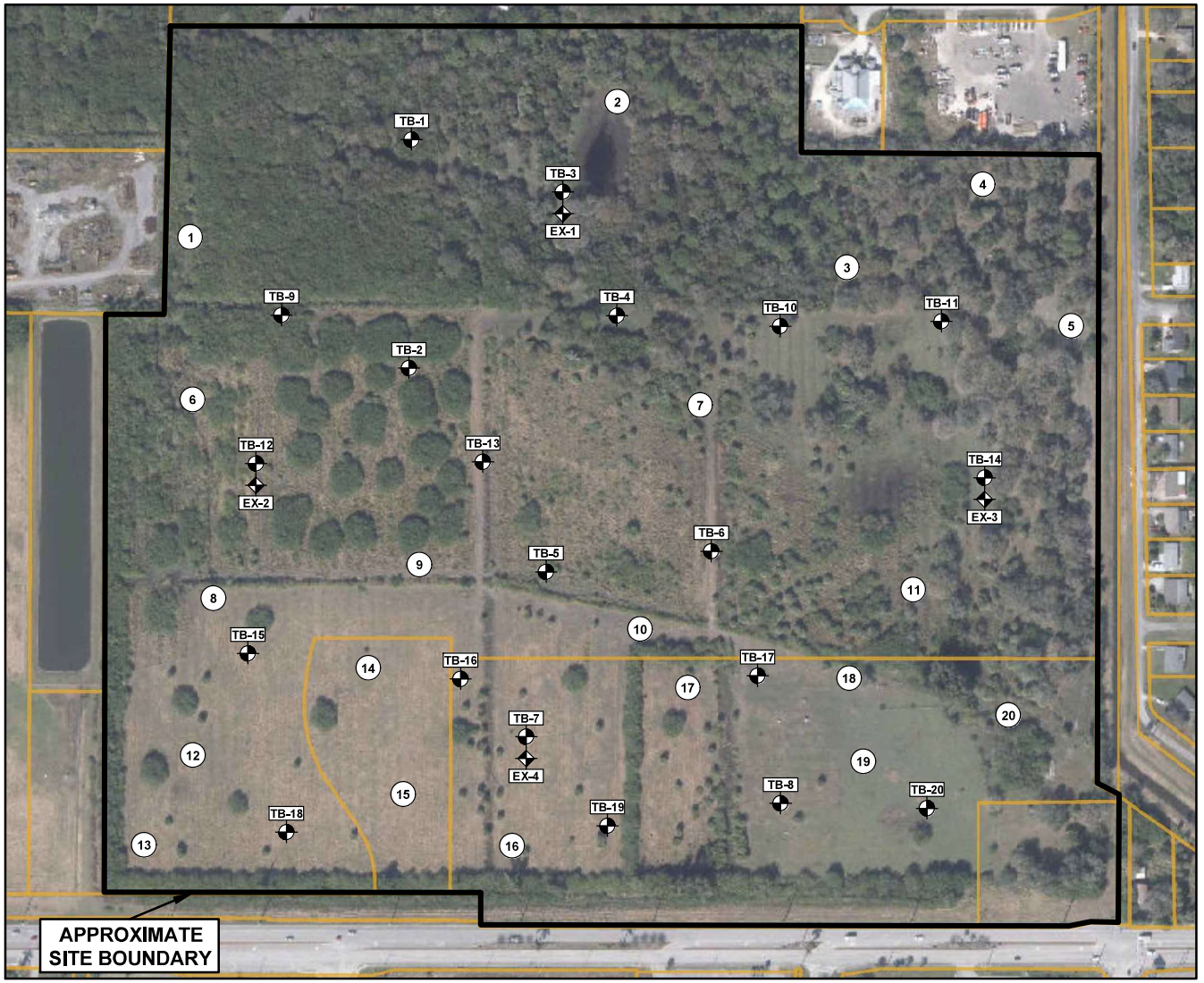
TB-# — Standard Penetration Test Boring

(#) — Hand Auger Boring

EX-# — SFWMD Exfiltration Test (Usual Open Hole, Constant-Head)

NOTES

Shown and noted boring locations are approximate. All boring locations were located using the provided site plan, aerial photographs, existing site features, and a hand-held GPS instrument. Atmospheric disturbances and and local weather conditions may affect the accuracy of the GPS instrument readings. as such, the shown field work locations should be considered accurate only to the degree implied by the method of measurement used.

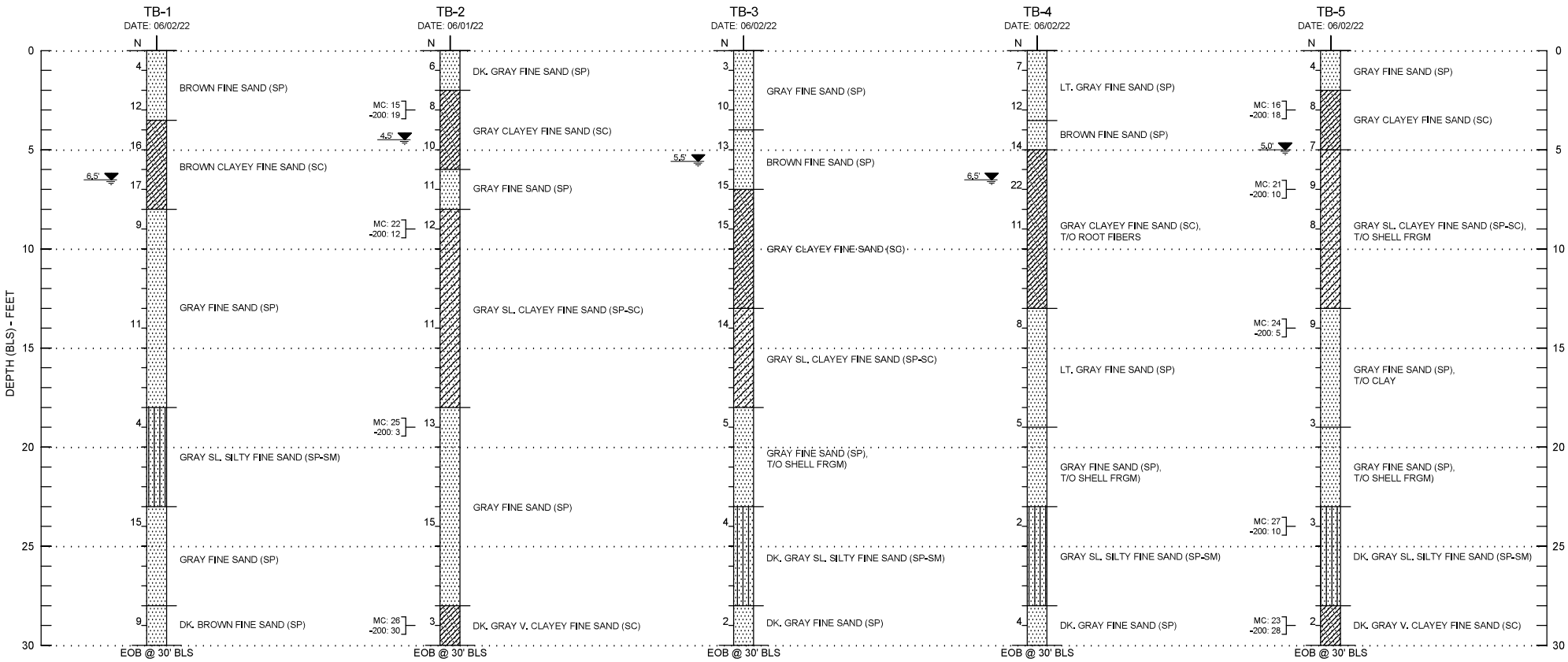


NORTH

NOT TO SCALE

Graphical source:
St. Lucie County Property Appraiser

ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com	FIELD WORK LOCATION PLAN	SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION 83-ACRES OFF ORANGE AVENUE (SUCHMAN) ST. LUCIE COUNTY, FLORIDA	Drawn by: PGA Checked by: DPA AACE File No: 22-182	Date: June 2022 Date: June 2022 Figure No. 2



SOIL GRAPHICAL LEGEND:

- FINE SAND (SP)
- SLIGHTLY CLAYEY FINE SAND (SP-SC)
- CLAYEY FINE SAND (SC)
- SLIGHTLY SILTY FINE SAND (SP-SM)

NOTE: 3"-10" of topsoil (sands with roots/organics) encountered in some borings (not shown on boring profiles)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)
N	SPT RESISTANCE IN BLOWS PER FOOT
HAB	HAND AUGER BORING (ASTM D1452)
X.X ▼	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING
EOB	END OF BORING
BLS	BELOW LAND SURFACE
FRGM	FRAGMENTS
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS] USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)

DRILL CREW CHIEF: DT
DRILL RIG: CME-45
DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
SPLIT-SPOON SAMPLER:
INSIDE DIAMETER: 1.375"
OUTSIDE DIAMETER: 2.0"
LENGTH: 24"
SPT HAMMER:
AVERAGE DROP: 30"
WEIGHT: 140 LBS
TYPE: SAFETY/MANUAL

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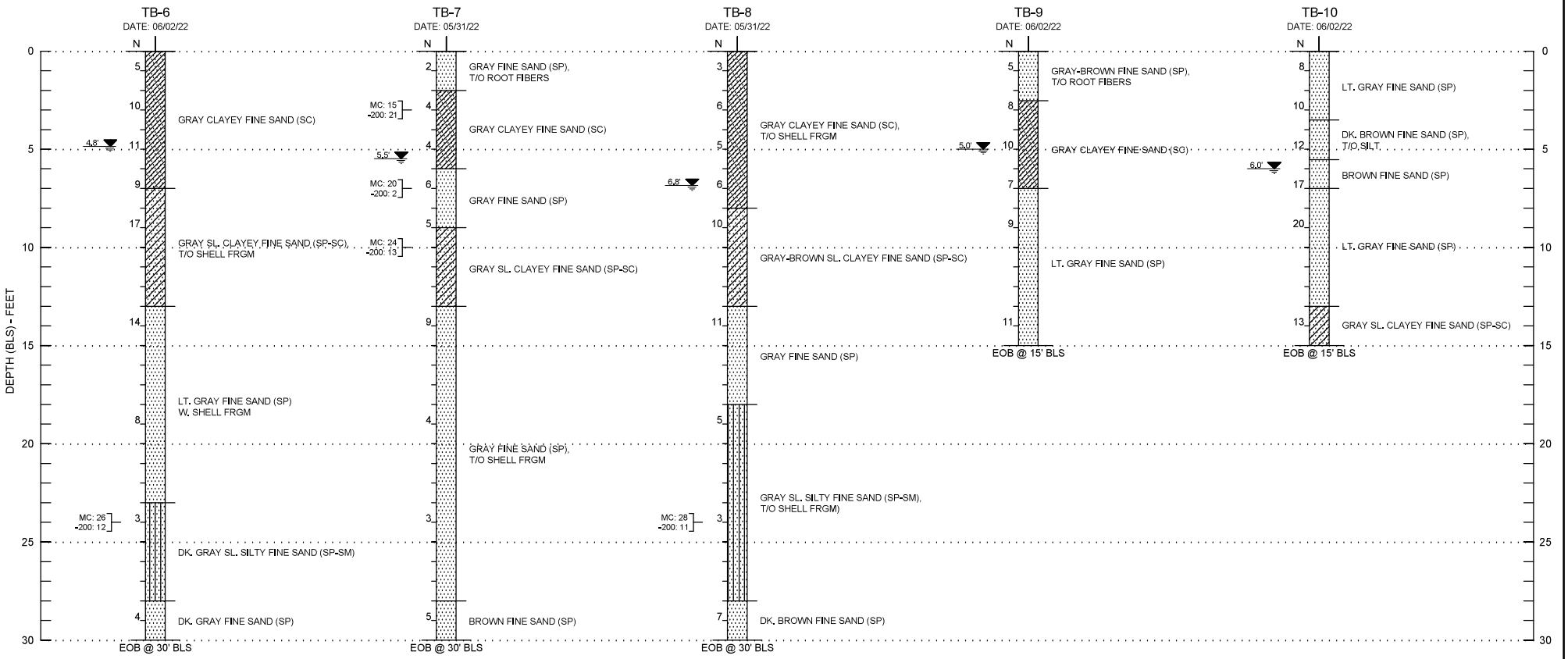
SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
83-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: June 2022
Checked by: DPA	Date: June 2022
AACE File No: 22-182	**Sheet No. 1**



SOIL GRAPHICAL LEGEND:

- FINE SAND (SP)
- SLIGHTLY CLAYEY FINE SAND (SP-SC)
- CLAYEY FINE SAND (SC)
- SLIGHTLY SILTY FINE SAND (SP-SM)

NOTE: 3"-10" of topsoil (sands with roots/organics) encountered in some borings (not shown on boring profiles)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)
N	SPT RESISTANCE IN BLOWS PER FOOT
HAB	HAND AUGER BORING (ASTM D1452)
X.X	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING
EOB	END OF BORING
BLS	BELOW LAND SURFACE
FRGM	FRAGMENTS
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS] USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)

DRILL CREW CHIEF: DT
DRILL RIG: CME-45
DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
SPLIT-SPOON SAMPLER:
- INSIDE DIAMETER: 1.375"
- OUTSIDE DIAMETER: 2.0"
- LENGTH: 24"

SPT HAMMER:
- AVERAGE DROP: 30"
- WEIGHT: 140 LBS
- TYPE: SAFETY/MANUAL

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
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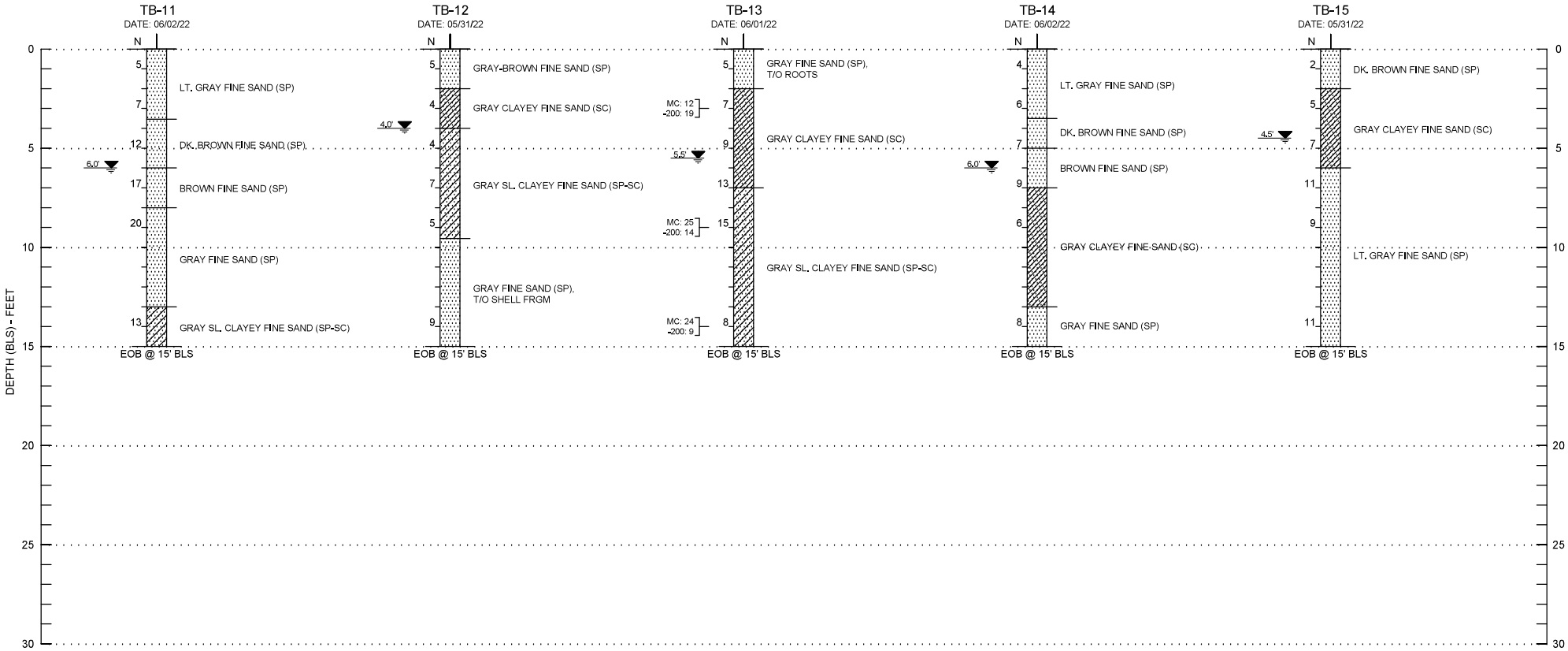
SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
83-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: June 2022
Checked by: DPA	Date: June 2022
AACE File No: 22-182	**Sheet No. 2**



SOIL GRAPHICAL LEGEND:

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- SLIGHTLY SILTY FINE SAND (SP-SM)

NOTE: 3"-10" of topsoil (sands with roots/organics) encountered in some borings (not shown on boring profiles)

DRILLING NOTES:

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N	SPT RESISTANCE IN BLOWS PER FOOT
HAB	HAND AUGER BORING (ASTM D1452)
X.X ▼	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING
EOB	END OF BORING
BLS	BELOW LAND SURFACE
FRGM	FRAGMENTS
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS] USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)

DRILL CREW CHIEF: DT
DRILL RIG: CME-45
DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
SPLIT-SPOON SAMPLER:
INSIDE DIAMETER: 1.375"
OUTSIDE DIAMETER: 2.0"
LENGTH: 24"
SPT HAMMER:
AVERAGE DROP: 30"
WEIGHT: 140 LBS
TYPE: SAFETY/MANUAL

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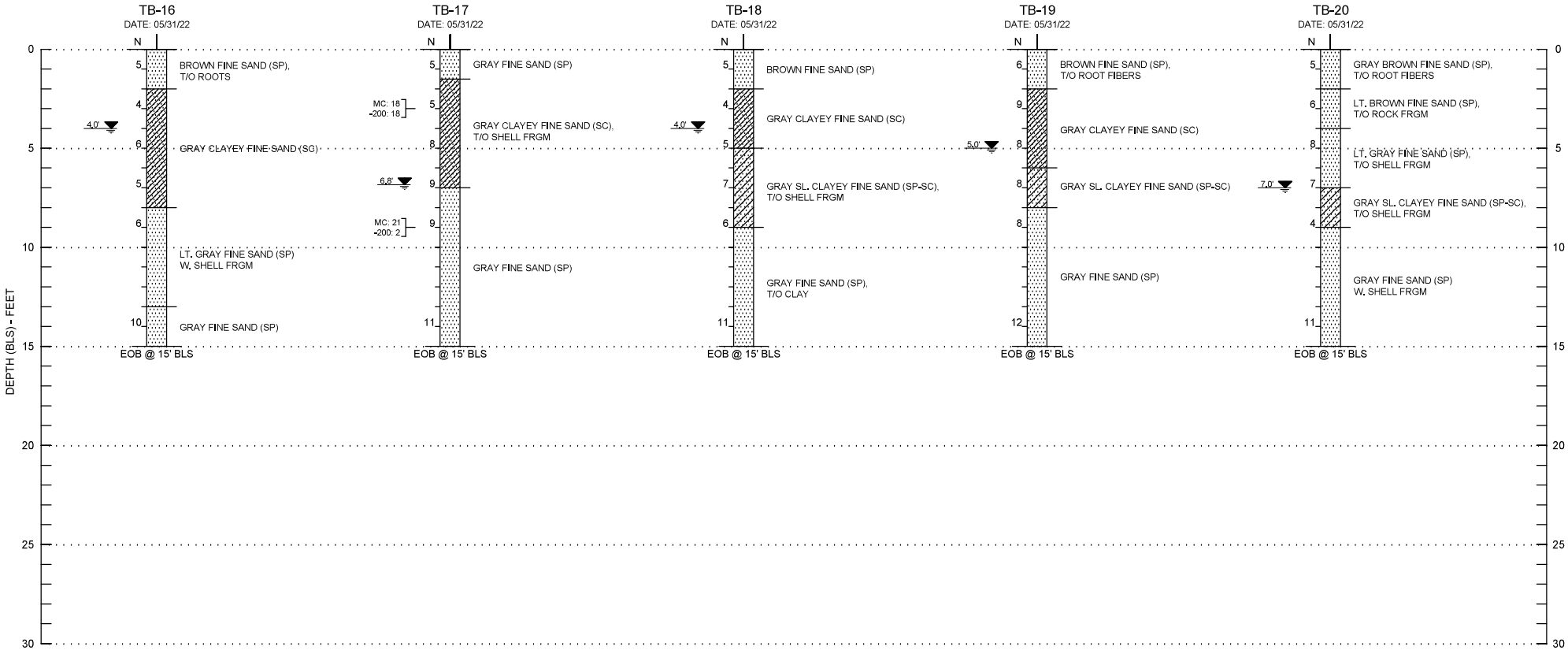
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
83-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: June 2022
Checked by: DPA	Date: June 2022
AACE File No: 22-182	**Sheet No. 3**



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NOTE: 3"-10" of topsoil (sands with roots/organics) encountered in some borings (not shown on boring profiles)

DRILLING NOTES:

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HAB	HAND AUGER BORING (ASTM D1452)
XX.X ▼	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING
EOB	END OF BORING
BLS	BELOW LAND SURFACE
FRGM	FRAGMENTS
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS] USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)

DRILL CREW CHIEF: DT
DRILL RIG: CME-45
DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
SPLIT-SPOON SAMPLER:
- INSIDE DIAMETER: 1.375"
- OUTSIDE DIAMETER: 2.0"
- LENGTH: 24"

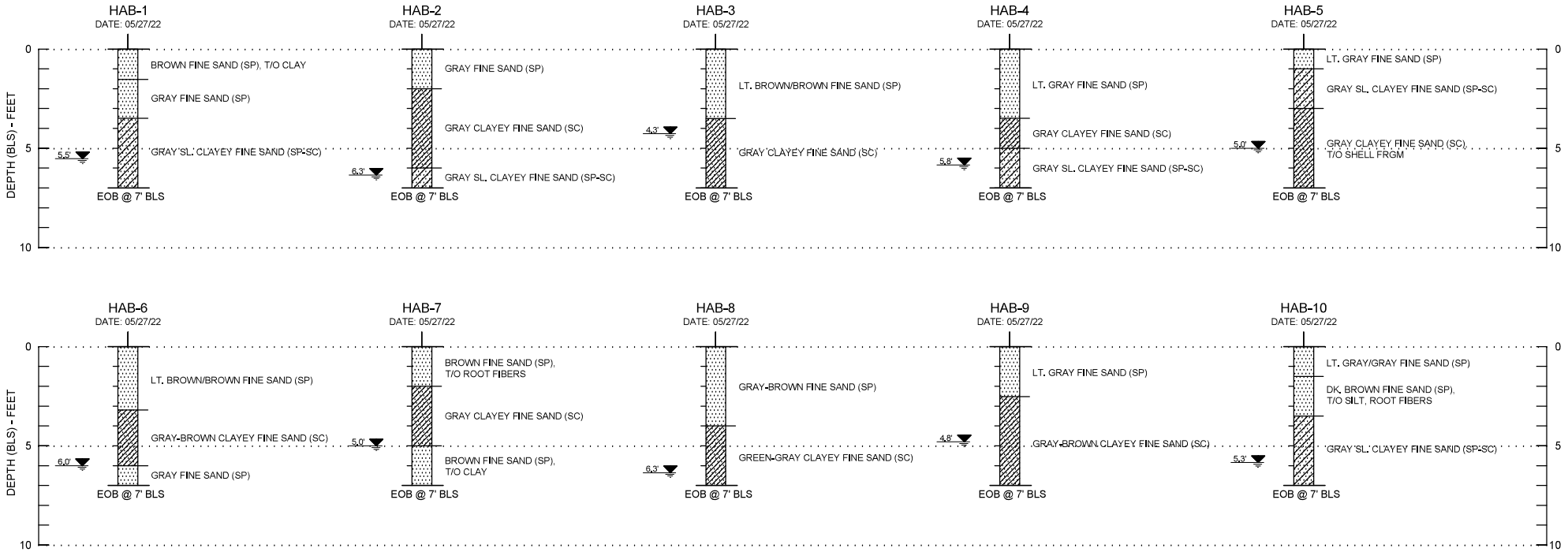
SPT HAMMER:
- AVERAGE DROP: 30"
- WEIGHT: 140 LBS
- TYPE: SAFETY/MANUAL

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
83-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: June 2022
Checked by: DPA	Date: June 2022
AACE File No: 22-182	**Sheet No. 4**



SOIL GRAPHICAL LEGEND:

- FINE SAND (SP)
- SLIGHTLY CLAYEY FINE SAND (SP-SC)
- CLAYEY FINE SAND (SC)
- SLIGHTLY SILTY FINE SAND (SP-SM)

NOTE: 3"-10" of topsoil (sands with roots/organics) encountered in some borings (not shown on boring profiles)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)
N	SPT RESISTANCE IN BLOWS PER FOOT
HAB	HAND AUGER BORING (ASTM D1452)
XX.X'	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING
EOB	END OF BORING
BLS	BELOW LAND SURFACE
FRGM	FRAGMENTS
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS] USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)

DRILL CREW CHIEF: DT
DRILL RIG: CME-45
DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
SPLIT-SPOON SAMPLER:
- INSIDE DIAMETER: 1.375"
- OUTSIDE DIAMETER: 2.0"
- LENGTH: 24"

SPT HAMMER:
- AVERAGE DROP: 30"
- WEIGHT: 140 LBS
- TYPE: SAFETY/MANUAL

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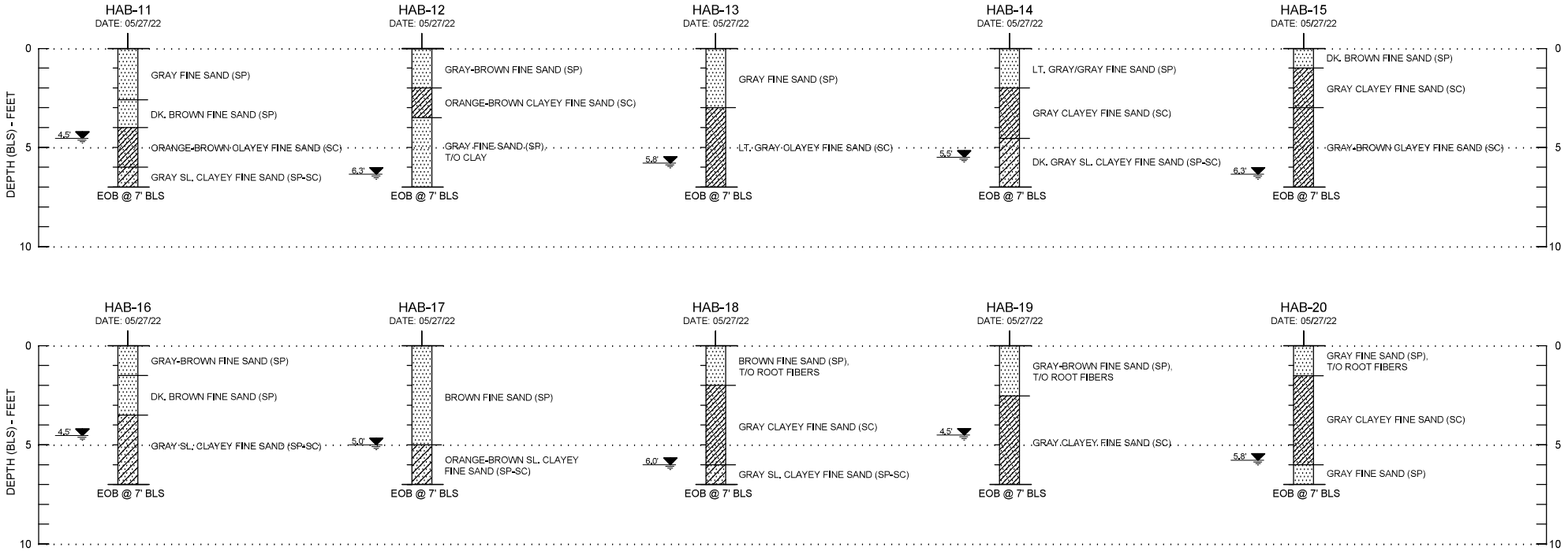
SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
83-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: June 2022
Checked by: DPA	Date: June 2022
AACE File No: 22-182	Sheet No. 5



SOIL GRAPHICAL LEGEND:

- FINE SAND (SP)
- SLIGHTLY CLAYEY FINE SAND (SP-SC)
- CLAYEY FINE SAND (SC)
- SLIGHTLY SILTY FINE SAND (SP-SM)

NOTE: 3"-10" of topsoil (sands with roots/organics) encountered in some borings (not shown on boring profiles)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)
N	SPT RESISTANCE IN BLOWS PER FOOT
HAB	HAND AUGER BORING (ASTM D1452)
X.X ▼	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING
EOB	END OF BORING
BLS	BELOW LAND SURFACE
FRGM	FRAGMENTS
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS] USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)

DRILL CREW CHIEF: DT
DRILL RIG: CME-45
DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
SPLIT-SPOON SAMPLER:
- INSIDE DIAMETER: 1.375"
- OUTSIDE DIAMETER: 2.0"
- LENGTH: 24"

SPT HAMMER:
- AVERAGE DROP: 30"
- WEIGHT: 140 LBS
- TYPE: SAFETY/MANUAL

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
83-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: June 2022
Checked by: DPA	Date: June 2022
AACE File No: 22-182	Sheet No. 6

APPENDIX I

USDA NRCS Web Soil Survey Summary Report

United States Department of Agriculture

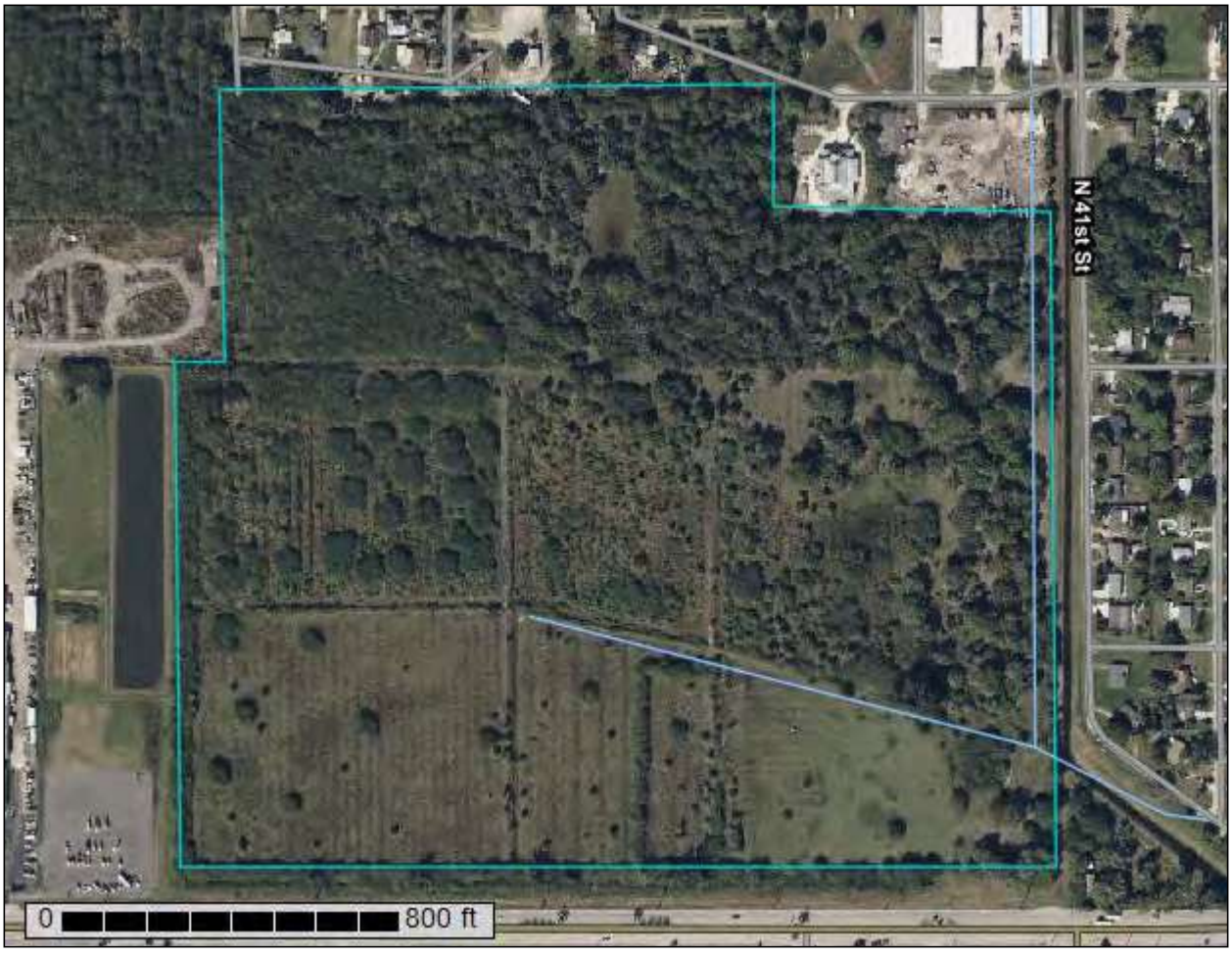
NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for St. Lucie County, Florida

83-Acres of SR-68/Orange Ave.



May 10, 2022

Custom Soil Resource Report
Soil Map (83-Acres of SR-68/Orange Ave.)

Map Scale: 1:4,780 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 15, Aug 25, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend (83-Acres of SR-68/ Orange Ave.)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
11	Chobee loamy sand, frequently ponded, 0 to 1 percent slopes	16.3	19.9%
16	Hilolo loamy sand, 0 to 2 percent slopes	3.8	4.6%
25	Nettles and Oldsmar sands	12.0	14.6%
31	Pepper and EauGallie sands	8.6	10.5%
48	Wabasso sand, 0 to 2 percent slopes	11.8	14.4%
55	Winder loamy sand	29.6	36.1%
Totals for Area of Interest		**82.0**	**100.0%**

Map Unit Descriptions (83-Acres of SR-68/ Orange Ave.)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor

components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

St. Lucie County, Florida

11—Chobee loamy sand, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2tzwd
Elevation: 0 to 70 feet
Mean annual precipitation: 48 to 58 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Chobee and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Chobee

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Loamy alluvium

Typical profile

A - 0 to 11 inches: loamy sand
Btg - 11 to 40 inches: sandy clay loam
Btkg - 40 to 80 inches: sandy clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 14 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: High (about 9.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C/D
Forage suitability group: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G156BC345FL)
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G156BC345FL), Freshwater Marshes and Ponds (R156BY010FL)

Hydric soil rating: Yes

Minor Components

Kaliga

Percent of map unit: 4 percent
Landform: Depressions on flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Linear, concave
Across-slope shape: Concave, linear
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Brynwood

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Floridana

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, convex
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Winder

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Convex, linear
Across-slope shape: Concave, linear
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

16—Hilolo loamy sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2zlft
Elevation: 0 to 100 feet

Mean annual precipitation: 42 to 63 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Hilolo and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hilolo

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: loamy sand
Btkg1 - 6 to 12 inches: fine sandy loam
Btkg2 - 12 to 28 inches: sandy clay loam
Btkg3 - 28 to 53 inches: fine sandy loam
Cg - 53 to 80 inches: loamy fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 7.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: B/D
Forage suitability group: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Hydric soil rating: Yes

Minor Components

Pineda

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf

Down-slope shape: Linear
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Riviera

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Pople

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Cabbage Palm Flatwoods (R155XY005FL)
Hydric soil rating: Yes

Winder

Percent of map unit: 4 percent
Landform: Depressions on marine terraces, drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Concave, convex, linear
Across-slope shape: Concave, linear
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL), Wetland Hardwood Hammock (R156BY012FL)
Hydric soil rating: Yes

Brynwood

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

25—Nettles and Oldsmar sands

Map Unit Setting

National map unit symbol: 1jpvl

Elevation: 0 to 30 feet
Mean annual precipitation: 49 to 58 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Nettles and similar soils: 41 percent
Oldsmar and similar soils: 39 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Nettles

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 8 inches: sand
E - 8 to 33 inches: sand
Bh1 - 33 to 39 inches: sand
Bh2 - 39 to 55 inches: sand
Btg - 55 to 80 inches: fine sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 31 to 50 inches to ortstein
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Description of Oldsmar

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf

Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E - 5 to 32 inches: sand
Bh - 32 to 42 inches: sand
Btg - 42 to 80 inches: fine sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Minor Components

Pineda

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G156BC241FL)
Hydric soil rating: Yes

Pepper

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Oldsmar

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G156BC145FL)
Hydric soil rating: Yes

Ankona

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Wabasso

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

31—Pepper and EauGallie sands

Map Unit Setting

National map unit symbol: 1jpvs
Elevation: 0 to 30 feet
Mean annual precipitation: 49 to 58 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Pepper and similar soils: 46 percent
Eaugallie and similar soils: 44 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pepper

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 23 inches: sand
Bh1 - 23 to 33 inches: sand
Bh2 - 33 to 57 inches: sand
Btg - 57 to 80 inches: sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 16 to 31 inches to ortstein
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Description of Eaugallie

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E - 5 to 26 inches: sand
Bh - 26 to 47 inches: sand
Btg - 47 to 62 inches: sandy loam
Cg - 62 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to high (0.06 to 1.98 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 7.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Minor Components

Wabasso

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Nettles

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Pineda

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G156BC241FL)
Hydric soil rating: Yes

Lawnwood

Percent of map unit: 2 percent
Landform: Marine terraces on flatwoods
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Tantile

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

48—Wabasso sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2svyr
Elevation: 0 to 70 feet
Mean annual precipitation: 46 to 55 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Wabasso and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Wabasso

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 25 inches: sand
Bh - 25 to 30 inches: sand
Btg - 30 to 58 inches: sandy clay loam

Cg - 58 to 80 inches: loamy sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 9 to 50 inches to strongly contrasting textural stratification
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Minor Components

Brynwood

Percent of map unit: 6 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Cypress lake

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear, convex
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Pineda

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear

Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

55—Winder loamy sand

Map Unit Setting

National map unit symbol: 1jpwk
Elevation: 0 to 30 feet
Mean annual precipitation: 49 to 58 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Winder, drained and bedded, and similar soils: 67 percent
Winder, hydric, and similar soils: 15 percent
Minor components: 18 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Winder, Drained And Bedded

Setting

Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex, concave
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: loamy sand
E - 6 to 12 inches: sand
Btg1 - 12 to 33 inches: sandy clay loam
Btg2 - 33 to 49 inches: sandy loam
Cg1 - 49 to 61 inches: loamy sand
Cg2 - 61 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 12 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Low (about 5.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Forage suitability group: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Hydric soil rating: No

Description of Winder, Hydric

Setting

Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear, concave
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: loamy sand
E - 6 to 12 inches: sand
Btg1 - 12 to 33 inches: sandy clay loam
Btg2 - 33 to 49 inches: sandy loam
Cg1 - 49 to 61 inches: loamy sand
Cg2 - 61 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Forage suitability group: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Hydric soil rating: Yes

Minor Components

Riviera

Percent of map unit: 3 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G156BC241FL)
Hydric soil rating: Yes

Hallandale

Percent of map unit: 3 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Interfluve, talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Floridana

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G156BC245FL)
Hydric soil rating: Yes

Pineda

Percent of map unit: 3 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G156BC241FL)
Hydric soil rating: Yes

Wabasso

Percent of map unit: 2 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Winder, shell substratum, hydric

Percent of map unit: 2 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf

Down-slope shape: Linear, concave
Across-slope shape: Linear
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Hydric soil rating: Yes

Wabasso, gravelly substratum

Percent of map unit: 2 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

APPENDIX II

General Notes

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SOIL BORING, SAMPLING AND TESTING METHODS

GENERAL

Andersen Andre Consulting Engineers, Inc. (AACE) borings describe subsurface conditions only at the locations drilled and at the time drilled. They provide no information about subsurface conditions below the bottom of the boreholes. At locations not explored, surface conditions that differ from those observed in the borings may exist and should be anticipated.

The information reported on our boring logs is based on our drillers' logs and on visual examination in our laboratory of disturbed soil samples recovered from the borings. The distinction shown on the logs between soil types is approximate only. The actual transition from one soil to another may be gradual and indistinct.

The groundwater depth shown on our boring logs is the water level the driller observed in the borehole when it was drilled. These water levels may have been influenced by the drilling procedures, especially in borings made by rotary drilling with bentonitic drilling mud. An accurate determination of groundwater level requires long-term observation of suitable monitoring wells. Fluctuations in groundwater levels throughout the year should be anticipated.

The absence of a groundwater level on certain logs indicates that no groundwater data is available. It does not mean that groundwater will not be encountered at that boring location at some other point in time.

STANDARD PENETRATION TEST

The Standard Penetration Test (SPT) is a widely accepted method of in situ testing of foundation soils (ASTM D-1586). A 2-foot (0.6m) long, 2-inch (50mm) O.D. split-barrell sampler attached to the end of a string of drilling rods is driven 24 inches (0.60m) into the ground by successive blows of a 140-pound (63.5 Kg) hammer freely dropping 30 inches (0.76m). The number of blows needed for each 6 inches (0.15m) increments penetration is recorded. The sum of the blows required for penetration of the middle two 6-inch (0.15m) increments of penetration constitutes the test result of N-value. After the test, the sampler is extracted from the ground and opened to allow visual description of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. The following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength (Qu):

Cohesionless Soils:	**N-Value**	**Description**
	0 to 4	Very loose
	4 to 10	Loose
	10 to 30	Medium dense
	30 to 50	Dense
	Above 50	Very dense

Cohesive Soils:	N-Value	Description	Qu
	0 to 2	Very soft	Below 0.25 tsf (25 kPa)
	2 to 4	Soft	0.25 to 0.50 tsf (25 to 50 kPa)
	4 to 8	Medium stiff	0.50 to 1.0 tsf (50 to 100 kPa)
	8 to 15	Stiff	1.0 to 2.0 tsf (100 to 200 kPa)
	15 to 30	Very stiff	2.0 to 4.0 tsf (200 to 400 kPa)
	Above 30	Hard	Above 4.0 tsf (400 kPa)

The tests are usually performed at 5 foot (1.5m) intervals. However, more frequent or continuous testing is done by AACE through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid. After completion of a test borings, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed by backfilling, either with accumulated cuttings or lean cement.

Representative split-spoon samples from each sampling interval and from different strata are brought to our laboratory in air-tight jars for classification and testing, if necessary. Afterwards, the samples are discarded unless prior arrangement have been made.

POWER AUGER BORINGS

Auger borings (ASTM D-1452) are used when a relatively large, continuous sampling of soil strata close to the ground surface is desired. A 4-inch (100 mm) diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot (1.5m) sections. It is powered by the rotary drill rig. The sample is recovered by withdrawing the auger our of the ground without rotating it. The soil sample so obtained, is classified in the field and representative samples placed in bags or jars and returned to the AACE soils laboratory for classification and testing, if necessary.

HAND AUGER BORINGS

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5-foot [1.5m]) depth or when access is not available to power drilling equipment. A 3-inch (75mm) diameter hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved at approximately 6-inch (0.15m) interval and its contents emptied for inspection. On occasion post-hole diggers are used, especially in the upper 3 feet (1m) or so. Penetrometer probings can be used in the upper 5 feet (1.5m) to determine the relative density of the soils. The soil sample obtained is described and representative samples put in bags or jars and transported to the AACE soils laboratory for classification and testing, if necessary.

UNDISTURBED SAMPLING

Undisturbed sampling (ASTM D-1587) implies the recovery of soil samples in a state as close to their natural condition as possible. Complete preservation of in situ conditions cannot be realized; however, with careful handling and proper sampling techniques, disturbance during sampling can be minimized for most geotechnical engineering purposes. Testing of undisturbed samples gives a more accurate estimate of in situ behavior than is possible with disturbed samples.

Normally, we obtain undisturbed samples by pushing a 2.875-inch (73 mm) I.D., thin wall seamless steel tube 24 inches (0.6 m) into the soil with a single stoke of a hydraulic ram. The sampler, which is a Shelby tube, is 30 (0.8 m) inches long. After the sampler is retrieved, the ends are sealed in the field and it is transported to our laboratory for visual description and testing, as needed.

ROCK CORING

In case rock strata is encountered and rock strength/continuity/composition information is needed for foundation or mining purposes, the rock can be cored (ASTM D-2113) and 2-inch to 4-inch diameter rock core samples be obtained for further laboratory analyses. The rock coring is performed through flush-joint steel casing temporarily installed through the overburden soils above the rock formation and also installed into the rock. The double- or triple-tube core barrels are advanced into the rock typically in 5-foot intervals and then retrieved to the surface. The barrel is then opened so that the core sample can be extruded. Preliminary field measurements of the recovered rock cores include percent recovery and Rock Quality Designation (RQD) values. The rock cores are placed in secure core boxes and then transported to our laboratory for further inspection and testing, as needed.

SFWMD EXFILTRATION TESTS

In order to estimate the hydraulic conductivity of the upper soils, constant head or falling head exfiltration tests can be performed. These tests are performed in accordance with methods described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV. In brief, a 6 to 9 inch diameter hole is augered to depths of about 5 to 7 feet; the bottom one foot is filled with 57-stone; and a 6-foot long slotted PVC pipe is lowered into the hole. The distance from the groundwater table and to the ground surface is recordedand the hole is then saturated for 10 minutes with the water level maintained at the ground surface.

If a constant head test is performed, the rate of pumping will be recorded at fixed intervals of 1 minute for a total of 10 minutes, following the saturation period.

LABORATORY TEST METHODS

Soil samples returned to the AACE soils laboratory are visually observed by a geotechnical engineer or a trained technician to obtain more accurate description of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to help define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as discussed in this report.

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

The soil descriptions shown on the logs are based upon visual-manual procedures in accordance with local practice. Soil classification is performed in general accordance with the United Soil Classification System and is also based on visual-manual procedures.

BOULDERS (>12" [300 MM]) and COBBLES (3" [75 MM] TO 12" [300 MM]):

GRAVEL: Coarse Gravel: 3/4" (19 mm) to 3" (75 mm)
Fine Gravel: No. 4 (4.75 mm) Sieve to 3/4" (19 mm)

Descriptive adjectives:

0 - 5%	– no mention of gravel in description
5 - 15%	– trace
15 - 29%	– some
30 - 49%	– gravelly (shell, limerock, cemented sands)

SANDS:

COARSE SAND: No. 10 (2 mm) Sieve to No. 4 (4.75 mm) Sieve
MEDIUM SAND: No. 40 (425 µm) Sieve to No. 10 (2 mm) Sieve
FINE SAND: No. 200 (75 µm) Sieve to No. 40 (425 µm) Sieve

Descriptive adjectives:

0 - 5%	– no mention of sand in description
5 - 15%	– trace
15 - 29%	– some
30 - 49%	– sandy

SILT/CLAY: < #200 (75µM) Sieve

SILTY OR SILT: $PI < 4$
SILTY CLAYEY OR SILTY CLAY: $4 \leq PI \leq 7$
CLAYEY OR CLAY: $PI > 7$

Descriptive adjectives:

< - 5%	– clean (no mention of silt or clay in description)
5 - 15%	– slightly
16 - 35%	– clayey, silty, or silty clayey
36 - 49%	– very

ORGANIC SOILS:

Organic Content	**Descriptive Adjectives**	**Classification**
0 - 2.5%	Usually no mention of organics in description	See Above
2.6 - 5%	slightly organic	add “with organic fines” to group name
5 - 30%	organic	SM with organic fines
		Organic Silt (OL)
		Organic Clay (OL)
		Organic Silt (OH)

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

Organic Clay (OH)

HIGHLY ORGANIC SOILS AND MATTER:

Organic Content	**Descriptive Adjectives**	**Classification**
30 - 75%	sandy peat	Peat (PT)
	silty peat	Peat (PT)
> 75%	amorphous peat	Peat (PT)
	fibrous peat	Peat (PT)

STRATIFICATION AND STRUCTURE:

Descriptive Term		**Thickness**
with interbedded		
seam	--	less than ½ inch (13 mm) thick
layer	--	½ to 12-inches (300 mm) thick
stratum	--	more than 12-inches (300 mm) thick
pocket	--	small, erratic deposit, usually less than 1-foot
lens	--	lenticular deposits
occasional	--	one or less per foot of thickness
frequent	--	more than one per foot of thickness
calcareous	--	containing calcium carbonate (reaction to diluted HCL)
hardpan	--	spodic horizon usually medium dense
marl	--	mixture of carbonate clays, silts, shells and sands

ROCK CLASSIFICATION (FLORIDA) CHART:

Symbol	Typical Description
LS	Hard Bedded Limestone or Caprock
WLS	Fractured or Weathered Limestone
LR	Limerock (gravel, sand, silt and clay mixture)
SLS	Stratified Limestone and Soils

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

LEGEND FOR BORING LOGS

N:	Number of blows to drive a 2-inch OD split spoon sampler 12 inches using a 140-pound hammer dropped 30 inches
R:	Refusal (less than six inches advance of the split spoon after 50 hammer blows)
MC:	Moisture content (percent of dry weight)
OC:	Organic content (percent of dry weight)
PL:	Moisture content at the plastic limit
LL:	Moisture content at the liquid limit
PI:	Plasticity index (LL-PL)
qu:	Unconfined compressive strength (tons per square foot, unless otherwise noted)
-200:	Percent passing a No. 200 sieve (200 wash)
+40:	Percent retained above a No. 40 sieve
US:	Undisturbed sample obtained with a thin-wall Shelby tube
k:	Permeability (feet per minute, unless otherwise noted)
DD:	Dry density (pounds per cubic foot)
TW:	Total unit weight (pounds per cubic foot)

APPENDIX III

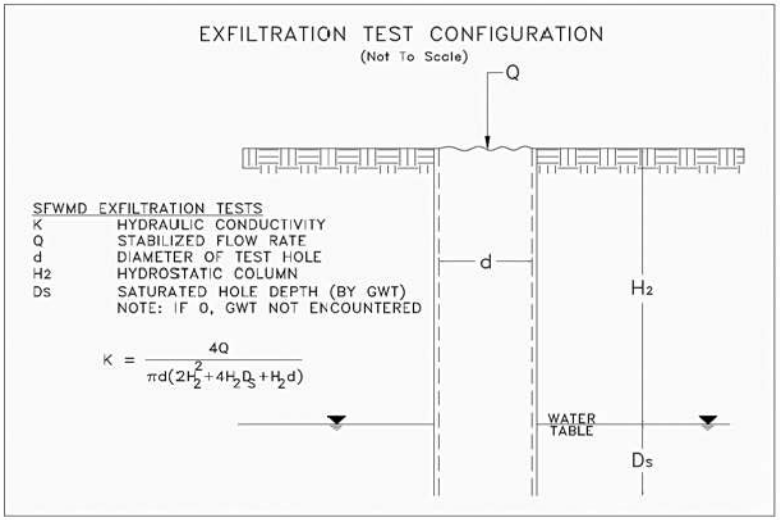
Soil Hydraulic Conductivity Test Reports

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SFWMD Usual Open Hole Test

Test Number	**EX-1**	**Project Name**	**83 Acres of Orange Avenue (Suchman)**	**Weather Conditions**	Clear
		Project Number	**22-182**	**Temperature**	88F
		Test Location	**Refer to Figure No. 2**	**Technician**	DT
		Date	**06/02/2022**	**Engineer**	PA

DIAMETER OF TEST HOLE (FEET): **d** =	0.5	
DEPTH OF TEST HOLE (FEET): H_1 =	6	
DEPTH TO WATER TABLE (FEET): H_2 =	5.5	
SATURATED HOLE DEPTH (FEET): D_s =	0.5	
METER READING (Gallons): V_i =	0	@ 0.00 MIN
METER READING (Gallons): V_F =	3	@ 10.00 MIN
AVERAGE FLOW RATE (GPM) =	0.30	
"STABILIZED" FLOW RATE (CFS): Q =	**6.7E-04**	
HYDRAULIC CONDUCTIVITY (CFS / FT^2 - FT. HEAD): K =	**2.3E-05**	



Soil Profile	
Depth (in-bls)	**Description**
0 - 10	Topsoil
10 - 24	Light gray fine sand (SP)
24 - 60	Dark brown fine sand (SP)
60 - 72	Gray clayey fine sand (SC)
Groundwater encountered 66 inches below grade	

NOTES:

The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).

The K-value was calculated based on the exfiltration test procedure as shown hereon.

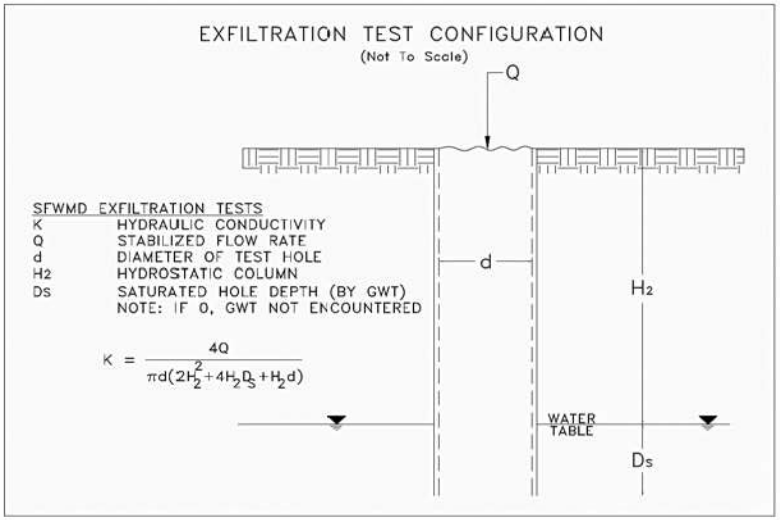
The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SFWMD Usual Open Hole Test

Test Number	**EX-2**	**Project Name**	**83 Acres of Orange Avenue (Suchman)**	**Weather Conditions**	Clear
		Project Number	**22-182**	**Temperature**	90F
		Test Location	**Refer to Figure No. 2**	**Technician**	DT
		Date	**06/01/2022**	**Engineer**	PA

DIAMETER OF TEST HOLE (FEET): **d** =	0.5	
DEPTH OF TEST HOLE (FEET): H_1 =	6	
DEPTH TO WATER TABLE (FEET): H_2 =	4	
SATURATED HOLE DEPTH (FEET): D_s =	2	
METER READING (Gallons): V_i =	0	@ 0.00 MIN
METER READING (Gallons): V_F =	2	@ 10.00 MIN
AVERAGE FLOW RATE (GPM) =	0.20	
"STABILIZED" FLOW RATE (CFS): Q =	**4.5E-04**	
HYDRAULIC CONDUCTIVITY (CFS / FT^2 - FT. HEAD): K =	**1.7E-05**	



Soil Profile	
Depth (in-bls)	**Description**
0 - 8	Topsoil
8 - 30	Brown clayey fine sand (SC)
30 - 55	Gray clayey fine sand (SC)
55 - 72	Gray slightly clayey fine sand (SP-SC)
Groundwater encountered 66 inches below grade	

NOTES:

The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).

The K-value was calculated based on the exfiltration test procedure as shown hereon.

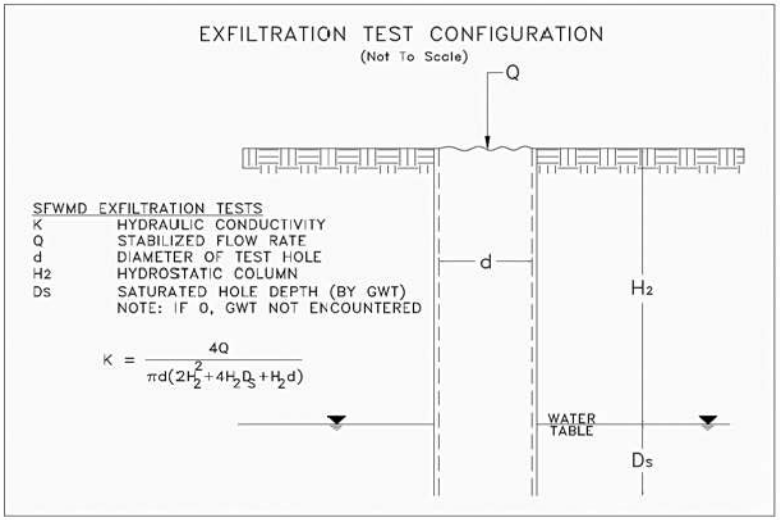
The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SFWMD Usual Open Hole Test

Test Number	**EX-3**	**Project Name**	**83 Acres of Orange Avenue (Suchman)**	**Weather Conditions**	Clear
		Project Number	**22-182**	**Temperature**	91F
		Test Location	**Refer to Figure No. 2**	**Technician**	DT
		Date	**06/02/2022**	**Engineer**	PA

DIAMETER OF TEST HOLE (FEET): **d** =	0.5	
DEPTH OF TEST HOLE (FEET): H_1 =	6	
DEPTH TO WATER TABLE (FEET): H_2 =	5.8	
SATURATED HOLE DEPTH (FEET): D_s =	0.2	
METER READING (Gallons): V_i =	0	@ 0.00 MIN
METER READING (Gallons): V_F =	10	@ 10.00 MIN
AVERAGE FLOW RATE (GPM) =	1.00	
"STABILIZED" FLOW RATE (CFS): Q =	**2.2E-03**	
HYDRAULIC CONDUCTIVITY (CFS / FT^2 - FT. HEAD): K =	**7.6E-05**	



Soil Profile	
Depth (in-bls)	**Description**
0 - 7	Topsoil
7 - 42	Light gray fine sand (SP)
42 - 66	Dark brown fine sand (SP)
66 - 72	Gray clayey fine sand (SC)
Groundwater encountered 70 inches below grade	

NOTES:

The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).

The K-value was calculated based on the exfiltration test procedure as shown hereon.

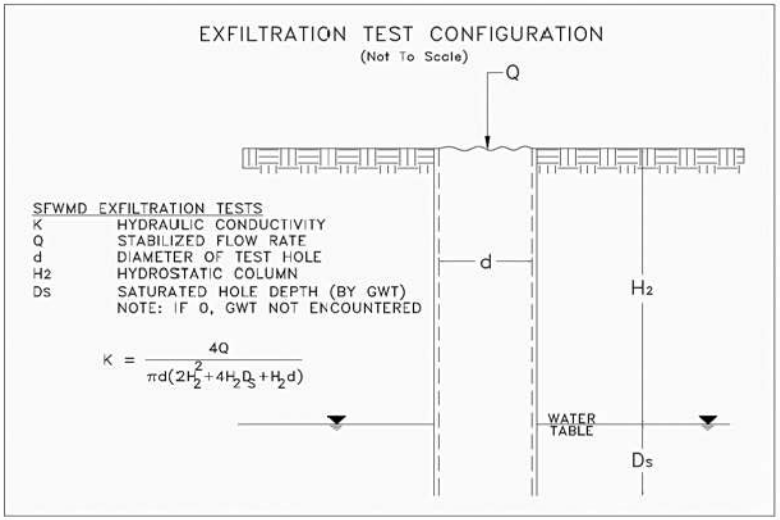
The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SFWMD Usual Open Hole Test

Test Number	**EX-4**	**Project Name**	**83 Acres of Orange Avenue (Suchman)**	**Weather Conditions**	Clear
		Project Number	**22-182**	**Temperature**	85F
		Test Location	**Refer to Figure No. 2**	**Technician**	DT
		Date	**05/31/2022**	**Engineer**	PA

DIAMETER OF TEST HOLE (FEET): **d** =	0.5	
DEPTH OF TEST HOLE (FEET): H_1 =	6	
DEPTH TO WATER TABLE (FEET): H_2 =	5	
SATURATED HOLE DEPTH (FEET): D_s =	1	
METER READING (Gallons): V_i =	0	@ 0.00 MIN
METER READING (Gallons): V_F =	2.5	@ 10.00 MIN
AVERAGE FLOW RATE (GPM) =	0.25	
"STABILIZED" FLOW RATE (CFS): Q =	**5.6E-04**	
HYDRAULIC CONDUCTIVITY (CFS / FT^2 - FT. HEAD): K =	**2.0E-05**	



Soil Profile	
Depth (in-bls)	**Description**
0 - 8	Topsoil
8 - 24	Brown fine sand (SP), t/o roots
24 - 72	Gray clayey fine sand (SC)
Groundwater encountered 60 inches below grade	

NOTES:

The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).

The K-value was calculated based on the exfiltration test procedure as shown hereon.

The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).

APPENDIX IV

AACE Project Limitations and Conditions

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Project Limitations and Conditions

Andersen Andre Consulting Engineers, Inc. has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made herein. Further, the report, in all cases, is subject to the following limitations and conditions:

VARIABLE/UNANTICIPATED SUBSURFACE CONDITIONS

The engineering analysis, evaluation and subsequent recommendations presented herein are based on the data obtained from our field explorations, at the specific locations explored on the dates indicated in the report. This report does not reflect any subsurface variations (e.g. soil types, groundwater levels, etc.) which may occur adjacent or between borings.

The nature and extent of any such variations may not become evident until construction/excavation commences. In the event such variations are encountered, Andersen Andre Consulting Engineers, Inc. may find it necessary to (1) perform additional subsurface explorations, (2) conduct in-the-field observations of encountered variations, and/or re-evaluate the conclusions and recommendations presented herein.

We at Andersen Andre Consulting Engineers, Inc. recommend that the project specifications necessitate the contractor immediately notifying Andersen Andre Consulting Engineers, Inc., the owner and the design engineer (if applicable) if subsurface conditions are encountered that are different from those presented in this report.

No claim by the contractor for any conditions differing from those expected in the plans and specifications, or presented in this report, should be allowed unless the contractor notifies the owner and Andersen Andre Consulting Engineers, Inc. of such differing site conditions. Additionally, we recommend that all foundation work and site improvements be observed by a Andersen Andre Consulting Engineers, Inc. representative.

SOIL STRATA CHANGES

Soil strata changes are indicated by a horizontal line on the soil boring profiles (boring logs) presented within this report. However, the actual strata change may be more gradual and indistinct. Where changes occur between soil samples, the locations of the changes must be estimated using the available information and may not be at the exact depth indicated.

SINKHOLE POTENTIAL

Unless specifically requested in writing, a subsurface exploration performed by Andersen Andre Consulting Engineers, Inc. Is not intended to be an evaluation for sinkhole potential.

MISINTERPRETATION OF SUBSURFACE SOIL EXPLORATION REPORT

Andersen Andre Consulting Engineers, Inc. is responsible for the conclusions and recommendations presented herein, based upon the subsurface data obtained during this project. If others render conclusions or opinions, or make recommendations based upon the data presented in this report, those conclusions, opinions and/or recommendations are not the responsibility of Andersen Andre Consulting Engineers, Inc.

CHANGED STRUCTURE OR LOCATION

This report was prepared to assist the owner, architect and/or civil engineer in the design of the subject project. If any changes in the construction, design and/or location of the structures as discussed in this report are planned, or if any structures are included or added that are not discussed in this report, the conclusions and recommendations contained in this report may not be valid. All such changes in the project plans should be made known to Andersen Andre Consulting Engineers, Inc. for our subsequent re-evaluation.

USE OF REPORT BY BIDDERS

Bidders who are reviewing this report prior to submission of a bid are cautioned that this report was prepared to assist the owners and project designers. Bidders should coordinate their own subsurface explorations (e.g.; soil borings, test pits, etc.) for the purpose of determining any conditions that may affect construction operations. Andersen Andre Consulting Engineers, Inc. cannot be held responsible for any interpretations made using this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which may affect construction operations.

IN-THE-FIELD OBSERVATIONS

Andersen Andre Consulting Engineers, Inc. attempts to identify subsurface conditions, including soil stratigraphy, water levels, zones of lost circulation, “hard” or “soft” drilling, subsurface obstructions, etc. However, lack of mention in the report does not preclude the presence of such conditions.

LOCATION OF BURIED OBJECTS

Users of this report are cautioned that there was no requirement for Andersen Andre Consulting Engineers, Inc. to attempt to locate any man-made, underground objects during the course of this exploration, and that no attempts to locate any such objects were performed. Andersen Andre Consulting Engineers, Inc. cannot be responsible for any buried man-made objects which are subsequently encountered during construction.

PASSAGE OF TIME

This report reflects subsurface conditions that were encountered at the time/date indicated in the report. Significant changes can occur at the site during the passage of time. The user of the report recognizes the inherent risk in using the information presented herein after a reasonable amount of time has passed. We recommend the user of the report contact Andersen Andre Consulting Engineers, Inc. with any questions or concerns regarding this issue.

Important Information about Your

Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely, on Your ASFE-Member Geotechncial Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

ASFE THE GEOPROFESSIONAL BUSINESS ASSOCIATION

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Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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IIGER03135.0MRP

Beach/Due Protection Plan - N/A

Lighting Plan - N/A

Design Review - N/A

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential/Industrial	IND/MXD (SLC)	IL/RS-4 (SLC)
South	Commercial	CC (FP) COM (SLC)	C-3 (FP) COM/RS-3 (SLC)
East	Residential	RH (SLC)	IL/RS-4 (SLC)
West	Industrial	I/CI (FP) IND (SLC)	I-1 (FP) IL (SLC)

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RM(SLC)/RH(SLC)/COM(SLC)	PUD(SLC)/COM(SLC)	9 du /ac (RM) 15 du/ac (RH) FAR 1.0 (COM)	83.73 Acres	Zone X & A
****Proposed**	RM(FP)/MXD(FP)	PD(FP)	12 du /ac(RM) 15 du/ac (MXD) 1.5 FAR (MXD)	83.73 Acres	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 406,818
**Proposed Zoning/FLU	Total gallons per day 312,226
**Change in Demand	Total gallons per day -94,616

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 382,633
**Proposed Zoning/FLU	Total gallons per day 288,392
**Change in Demand	Total gallons per day -94,241

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	941.68	940.20	-1.48
Urban District	5 acres per 1,000 people	235.42	235.05	-0.37
Community	2.5 acres per 1,000 people	117.71	117.52	-0.19
Neighborhood	1.36 acres per 1,000 people	64.03	63.93	-0.10

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	Westwood High School
City	Fort Pierce	Fort Pierce
Distance	1.80 Miles	0.80 Miles
Current Zoning/FLU Enrollment Demand	156 Students	62 Students
****Proposed Zoning/FLU Enrollment Demand**	165 Students	87 Students
****Change in Demand**	+ 9 Students	+ 25 Students

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	148 Yards
****Proposed Zoning/FLU**	142 Yards
***Change in Demand**	-6 Yards

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	See attached Stormwater Statement

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	34,775	1,012/3,097
****Proposed Zoning/FLU**	6,038	348/486
***Change in Demand**	Trips -28,737	Trips -664/-2,611
Impact to Capacity		

IV. Project Description

PHASING				
Is this project (phase) part of a larger project? ☐ Yes ☑ No				
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.				
Total Project: Residential Units:		Single Family:		Multifamily:
	Non-residential (square footage):			
	Mixed-use (describe use):			
(If this is a single phase project, name it Phase I – Total)				

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐ Yes ☐ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☐ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☑ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Application for Zoning Atlas Map Amendment

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 (16) 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
- ☐ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: North of Orange Avenue across Bent Creek Drive close to the Hartman Road intersection.
2. Property Tax ID(s): 2407-131-0004-000-6, 2407-134-0001-000-4, 2407-144-0001-000-5, 2408-233-0001-000-1, & 2407-124-0001-000-3
3. Total Acreage: 83.73 Acres
4. Existing Future Land Use Designation: RM, Medium Density Residential (Upon Annexation)/MXD, Mixed Use (Upon FLU Change)
5. Existing Zoning Classification: PUD, Planned Development (Expired PUD)/CG General Commercial
6. Proposed Zoning Classification: PD, Planned Development (Proposed PD)
7. Other applications being submitted concurrent with this application, if any: Annexation/Capacity Analysis

8. Describe the existing uses, improvements and structures on the amendment lands: Currently Vacant

9. Are there any identified or possible historical structures on the amendment lands? N/A

10. The reason for making this request: See Attached Narrative

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential/Industrial	IND/MXD (SLC)	IL/RS-4 (SLC)
South	Commercial	CC (FP) COM (SLC)	C-3 (FP) COM/RS-3 (SLC)
East	Residential	RH (SLC)	IL/RS-4 (SLC)
West	Industrial	I/CI (FP) IND (SLC)	I-1 (FP) IL (SLC)

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RM(SLC)/RH(SLC)/COM(SLC)	PUD(SLC)/COM(SLC)	9 du /ac (RM) 15 du/ac (RH) FAR 1.0 (COM)	83.73 Acres	Zone X & A
Proposed	RM(FP)/MXD(FP)	PD(FP)	12 du /ac(RM) 15 du/ac (MXD) 1.5 FAR (MXD)	83.73 Acres	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 406,818
Proposed Zoning	Total gallons per day 312,226
Change in Demand	**Total gallons per day** -94,616

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 382,633
Proposed Zoning	Total gallons per day 288,392
Change in Demand	**Total gallons per day** -94,241

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	941.68	940.20	-1.48
Urban District	5 acres per 1,000 people	235.42	235.05	-0.37
Community	2.5 acres per 1,000 people	117.71	117.52	-0.19
Neighborhood	1.36 acres per 1,000 people	64.03	63.93	-0.10

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	Westwood High School
City	Fort Pierce	Fort Pierce
Distance	1.80 Miles	0.80 Miles
Current Zoning Enrollment Demand	156 Students	62 Students
Proposed Zoning Enrollment Demand	165 Students	87 Students
Change in Demand	+ 9 Students	+ 25 Students

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	148 Yards
Proposed Zoning	142 Yards
Change in Demand	-6 Yards

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	See attached Stormwater Statement

III. Transportation Analysis

G. Traffic
Most recent ITE Code for use; HCM Roadway Capacity

	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning	34,775	1,012/3,097
Proposed Zoning	6,038	348/486
Change in Demand	Trips -28,737	Trips -664/-2,611
Impact to Capacity	None	

12. Name of Owner(s): Various - See Attached Warranty Deeds and Owner Authorization Letters
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____
E-mail: _____

13. Name of Applicant: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

14. Name of Representative: Tod Mowery - Redtail Design Group
Mailing Address: 100 S. 2nd Street
City Fort Pierce State Florida Zip 34950
Phone # 772-742-1555 Fax # _____
E-mail: todm@redtaildg.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 Date

Address State Zip

Phone Fax 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 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.

Property Owner's Name (Please Print) Phone

Address State Zip

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____, by _____ who is personally known to me or has produced _____as ident

Signature of Notary (seal)

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

June 6, 2022 *Sent via e-mail: Larry@suchmangroup.com*

SUCHMAN Real Estate Co.
Lawrence E. Suchman
14411 S. Dixie Hwy Suite 214
Palmetto Bay, FL 33176

Re: Millcreek (Ft. Pierce) – Rezoning & Capacity Analysis – Traffic Statement
Parcel IDs 2407-131-0004-000-6/-134-0001-000-4/-144-0001-000-5, 2408-233-0001-000-1, & 2407-124-0001-000-3

JFO Group Inc. has been retained to evaluate a traffic impact analysis to determine compliance with the Zoning Atlas Map Amendment and Capacity Analysis applications associated with ±84.54 acres being annexed into the City of Fort Pierce. The site is located at the northwest corner of Hartman Road and Orange Avenue in unincorporated St. Lucie County, Florida. Figure 1 shows the project location in relation to the transportation network. Parcel IDs associated with this project are 2407-131-0004-000-6/-134-0001-000-4/-144-0001-000-5, 2408-233-0001-000-1 & 2407-124-0001-000-3.

The Existing Future Land Use Designation on properties identified with parcel IDs 2407-131-0004-000-6/-134-0001-000-4/-144-0001-000-5 and 2408-233-0001-000-1 is Commercial (COM) with a Commercial General (GC) Zoning designation in unincorporated St Lucie County. Similarly, the Existing Future Land Use Designation on property identified with parcel ID 2407-124-0001-000-3 is Residential High (RH) on ±56.6 acres and Residential Medium (RM) on ±5.97 acres with a Planned Unit Development (PUD) Zoning designation in unincorporated St Lucie County. Figure 2 includes a map showing the current FLU for the subject site while Figure 3 does the same for the existing Zoning designation.

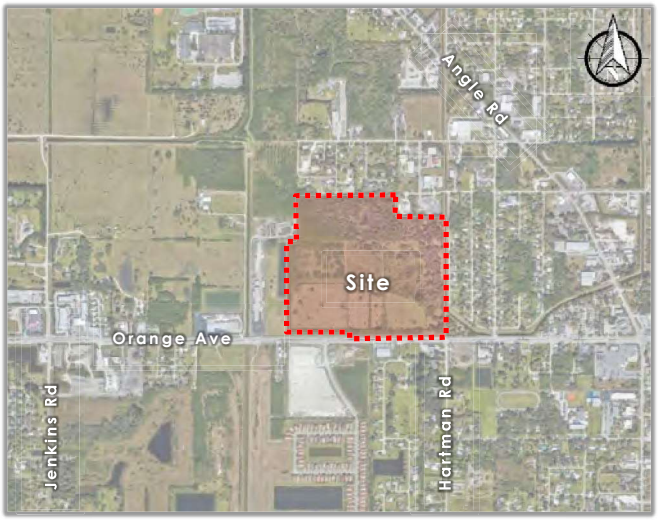

Figure 1 : Project Location

The Future Land Use Designation on properties identified with parcel IDs 2407-131-0004-000-6/-134-0001-000-4/-144-0001-000-5 and 2408-233-0001-000-1 upon annexation is expected to be General Commercial (GC) where a Mixed Use Development (MXD) FLU is being proposed. Similarly, the Future Land Use Designation on property identified with parcel ID 2407-124-0001-000-3 upon annexation is expected to be Medium Density Residential (RM). The proposed Zoning Classification on all parcels is Planned Development Zone (PD).

According to Sec. 125-212. of the City's Land Development Code: The PD District is intended to provide a process for the evaluation of individually planned developments which are not otherwise permitted in the zoning districts established by the land development code. The PD District is to be a voluntary process commenced by an applicant for such zoning designation. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time granting the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety and general welfare. The Planned Development (PD) district is designed to allow an applicant to submit a proposal for consideration, for any use or any mixture of uses. The approval of planned development rezoning rests with the city commission.

6671 W Indiantown Rd • Suite 50-324 • Jupiter, Florida 33458
T: (561) 462-5364 • F: (561) 465-8044 • info@jfo.us

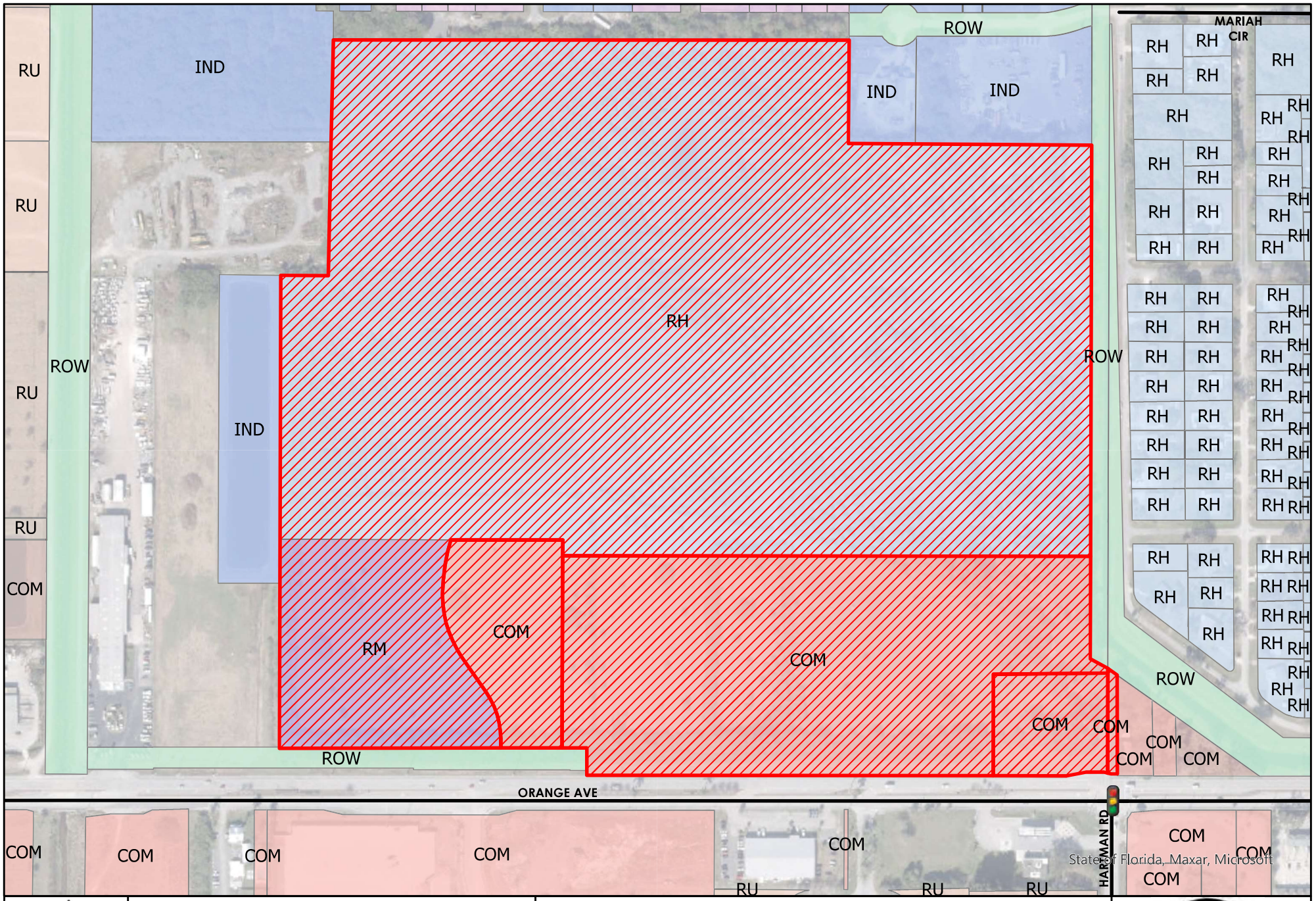

Figure 2:
CURRENT FUTURE LAND USE
MILLCREEK

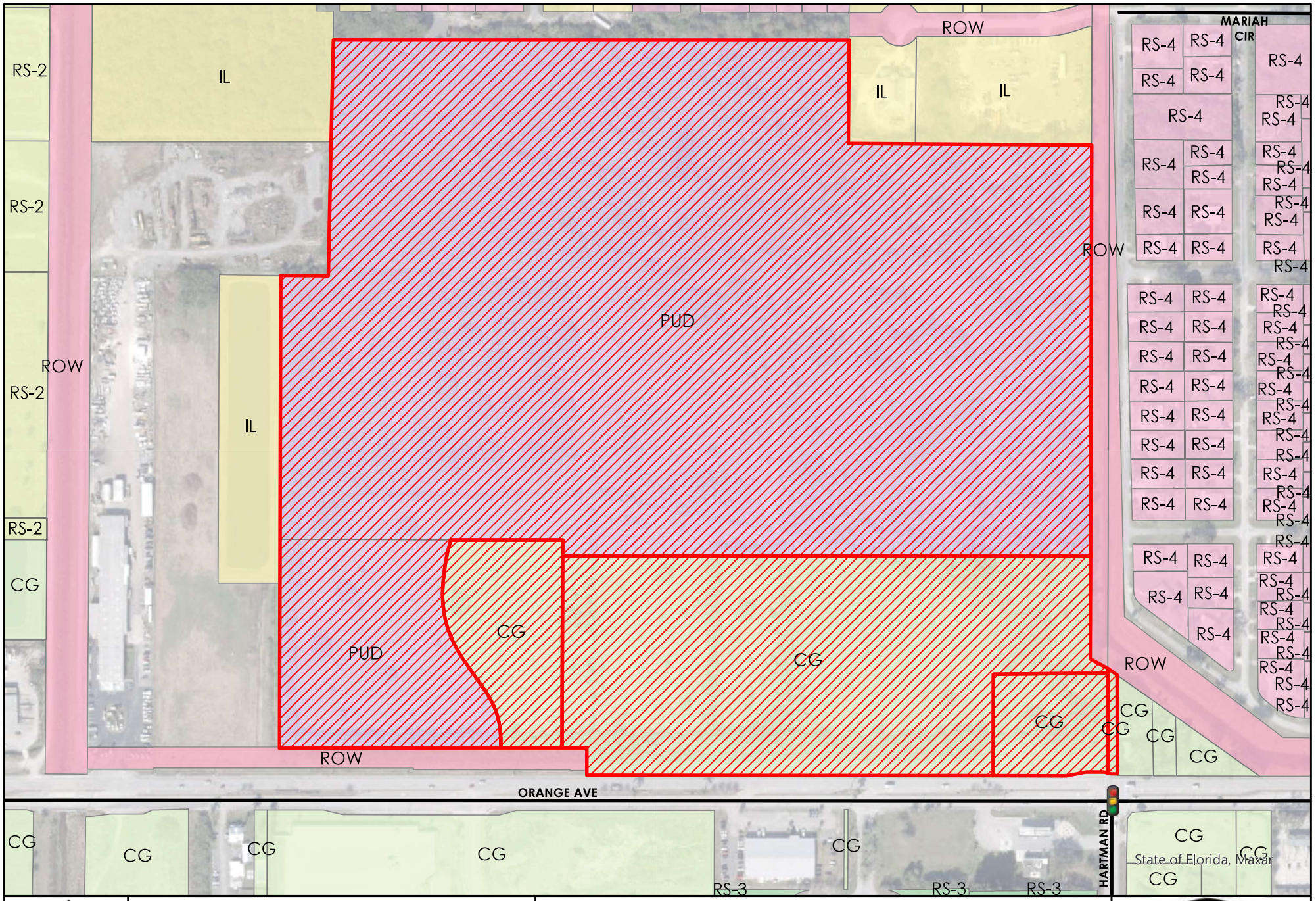

Figure 3:
CURRENT ZONING
MILLCREEK

Project trip generation rates used for this analysis were based on the *Institute of Transportation Engineering (ITE) Trip Generation Manual 11th Edition*. Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions while Table 2 summarizes the net Daily, AM, and PM peak trips potentially generated by the current and proposed Zoning. Exhibit 1 includes a copy of the ITE trip generation rates.

Table 1: Trip Generation Rates

Land Use	ITE Code	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Shopping Center (>150k)	820	37.01	62%	38%	0.84	48%	52%	3.40
Multifamily Housing (Low-Rise)	220	6.74	24%	76%	0.40	63%	37%	0.51
Strip Retail Plaza (<40k)	822	54.45	60%	40%	2.36	50%	50%	6.59

Table 2: Trip Generation

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
COM/RH/RM FLU With CG/PUD Zoning [County Existing] → RM/GC FLU With PD Zoning [Upon Annexation]								
Retail	957,013[1] SF	35,419	498	306	804	1,562	1,692	3,254
Residential	903[2] DUs	6,086	87	274	361	290	171	461
	Σ	41,505	585	580	1,165	1,852	1,863	3,715
Pass-By	19%	6,730	95	58	153	297	321	618
Net Current Zoning		***34,775***	***490***	***522***	***1,012***	***1,555***	***1,542***	***3,097***
RM/MXD FLU With PD Zoning [Proposed]								
Retail	20,000[3] SF	1,089	28	19	47	66	66	132
Residential	799[4] DUs	5,385	77	243	320	256	151	407
	Σ	6,474	105	262	367	322	217	539
Pass-By	40%	436	11	8	19	26	27	53
Net Proposed Zoning		***6,038***	***94***	***254***	***348***	***296***	***190***	***486***
Net Traffic		***(28,737)***	***(396)***	***(268)***	***(664)***	***(1,259)***	***(1,352)***	***(2,611)***

[1] 21.97 Acres X 43,560 SF X 1.0 FAR
[2] [56.6 Acres X 15 DU/Acre] + [5.97 Acres X 9 DU/Ac]
[3] Proposed PD Plan
[4] 84.54 Acres X 9.46 DU/Acre

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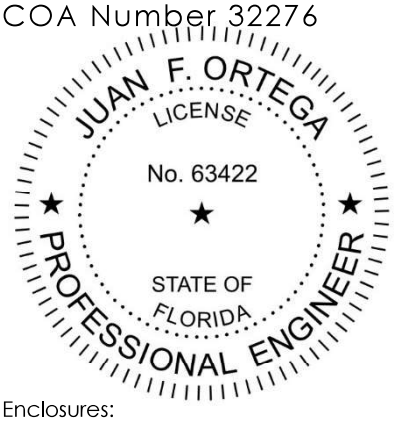
T: (561) GO2-JFOG • www.jfogroupinc.com • info@jfo.us

The proposed Zoning for the Millcreek property has been evaluated following the *City of Fort Pierce Zoning Atlas Map Amendment and Capacity Analysis applications*. This analysis shows that the proposed Zoning for the Millcreek property will not be expected to generate additional traffic. Therefore, the proposed Millcreek property application will be in compliance with the *City of Fort Pierce Land Development Code*.

Sincerely,

JFO GROUP INC
COA Number 32276



Enclosures:
Exhibit 1: ITE Trip Generation Rates
Exhibit 2: Rezoning & Capacity Applications Excerpt

This item has been electronically signed and sealed by Dr. Juan F. Ortega, PE on June 6, 2022 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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Land Use: 820
Shopping Center (>150k)

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has at least 150,000 square feet of gross leasable area (GLA). It often has more than one anchor store. Various names can be assigned to a shopping center within this size range, depending on its specific size and tenants, such as community center, regional center, superregional center, fashion center, and power center.

A shopping center of this size typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants.

A shopping center of this size can be enclosed or open-air. The vehicle trips generated at a shopping center are based upon the total GLA of the center. In the case of a smaller center without an enclosed mall or peripheral buildings, the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between community/regional shopping center and shopping plaza (Land Use 821) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

Shopping plaza (40-150k) (Land Use 821), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

Additional Data

Many shopping centers—in addition to the integrated unit of shops in one building or enclosed around a mall—include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied include peripheral buildings, it can be assumed that some of the data show their effect.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky,

Shopping Center (>150k)
(820)

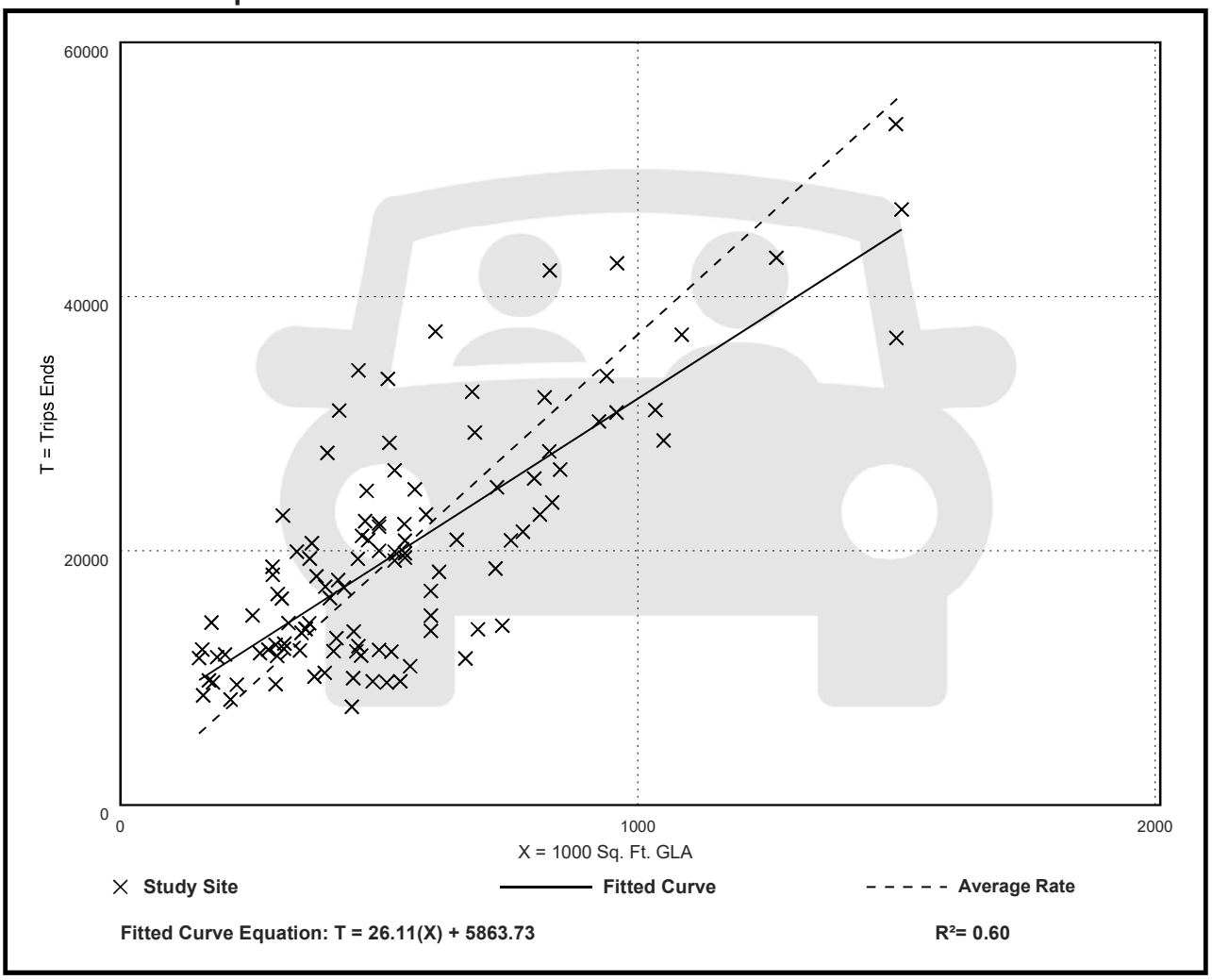
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 108
Avg. 1000 Sq. Ft. GLA: 538
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.01	17.27 - 81.53	12.79

Data Plot and Equation



Fitted Curve Equation: T = 26.11(X) + 5863.73

R^2= 0.60

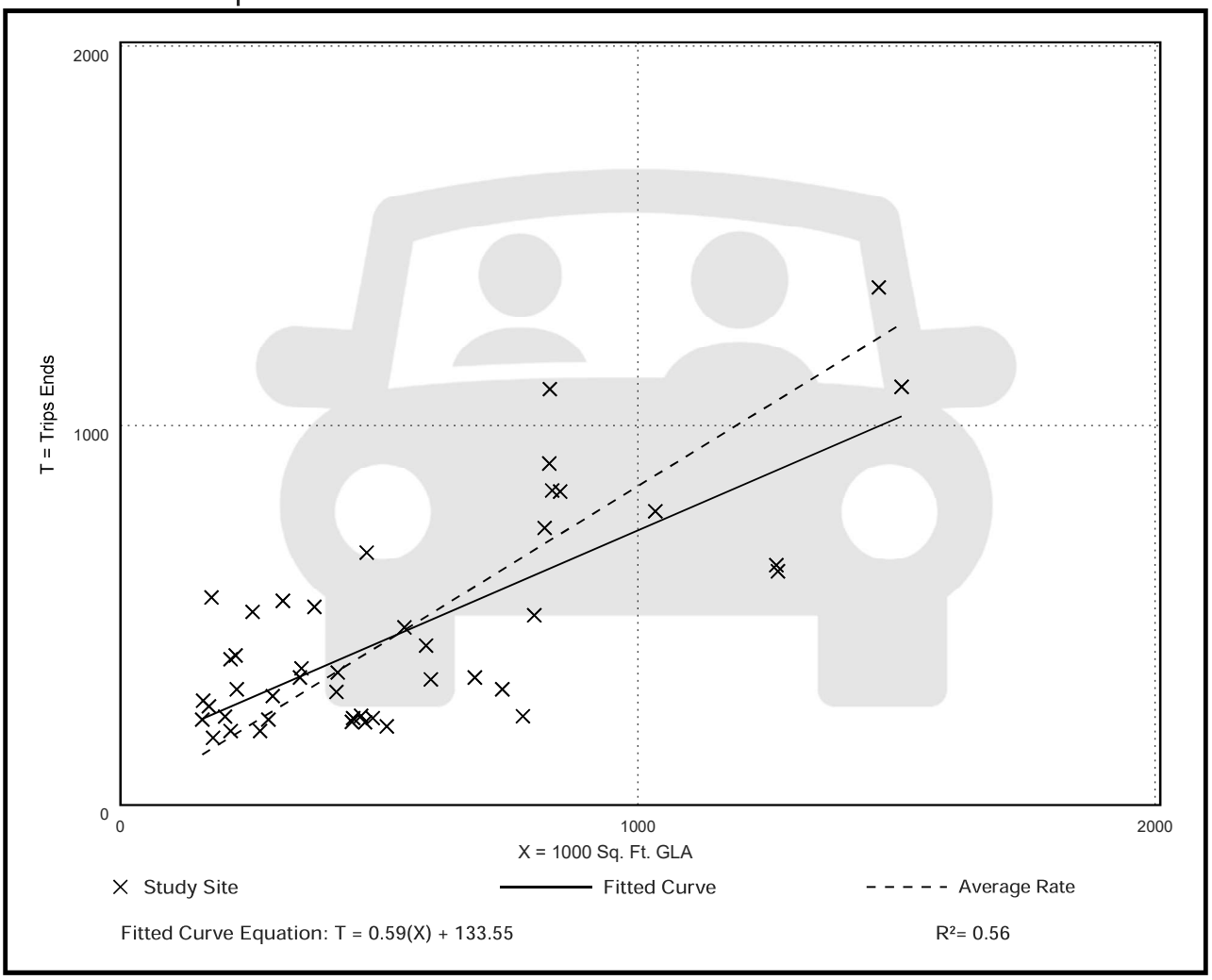
Shopping Center (>150k)
(820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 44
Avg. 1000 Sq. Ft. GLA: 546
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.84	0.30 - 3.11	0.42

Data Plot and Equation



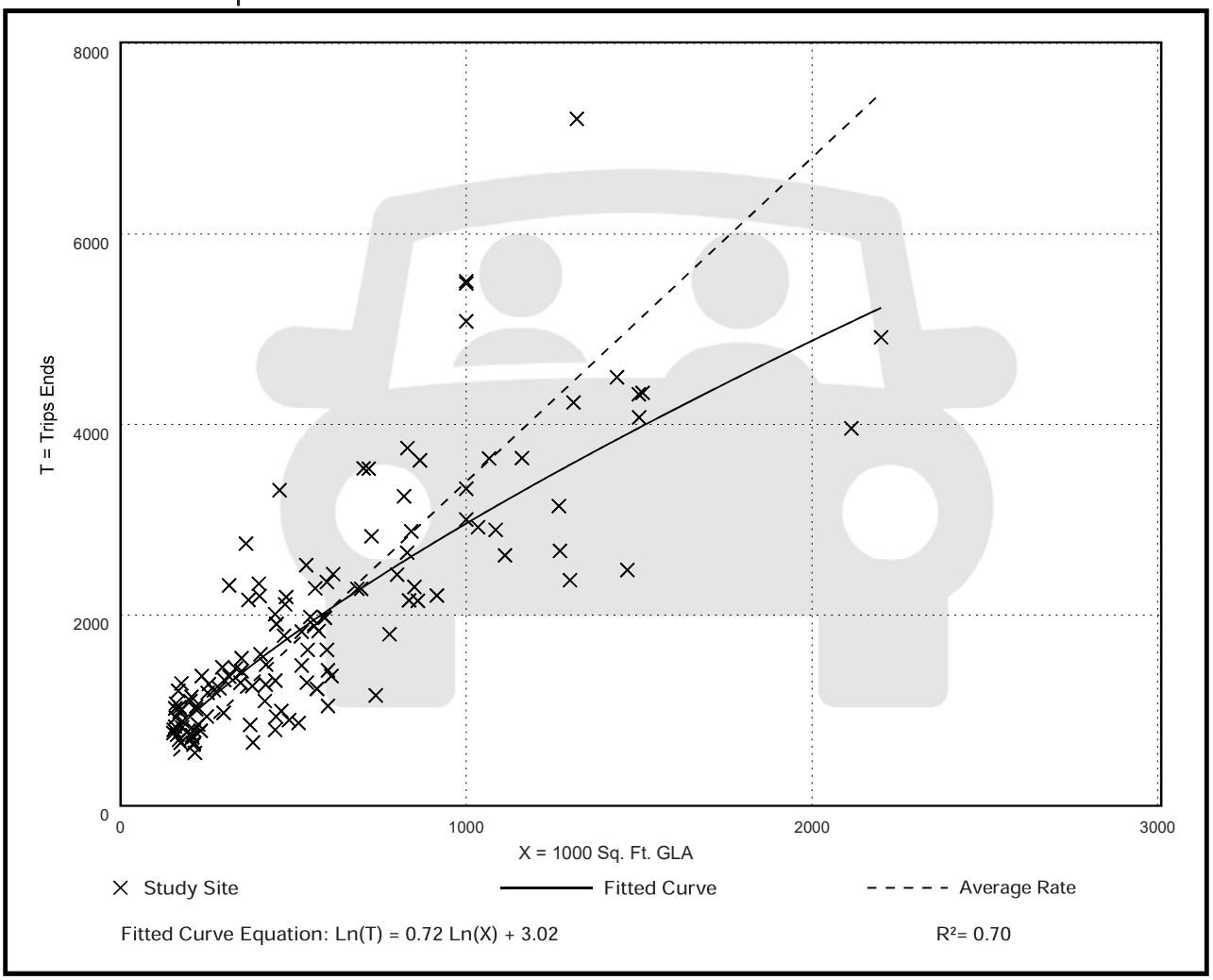
Shopping Center (>150k)
(820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 126
Avg. 1000 Sq. Ft. GLA: 581
Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.40	1.57 - 7.58	1.26

Data Plot and Equation



Land Use: 220
Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

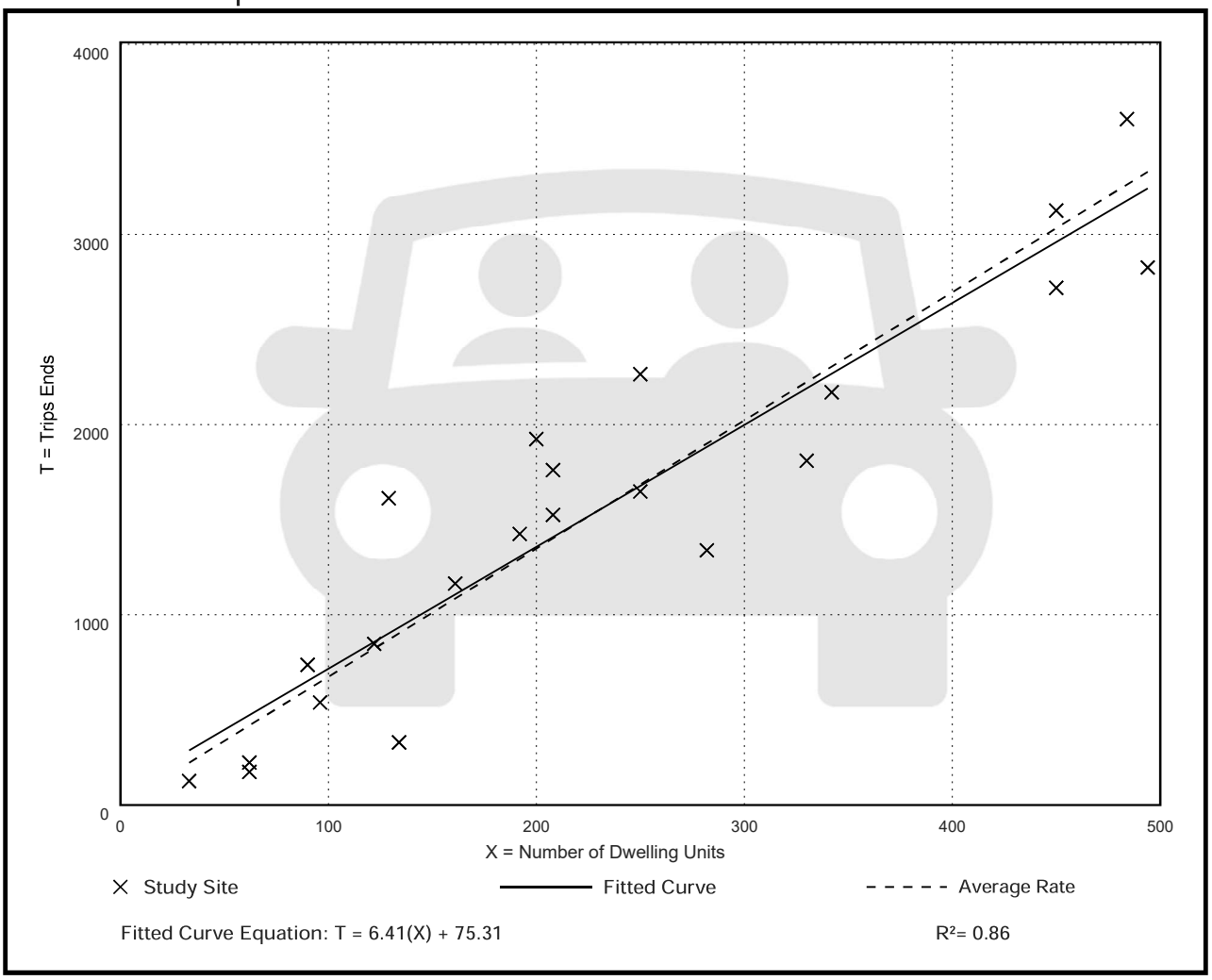
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Fitted Curve Equation: T = 6.41(X) + 75.31

R^2= 0.86

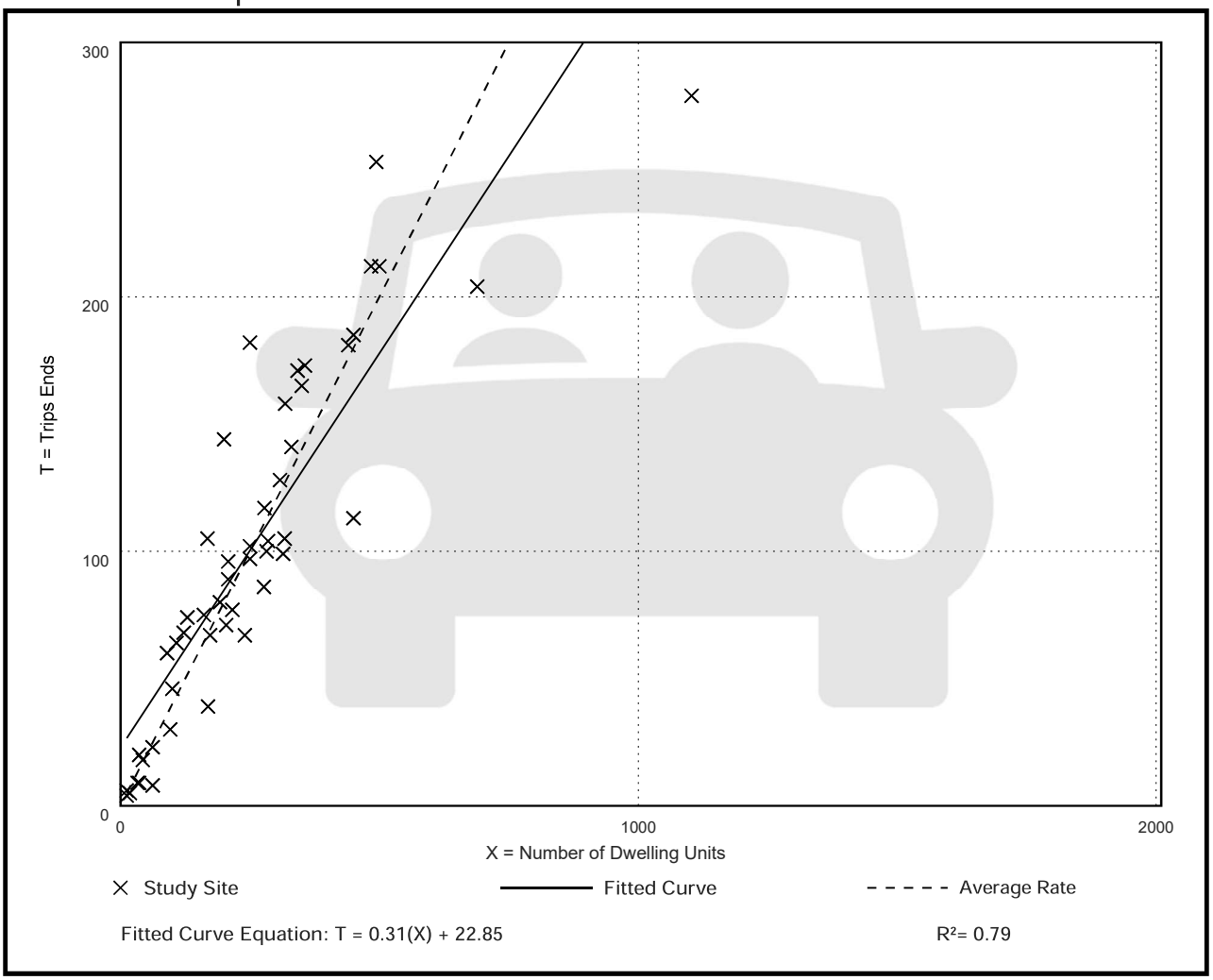
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



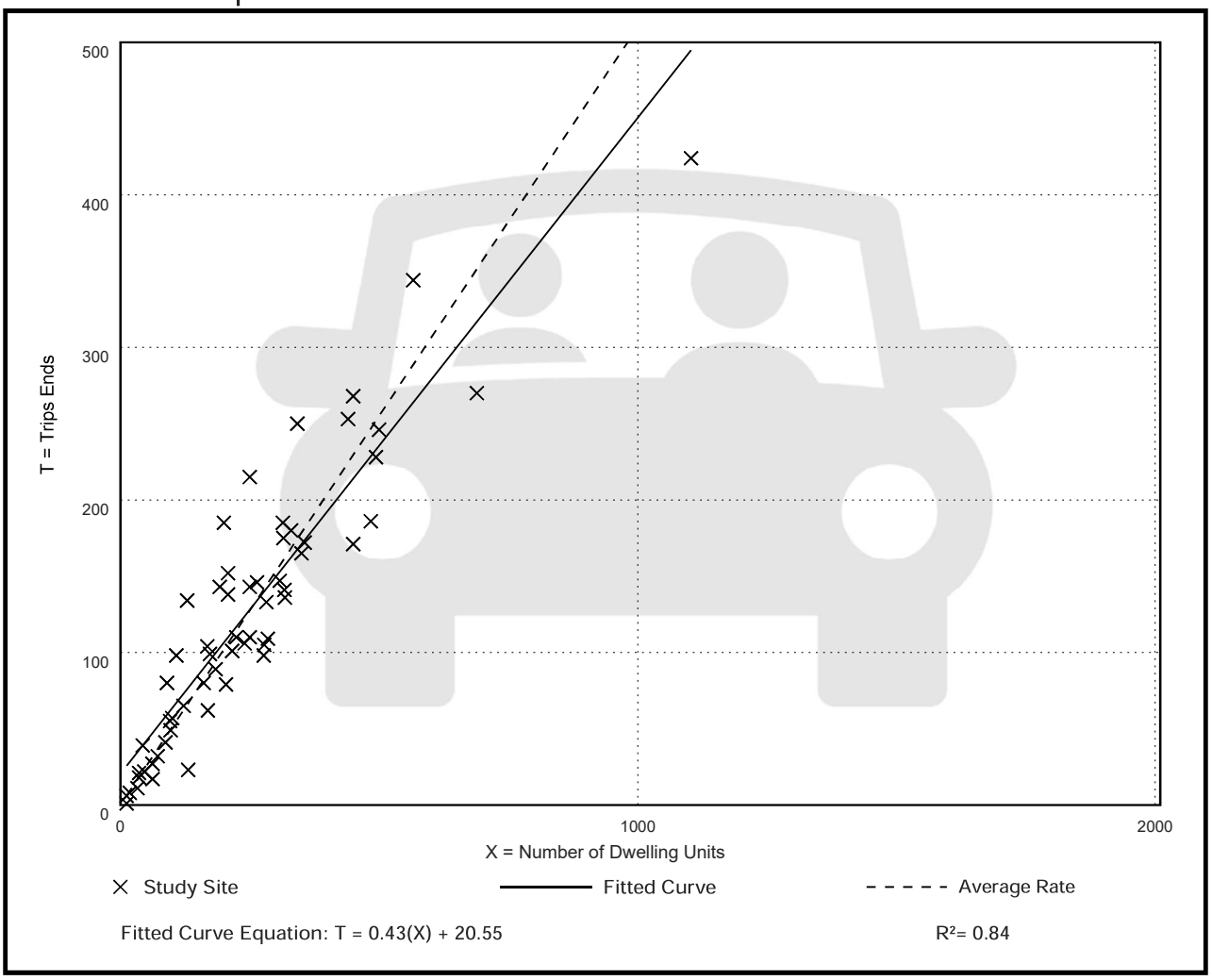
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	820								
Land Use	Shopping Center (> 150k)								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	8 Sites with GLA between 150 and 300k				16 Sites with GLA between 300 and 900k				
Average Pass-By Rate	29% for Sites with GLA between 150 and 300k				19% for Sites with GLA between 300 and 900k				
	Pass-By Characteristics for Individual Sites								
		Survey		Pass-By	Non-Pass-By Trips			Adj Street Peak	
GLA (000)	State or Province	Year	# Interviews	Trip (%)	Primary (%)	Diverted (%)	Total (%)	Hour Volume	Source
213	Florida	1990	312	28	31	41	72	—	33
225	Illinois	1994	264	35	32	33	65	1970	24
227.9	Kentucky	1993	—	34	35	31	66	—	34
235	Kentucky	1993	211	35	29	36	65	2593	2
255	Iowa	1994	222	23	38	39	77	3706	24
256	Connecticut	1994	208	27	51	22	73	3422	24
293	Illinois	1994	282	24	70	6	76	4606	13
294	Pennsylvania	1994	213	24	48	18	76	4055	24
350	Massachusetts	1994	224	18	45	37	82	2112	24
361	Virginia	1994	315	17	54	29	83	2034	24
375	North Carolina	1994	214	29	48	23	71	2053	24
413	Texas	1994	228	28	51	21	72	589	24
418	Maryland	1994	281	20	50	30	80	5610	24
450	California	1994	321	23	49	28	77	2787	24
476	Washington	1994	234	25	53	22	75	3427	24
488	Texas	1994	257	12	75	13	88	1094	13
560	Virginia	1994	437	19	49	32	81	3051	24
581	Colorado	1994	296	18	53	29	82	2939	24
598	Colorado	1994	205	17	55	28	83	3840	24
633	Texas	1994	257	10	64	26	90	—	24
667	Illinois	1994	200	16	53	31	84	2770	24
738	New Jersey	1994	283	13	75	12	87	8059	24
800	California	1994	205	21	51	28	79	7474	24
808	California	1994	240	13	73	14	87	4035	24

Land Use: 822
Strip Retail Plaza (<40k)

Description

A strip retail plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has less than 40,000 square feet of gross leasable area (GLA). Because a strip retail plaza is open-air, the GLA is the same as the gross floor area of the building.

The 40,000 square feet GFA threshold between strip retail plaza and shopping plaza (Land Use 821) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land use 820), shopping plaza (40-150k) (Land Use 821), and factory outlet center (Land Use 823) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Delaware, Florida, New Jersey, Ontario (CAN), South Dakota, Vermont, Washington, and Wisconsin.

Source Numbers

304, 358, 423, 428, 437, 507, 715, 728, 936, 960, 961, 974, 1009

Strip Retail Plaza (<40k)
(822)

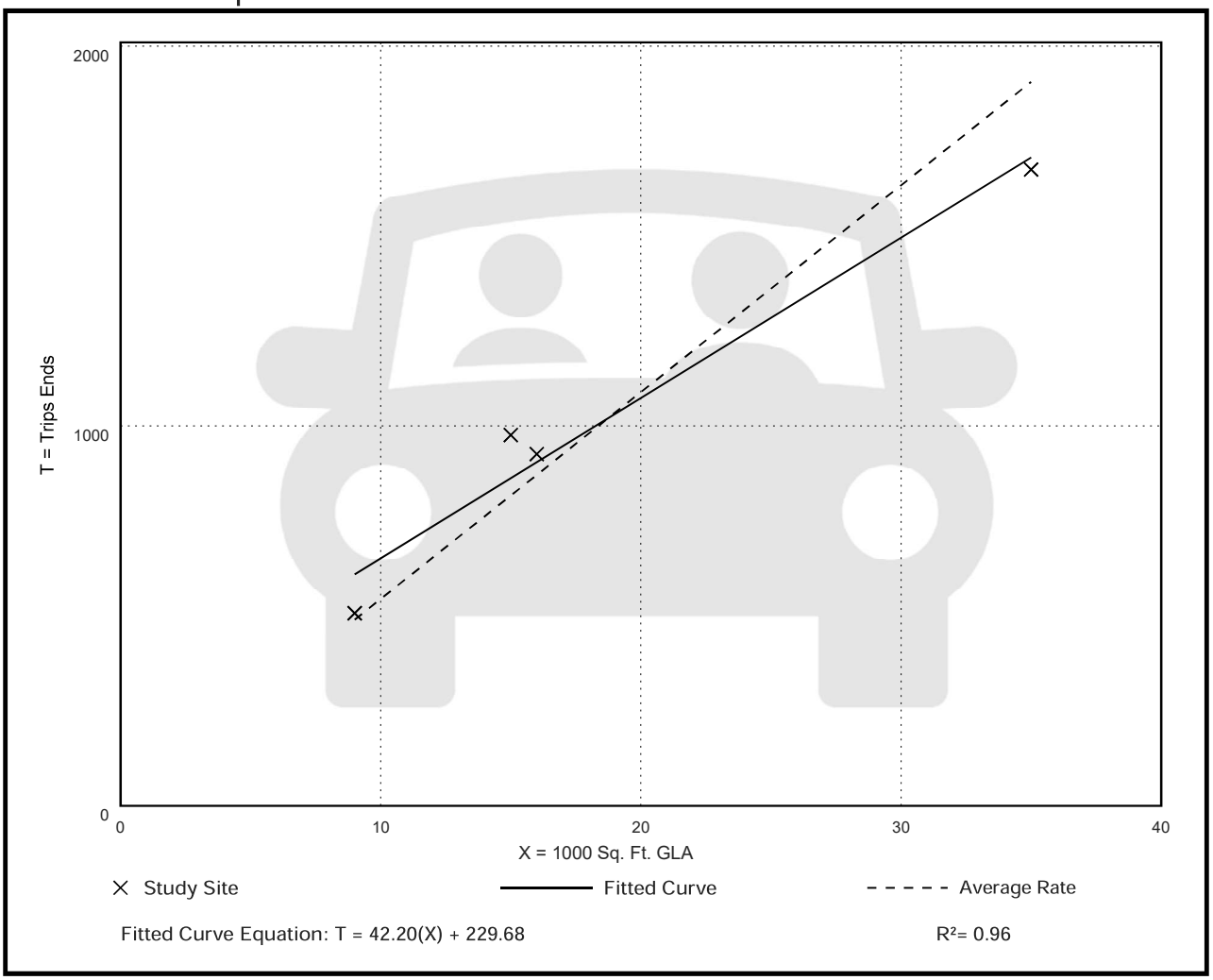
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GLA: 19
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
54.45	47.86 - 65.07	7.81

Data Plot and Equation



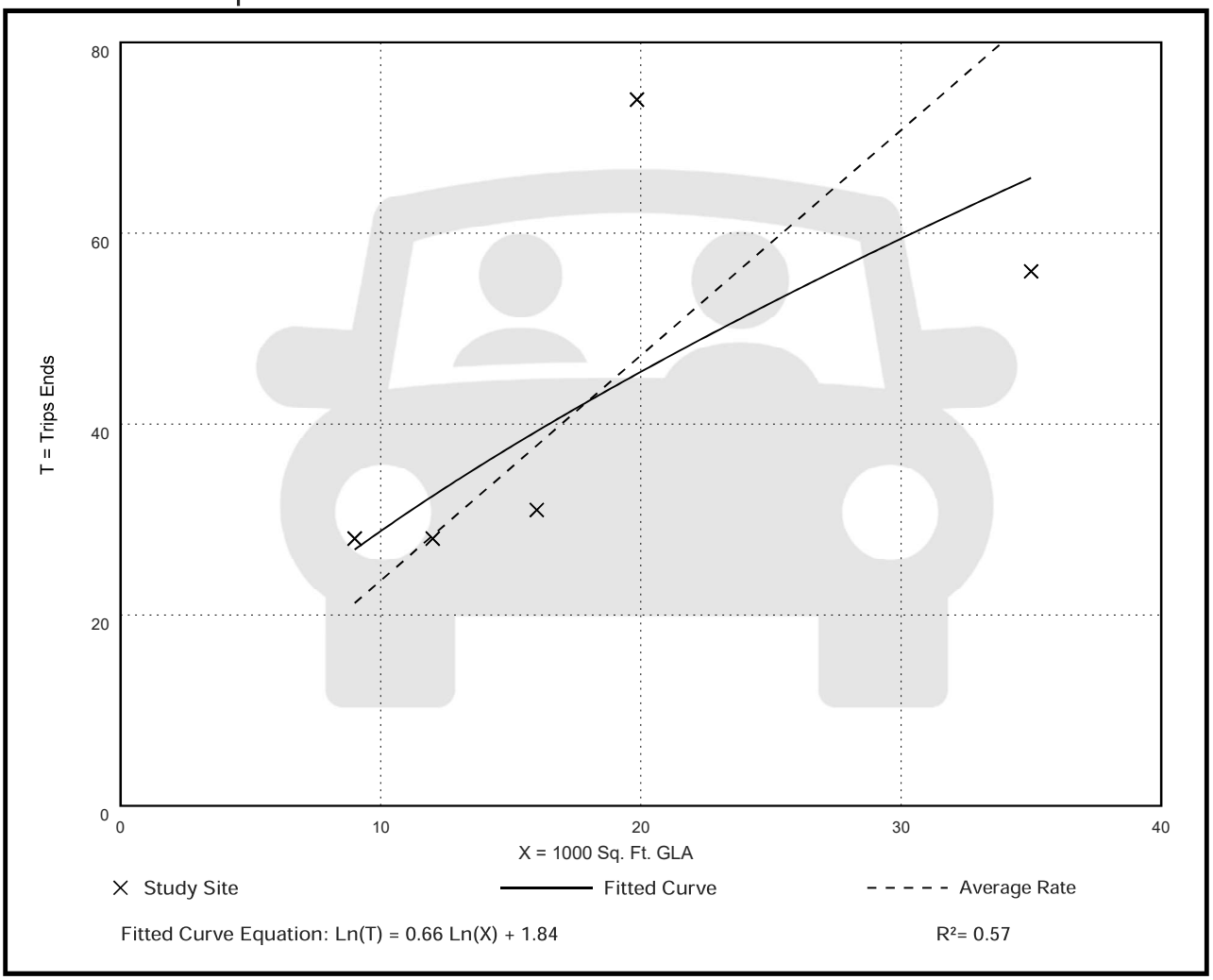
Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. 1000 Sq. Ft. GLA: 18
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
2.36	1.60 - 3.73	0.94

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.66 Ln(X) + 1.84

R^2= 0.57

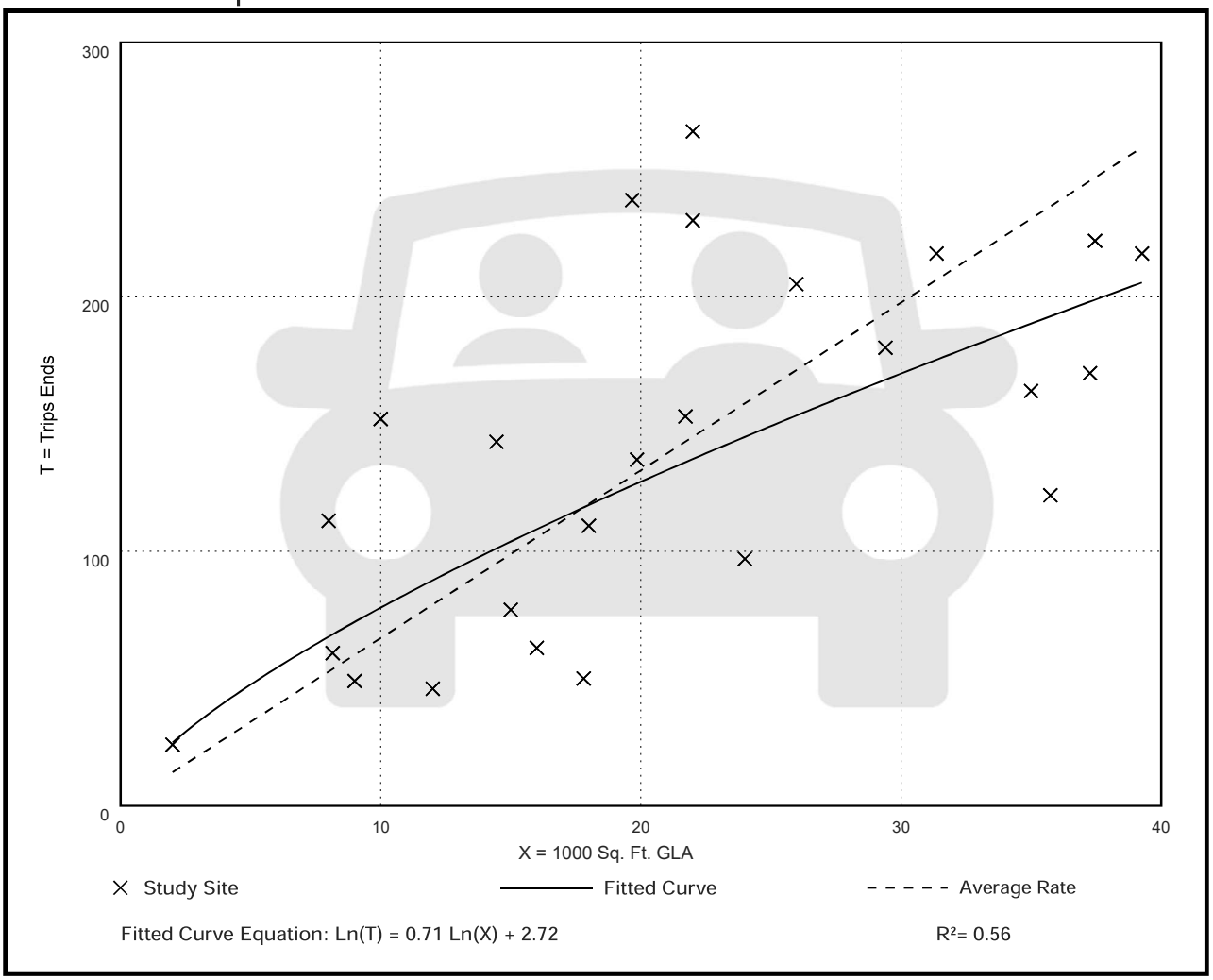
Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 25
Avg. 1000 Sq. Ft. GLA: 21
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
6.59	2.81 - 15.20	2.94

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.71 Ln(X) + 2.72

R^2= 0.56

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	821
Land Use	Shopping Plaza (40 - 150k)
Setting	General Urban/Suburban
Time Period	Weekday PM Peak Period
# Data Sites	15
Average Pass-By Rate	40%

Pass-By Characteristics for Individual Sites

GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
45	Florida	1992	844	56	24	20	44	—	30
50	Florida	1992	555	41	41	18	59	—	30
52	Florida	1995	665	42	33	25	58	—	30
53	Florida	1993	162	59	—	—	41	—	30
57.23	Kentucky	1993	247	31	53	16	69	2659	34
60	Florida	1995	1583	40	38	22	60	—	30
69.4	Kentucky	1993	109	25	42	33	75	1559	34
77	Florida	1992	365	46	—	—	54	—	30
78	Florida	1991	702	55	23	22	45	—	30
82	Florida	1992	336	34	—	—	66	—	30
92.857	Kentucky	1993	133	22	50	28	78	3555	34
100.888	Kentucky	1993	281	28	50	22	72	2111	34
121.54	Kentucky	1993	210	53	30	17	47	2636	34
144	New Jersey	1990	176	32	44	24	68	—	24
146.8	Kentucky	1993	—	36	39	25	64	—	34

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III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity				
	AADT		AM/PM Peak Hour Trips	
Demand Analysis	Maximum		Maximum	
Current Zoning		34,775		1,012/3,097
Proposed Zoning		6,038		348/486
Change in Demand	Trips	-28,737	Trips	-664/-2,611
Impact to Capacity	None			

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		34,775		1,012/3,097
**Proposed Zoning/FLU		6,038		348/486
*Change in Demand	Trips	-28,737	Trips	-664/-2,611
Impact to Capacity	None			

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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
- ☐ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: North of Orange Avenue across Bent Creek Drive close to the Hartman Road intersection.
2. Property Tax ID(s): 2407-131-0004-000-6, 2407-134-0001-000-4, 2407-144-0001-000-5, & 2408-233-0001-000-1
3. Total Acreage: Approx 21.97 Acres
4. Existing Future Land Use Designation: GC, General Commercial (Upon Annexation)
5. Existing Zoning Classification: C-3, General Commercial (Upon Annexation)
6. Proposed Zoning Classification: MXD, Mixed Use
7. Other applications being submitted concurrent with this application, if any: Annexation, Capacity Analysis Rezoning (Preliminary Planned Development)
8. Describe the existing uses, improvements and structures on the amendment lands: Currently Vacant
9. Are there any identified or possible historical structures on the amendment lands? N/A
10. The reason for making this request: See Attached Narrative

11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential/Industrial	IND/MXD (SLC)	IL/RS-4 (SLC)
South	Commercial	CC (FP) COM (SLC)	C-3 (FP) COM/RS-3 (SLC)
East	Residential	RH (SLC)	IL/RS-4 (SLC)
West	Industrial	I/CI (FP) IND (SLC)	I-1 (FP) IL (SLC)

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	GC (Upon Annexation)	PD	15 du/ac & 1.0 FAR	21.97 acres	Zone X & A
Proposed	MXD	PD	15 du/ac & 1.5 FAR	21.97 acres	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 85,683 Gallon Per day (Based on 21.97 Acres) 119,626.65 Gallons Per Day (based on FAR of 1.0)
Current Zoning	Total gallons per day 85,683 Gallon Per day (Based on 21.97 Acres) 119,626.65 Gallons Per Day (based on FAR of 1.0)
Proposed Zoning	Total gallons per day 85,683 Gallon Per day (Based on 21.97 Acres) 179,439.98 Per Day (based on FAR of 1.5)
Change in Demand	**Total gallons per day** + 59,813.33 Gallons Per Day

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 85,683 Gallon Per day (Based on 21.97 Acres) 95,701.32 Gallons Per Day (based on FAR of 1.0)
Current Zoning	Total gallons per day 85,683 Gallon Per Day (Based on 21.97 Acres) 95,701.32 Gallons Per Day (based on FAR of 1.0)
Proposed Zoning	Total gallons per day 85,683 Gallon Per Day (Based on 21.97 Acres) 143,551.98 Gallons Per Day (based on 1.5 FAR)
Change in Demand	**Total gallons per day** + 47,850.66 Gallons Per Day

C. Parks and Recreation (Residential Classifications Only): 45,082.40 (15 du x 21.97 Acres + 44,227)
(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	2,254.12	2,254.12	0
Urban District	5 acres per 1,000 people	9,016.48	9,016.48	0
Community	2.5 acres per 1,000 people	18,032.96	18,032.96	0
Neighborhood	1.36 acres per 1,000 people	33,148.82	33,148.82	0

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	Westwood High School
City	Fort Pierce	Fort Pierce
Distance	1.80 Miles	0.80 Miles
Current Zoning Enrollment Demand	47 Students	20 Students
Proposed Zoning Enrollment Demand	47 Students	20 Students
Change in Demand	0	0

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	44 Yard Served (329 Units)
Proposed Zoning	44 Yard Served (329 Units)
Change in Demand	0

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	See attached Stormwater/Drainage Statement

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	28,689	651/2,636
Proposed Zoning	26,710	639/2,439
Change in Demand	Trips -1,979	Trips -12/-197
Impact to Capacity	None	

12. Name of Owner(s): Various - See Attached Warranty Deeds and Owner Authorization Letters
Mailing Address: 100 S. 2nd Street
City Fort Pierce State Florida Zip 34950
Phone # 772-742-1555
E-mail: todm@redtaildg.com

13. Name of Applicant: Suchman Real Estate Group
Mailing Address: 1550 Madruga Avenue #230
City Coral Gables State Florida Zip 33146
Phone # _____ Fax # _____
E-mail: larry@suchmangroup.com

14. Name of Representative: Tod Mowery - Redtail Design Group
Mailing Address: 100 S. 2nd Street
City Fort Pierce State Florida Zip 34950
Phone # 772-742-1555 Fax # _____
E-mail: todm@redtaildg.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.

Tod Mowery

Applicant's Signature

Date 6-17-22

100 S. 2nd Street

Address

State Florida 34950 Zip

772-742-1555 Todm@redtaildg.com

Phone Fax 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.

See Agent Authorization Letters

Property Owner's Name (Please Print) Phone

Fort Pierce 34950

Address State Zip

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ who is personally known to me or has produced _____as identification.

_____

Signature of Notary (seal)

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

June 6, 2022 *Sent via e-mail: Larry@suchmangroup.com*

SUCHMAN Real Estate Co.
Lawrence E. Suchman
14411 S. Dixie Hwy Suite 214
Palmetto Bay, FL 33176

Re: Millcreek (Ft. Pierce) - Future Land Use Map Amendment – Traffic Statement
Parcel IDs 2407-131-0004-000-6/-134-0001-000-4/-144-0001-000-5, & 2408-233-0001-000-1

JFO Group Inc. has been retained to evaluate a traffic impact analysis to determine compliance with the Future Land Use (FLU) Map Amendment application associated with ±21.97 acres being annexed into the City of Fort Pierce. The site is located at the northwest corner of Hartman Road and Orange Avenue in unincorporated St. Lucie County, Florida. Figure 1 shows the project location in relation to the transportation network. Parcel IDs associated with this project are 2407-131-0004-000-6/-134-0001-000-4/-144-0001-000-5, & 2408-233-0001-000-1.

The Existing Future Land Use Designation of the site is Commercial (COM) with a Commercial General (GC) Zoning designation in unincorporated St Lucie County. The Future Land Use Designation upon annexation is expected to be General Commercial (GC) where a Mixed Use Development (MXD) FLU is being proposed. Figure 2 includes a map showing the current FLU for the subject site while Figure 3 does the same for the existing Zoning designation.

According to the Future Land Use Element of the City's Comprehensive Plan: The General Commercial (GC) designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

Figure 1 : Project Location

Similarly, the Comprehensive Plan indicates that the Mixed Use Development (MXD) designation is intended to promote intensification, redevelopment, and revitalization of the areas targeted for live/work environments. This area is characterized by development that promotes the creation of well-planned centers designed to integrate a variety of complementary uses. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.5. All MXD designated areas shall contain a minimum of two of the following general land uses: Residential (single-family and/or multifamily); Commercial—General and/or Neighborhood; Commercial—Town Center; Hotel (minimum 100 units); Office Uses—Professional and/or medical; Industrial; Institutional. Residential uses shall comprise a minimum of 40% of the total floor area of the Mixed Use Development future land use designation.

6671 W Indiantown Rd • Suite 50-324 • Jupiter, Florida 33458
T: (561) 462-5364 • F: (561) 465-8044 • info@jfo.us

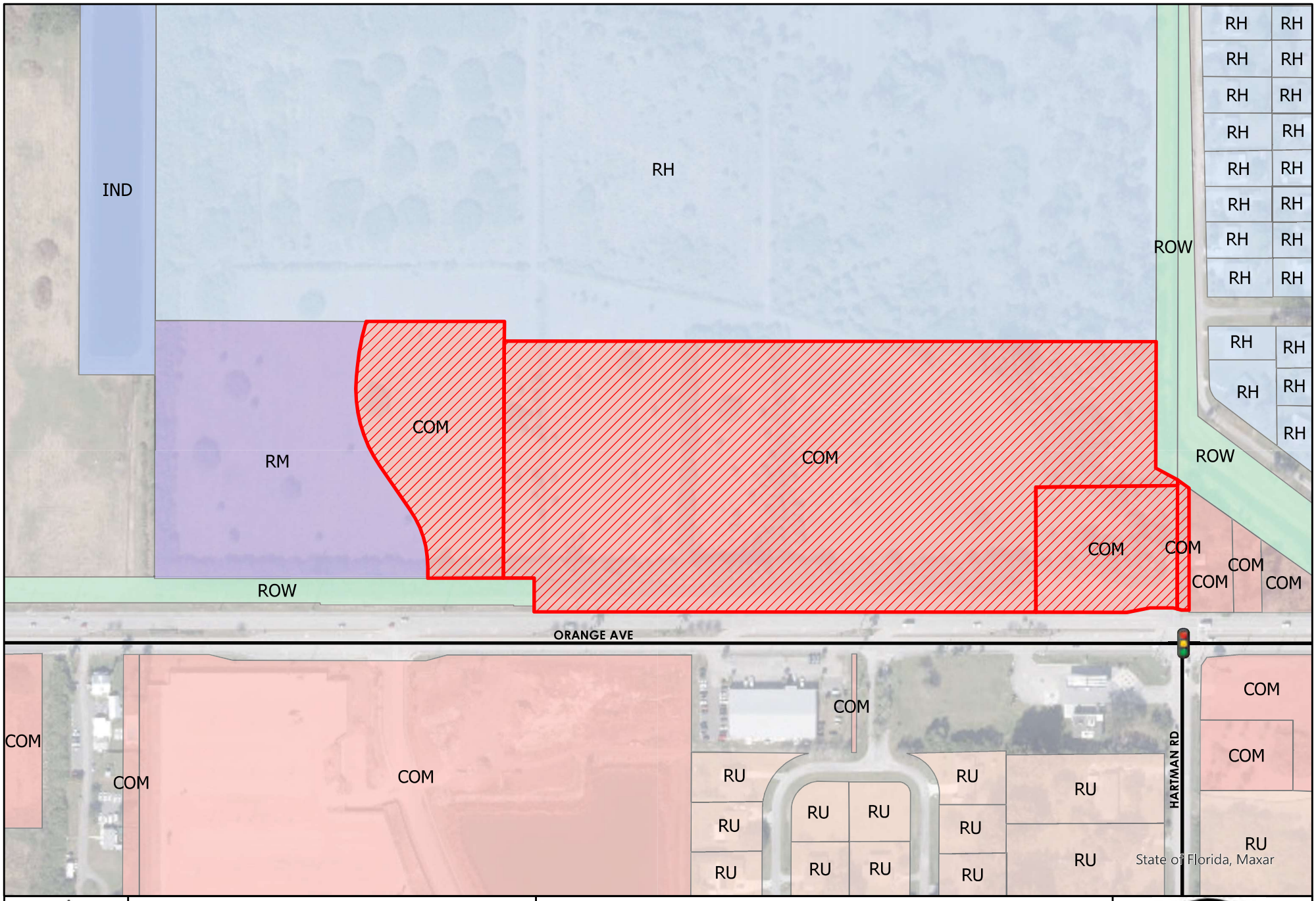


Figure 2:
CURRENT FUTURE LAND USE
MILLCREEK

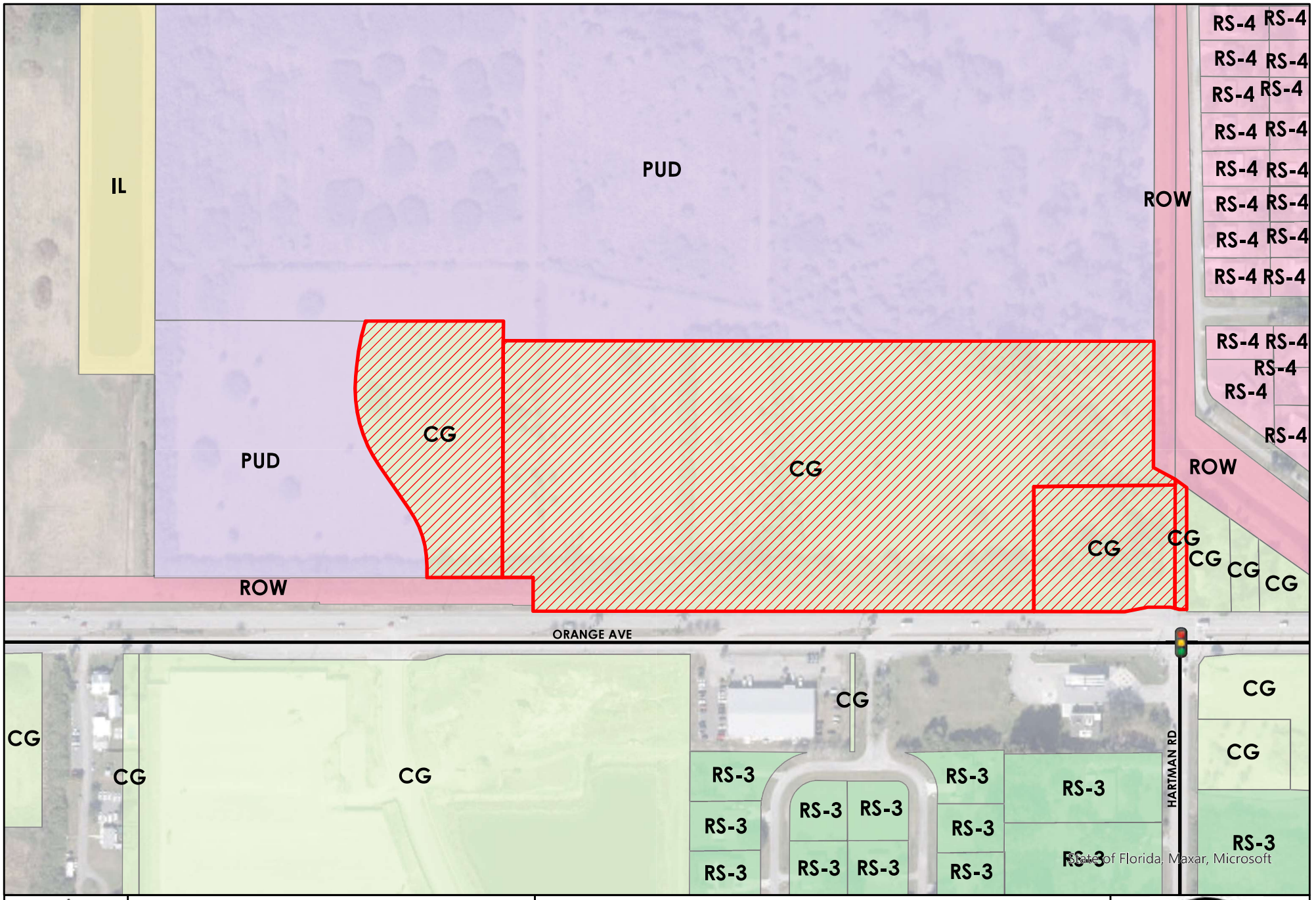


Figure 3:
CURRENT ZONING
MILLCREEK

Project trip generation rates used for this analysis were based on the *Institute of Transportation Engineering (ITE) Trip Generation Manual 11th Edition*. Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions while Table 2 summarizes the net Daily, AM, and PM peak trips potentially generated by the current and proposed Zoning. Exhibit 1 includes a copy of the ITE trip generation rates.

Table 1: Trip Generation Rates

Land Use	ITE Code	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Shopping Center (>150k)	820	37.01	62%	38%	0.84	48%	52%	3.40
Multifamily Housing (Low-Rise)	220	6.74	24%	76%	0.40	63%	37%	0.51

Table 2: Trip Generation

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
COM FLU & CG Zoning [County Existing] → GC FLU & PD Zoning [Upon Annexation]								
Retail	957,013[1] SF	35,419	498	306	804	1,562	1,692	3,254
Pass-By	19%	6,730	95	58	153	297	321	618
Net Current Zoning		***28,689***	***403***	***248***	***651***	***1,265***	***1,371***	***2,636***
MXD FLU and PD Zoning [Proposed]								
Retail	861,312[2] SF	31,877	449	275	724	1,405	1,523	2,928
Residential	132[3] DUs	890	13	40	53	42	25	67
	Σ	32,767	462	315	777	1,447	1,548	2,995
Pass-By	19%	6,057	85	53	138	267	289	556
Net Proposed Zoning		***26,710***	***377***	***262***	***639***	***1,180***	***1,259***	***2,439***
Net Traffic		***(1,979)***	***(26)***	***14***	***(12)***	***(85)***	***(112)***	***(197)***

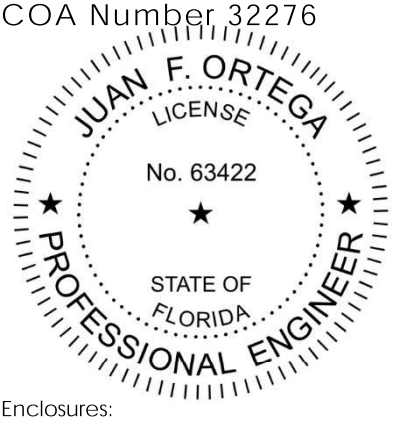
The proposed Annexation and Future Land Use Map amendment for the Millcreek property have been evaluated following the *City of Fort Pierce Future Land Use Map Amendment Application*. This analysis shows that the proposed Future Land Use for the Millcreek property will not be expected to generate additional traffic. Therefore, the proposed Millcreek property application will be in compliance with the *City of Fort Pierce Comprehensive Plan.*

[1] 21.97 Acres X 43,560 SF X 1.0 FAR
[2] 60% X 21.97 Acres X 43,560 SF X 1.5 FAR
[3] 40% X 21.97 Acres X 15 DU/Acre

6671 W Indiantown Rd • Suite 50-324 • Jupiter, Florida 33458
T: (561) GO2-JFOG • www.jfogroupinc.com • info@jfo.us

Sincerely,

JFO GROUP INC
COA Number 32276



Enclosures:
Exhibit 1: ITE Trip Generation Rates
Exhibit 2: FLUM Amendment Excerpt

This item has been electronically signed and sealed by Dr. Juan F. Ortega, PE on June 6, 2022 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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Land Use: 820
Shopping Center (>150k)

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has at least 150,000 square feet of gross leasable area (GLA). It often has more than one anchor store. Various names can be assigned to a shopping center within this size range, depending on its specific size and tenants, such as community center, regional center, superregional center, fashion center, and power center.

A shopping center of this size typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants.

A shopping center of this size can be enclosed or open-air. The vehicle trips generated at a shopping center are based upon the total GLA of the center. In the case of a smaller center without an enclosed mall or peripheral buildings, the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between community/regional shopping center and shopping plaza (Land Use 821) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

Shopping plaza (40-150k) (Land Use 821), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

Additional Data

Many shopping centers—in addition to the integrated unit of shops in one building or enclosed around a mall—include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied include peripheral buildings, it can be assumed that some of the data show their effect.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky,

Shopping Center (>150k)
(820)

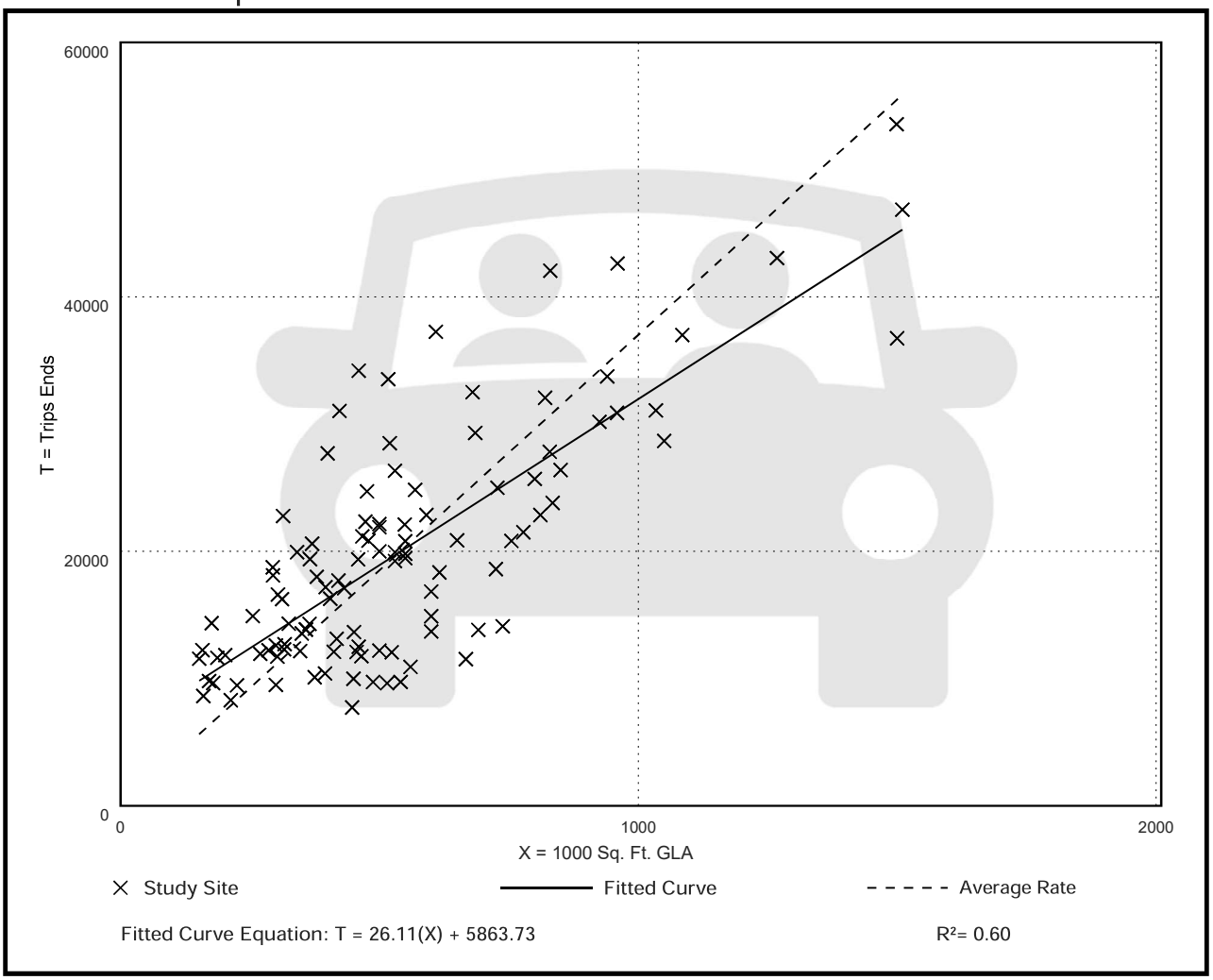
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 108
Avg. 1000 Sq. Ft. GLA: 538
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.01	17.27 - 81.53	12.79

Data Plot and Equation



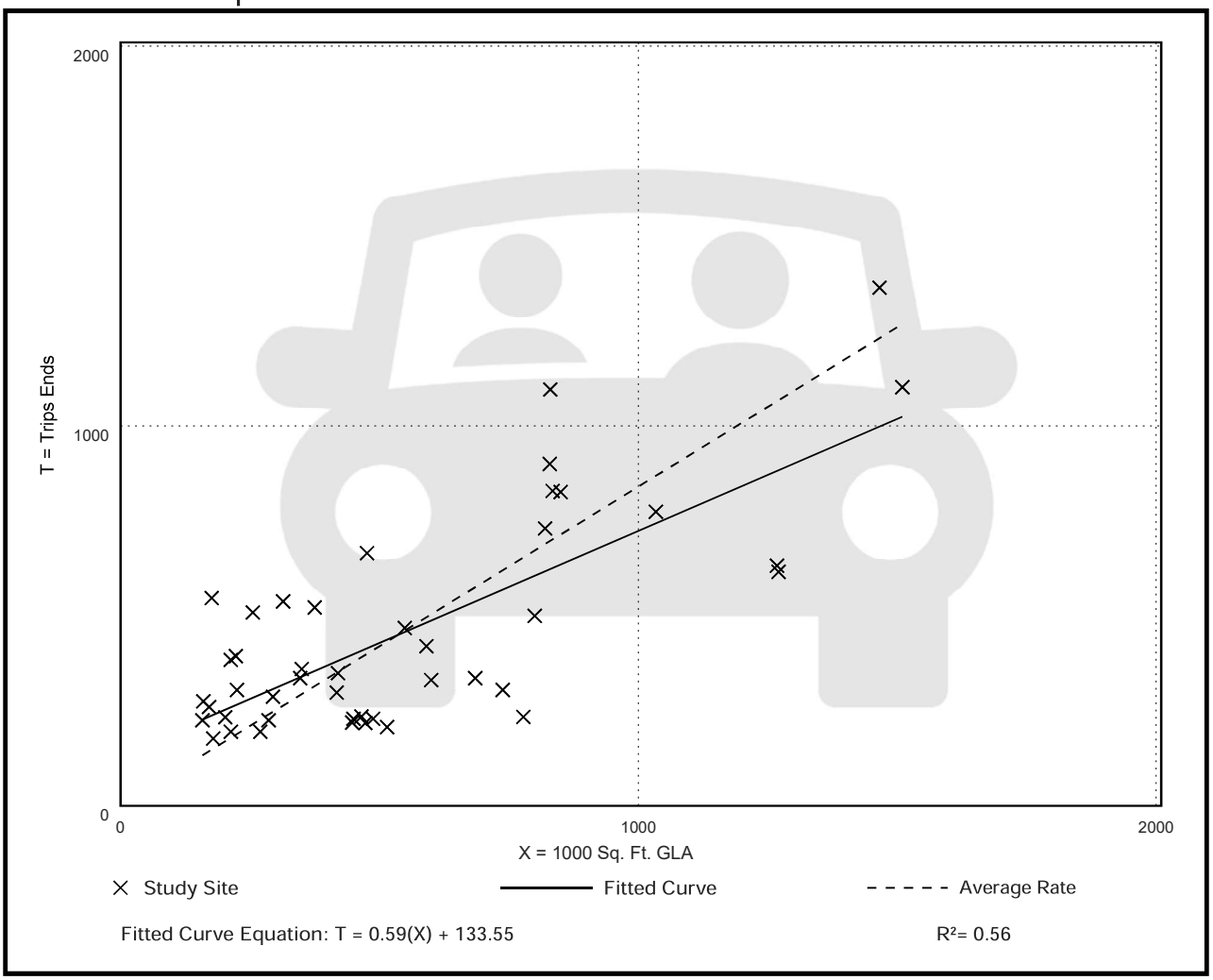
Shopping Center (>150k)
(820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 44
Avg. 1000 Sq. Ft. GLA: 546
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.84	0.30 - 3.11	0.42

Data Plot and Equation



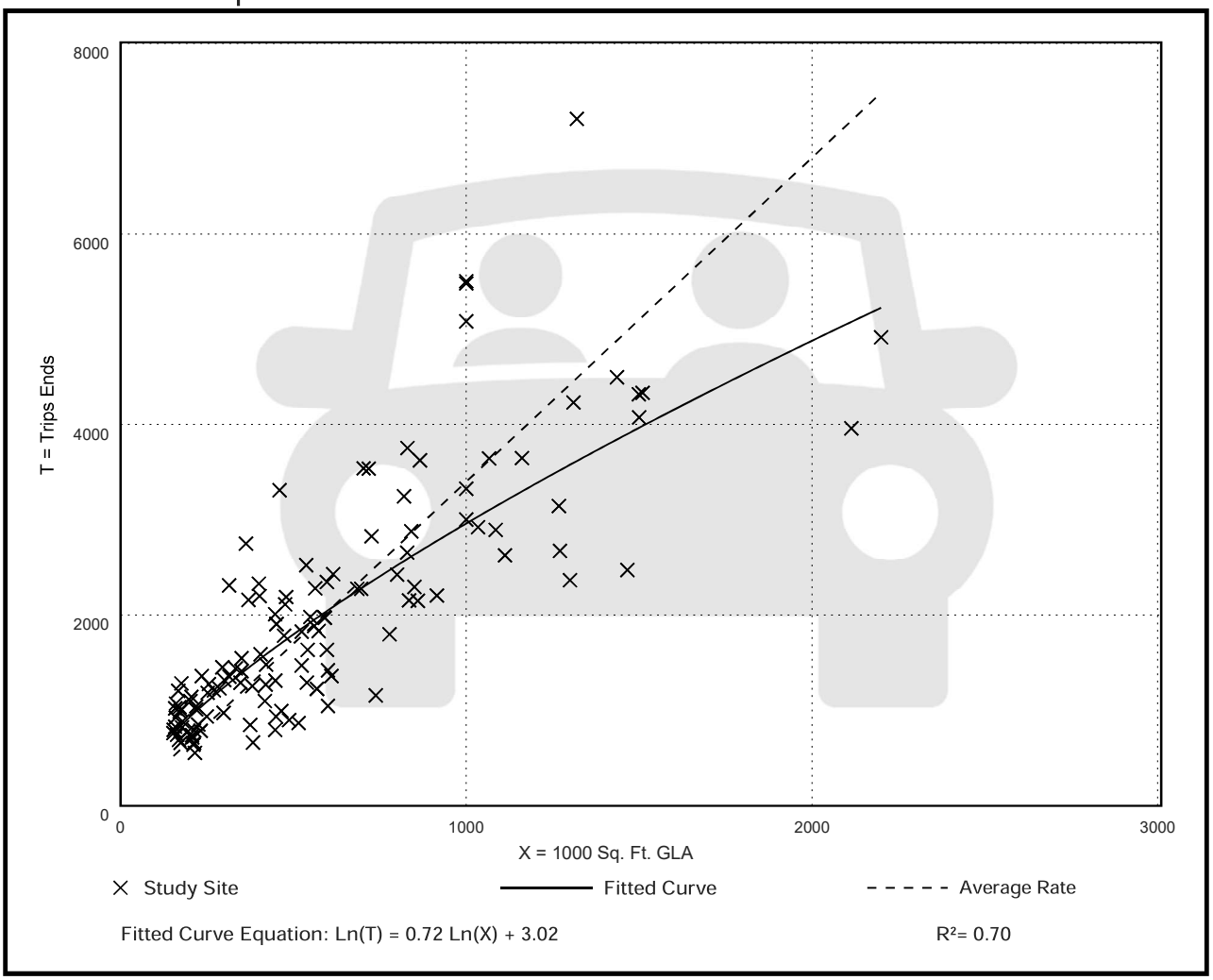
Shopping Center (>150k)
(820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 126
Avg. 1000 Sq. Ft. GLA: 581
Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.40	1.57 - 7.58	1.26

Data Plot and Equation



Land Use: 220
Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.

- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.

- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

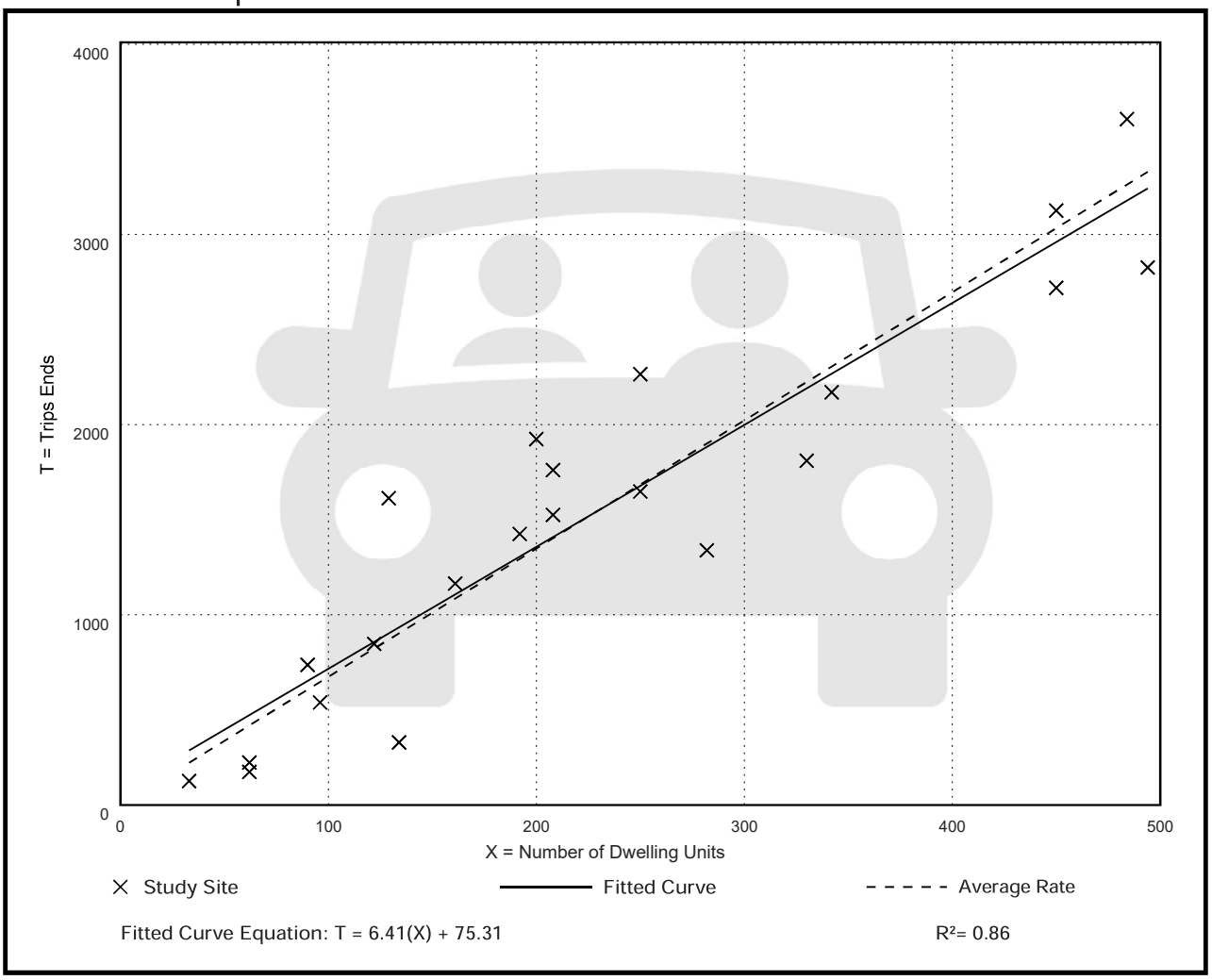
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Fitted Curve Equation: T = 6.41(X) + 75.31

R^2= 0.86

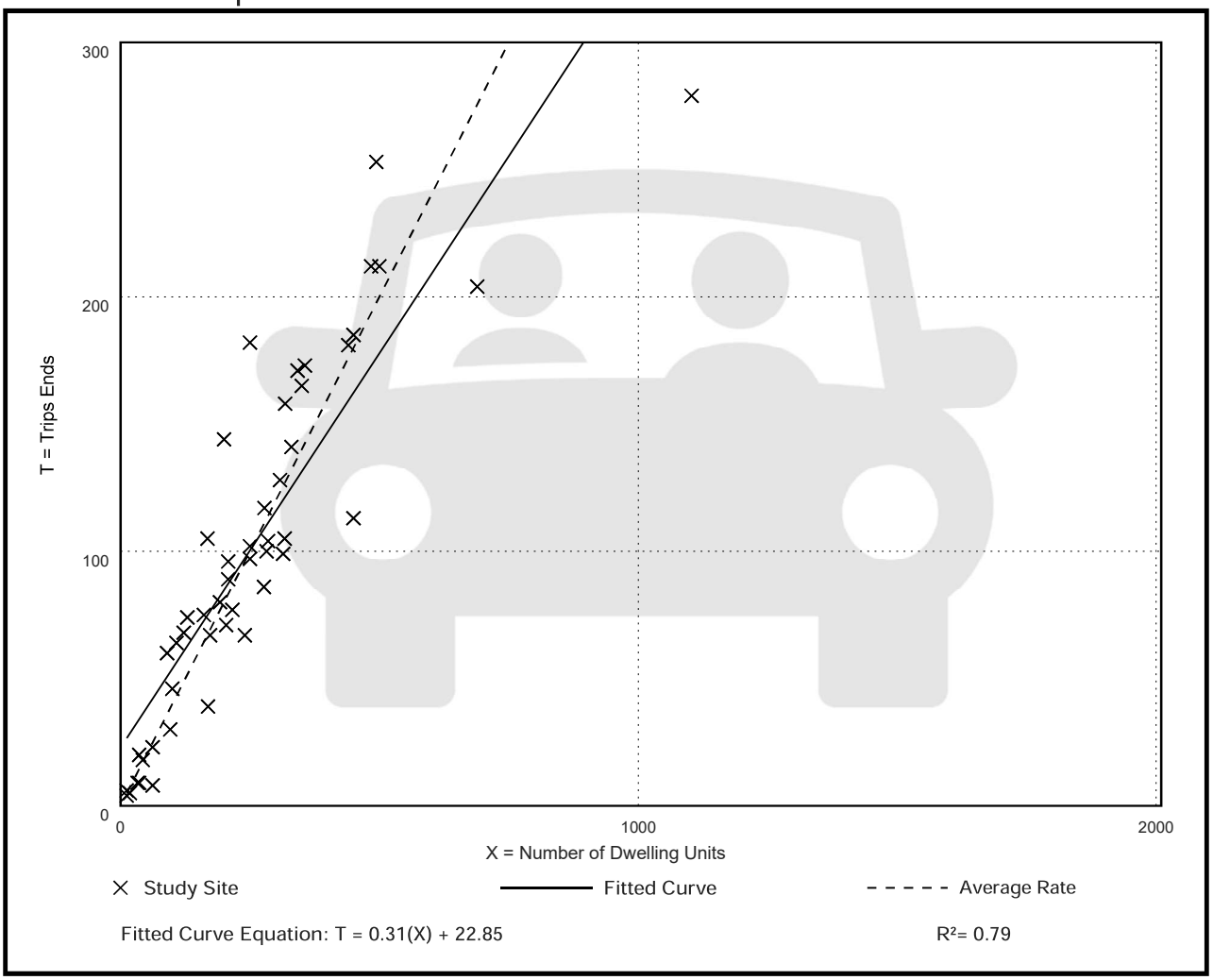
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



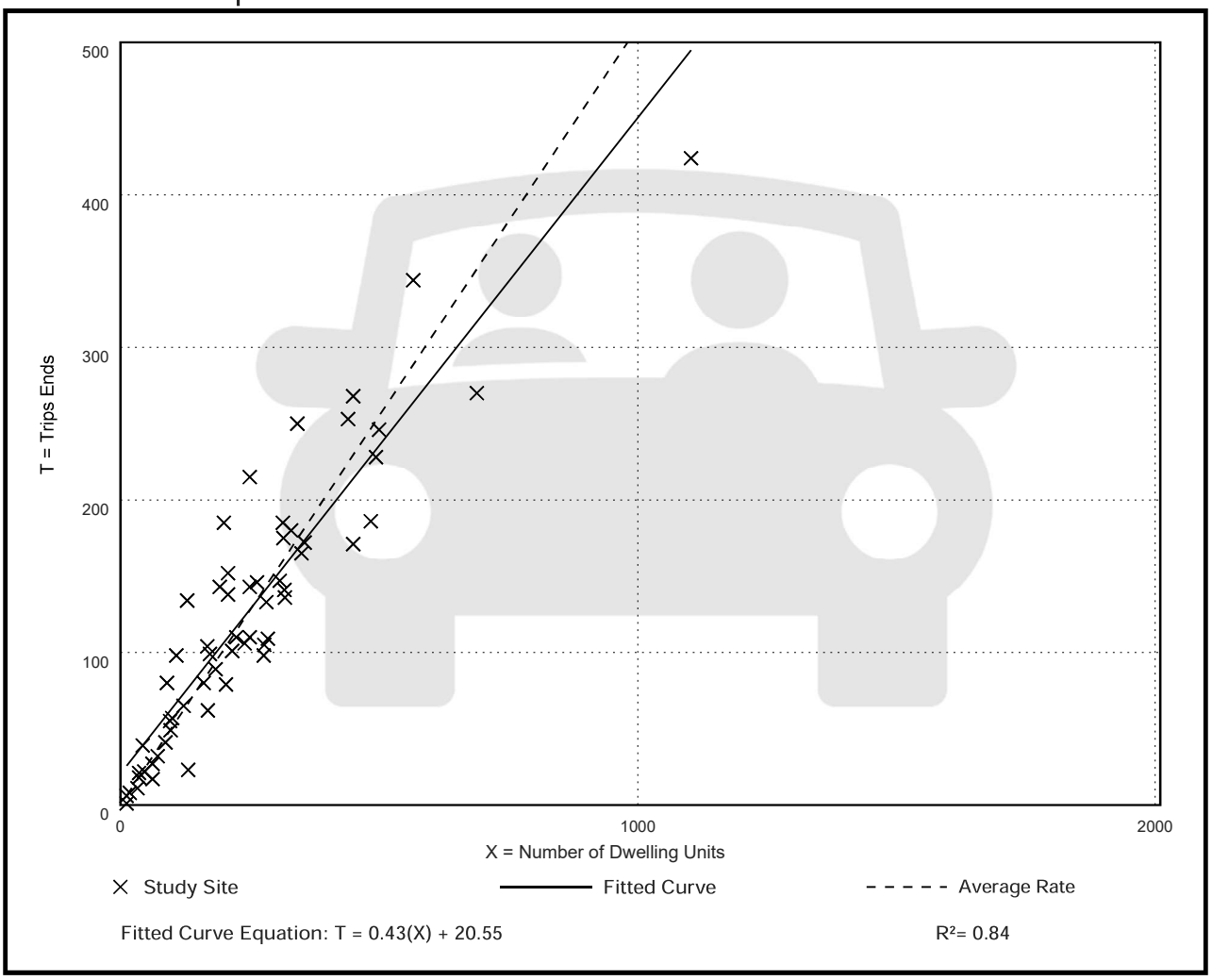
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	820								
Land Use	Shopping Center (> 150k)								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	8 Sites with GLA between 150 and 300k				16 Sites with GLA between 300 and 900k				
Average Pass-By Rate	29% for Sites with GLA between 150 and 300k				19% for Sites with GLA between 300 and 900k				
	Pass-By Characteristics for Individual Sites								
		Survey		Pass-By	Non-Pass-By Trips			Adj Street Peak	
GLA (000)	State or Province	Year	# Interviews	Trip (%)	Primary (%)	Diverted (%)	Total (%)	Hour Volume	Source
213	Florida	1990	312	28	31	41	72	—	33
225	Illinois	1994	264	35	32	33	65	1970	24
227.9	Kentucky	1993	—	34	35	31	66	—	34
235	Kentucky	1993	211	35	29	36	65	2593	2
255	Iowa	1994	222	23	38	39	77	3706	24
256	Connecticut	1994	208	27	51	22	73	3422	24
293	Illinois	1994	282	24	70	6	76	4606	13
294	Pennsylvania	1994	213	24	48	18	76	4055	24
350	Massachusetts	1994	224	18	45	37	82	2112	24
361	Virginia	1994	315	17	54	29	83	2034	24
375	North Carolina	1994	214	29	48	23	71	2053	24
413	Texas	1994	228	28	51	21	72	589	24
418	Maryland	1994	281	20	50	30	80	5610	24
450	California	1994	321	23	49	28	77	2787	24
476	Washington	1994	234	25	53	22	75	3427	24
488	Texas	1994	257	12	75	13	88	1094	13
560	Virginia	1994	437	19	49	32	81	3051	24
581	Colorado	1994	296	18	53	29	82	2939	24
598	Colorado	1994	205	17	55	28	83	3840	24
633	Texas	1994	257	10	64	26	90	—	24
667	Illinois	1994	200	16	53	31	84	2770	24
738	New Jersey	1994	283	13	75	12	87	8059	24
800	California	1994	205	21	51	28	79	7474	24
808	California	1994	240	13	73	14	87	4035	24

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity				
	AADT		AM/PM Peak Hour Trips	
Demand Analysis	Maximum		Maximum	
Current Zoning	**28,689**		**651/2,636**	
Proposed Zoning	**26,710**		**639/2,439**	
Change in Demand	Trips	**-1,979**	Trips	**-12/-197**
Impact to Capacity	**None**			

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Mlllcreek Development Requirements (1)											
Lot Type	Maximum Gross Density Du/AC	Min Lot Size	Min Lot Width	Min Lot Depth	Min Road Frontage	Minimum Yard				Max Building Height (2)	Maximum Lot Coverage
						Front	Rear	Side	Side Corner		
General Commercial	N/A	5,000 sf	50'	100'	50'	0'	0'	0'	0'	65'	60.00%
Attached Townhome	N/A (3)	1,600 sf	20'	80'	20'	20'	10'/2' (4)	0'/5' (5)	5'	45'	50.00%
Detached Townhome	N/A (3)	1,600 sf	20'	80'	20'	20'	10'/2' (4)	5'	5'	45'	50.00%
Detached Single-Family	N/A (3)	4,000 sf	40'	80’	40'	20'	10'/2'(4)	5'	5'	45'	50.00%
Apartment (6)	N/A (3)	10,000 sf	100'	100'	100'	10’ (6)	10’ (6)	10’ (6)	10’ (6)	65'	50.00%
Cluster (7)	N/A (3)	10,000 sf	100’	100’	100’	10’	10’	0’/5’(8)	10’	25’	50.00%

1. For any criteria that this table does not address the requirements of this Planned Development will default to the requirements of the respective underlying zoning district for each category, this includes uses listed within the use table continued in City Code 125-187. The General Commercial lot types will follow the criteria of City Code 125-200 in any instance where a development criteria is not addressed above and will follow the C-3 zoning uses within City Code 125-187. The Townhome and Apartment Lots will follow the criteria of City Code 125-194 in any instance where a development criteria is not addressed above and will follow the R-4 zoning uses within City Code 125-187.

2. Height is measured from grade.

3. Maximum Residential Density shall be determined by the Future Land Use in accordance with the City Comprehensive Plan. Development may be clustered, so that individual parcels may exceed the maximum units/acre within a given area, provided that the Planned Development Area in total does not exceed the allotted units/acre for the overall development. This Planned Development will contain areas with a Future Land Use of 12 units/acre and some areas with 15 units/acre.

4. Principle/main structures have a 10' rear yard setback and accessory structures have a 2' rear yard setback.

5. Attached interior townhome units have a 0' side yard setback. Attached exterior townhome units and accessory structures have a 5' side yard setback.

6. *Apartment developments are unique in that they are usually developed with multiple buildings in mind and the development criteria for the apartment lots are designed to allow the greatest possible creativity when developing a site plan for apartments within this development. The setbacks are set to 10' minimum with 5’ additional per 10’ over 40’ building height. Likewise, the proposed setbacks also allow the development to be pushed back from the road to create a more traditional style of development.*

7. (a) Minimum unit size is 700 sq.ft. (b) Minimum building separation distance is 20’. (c) Maximum units per lot is 5. (d) Minimum one sidewalk should connect to lot. (e) All units must connect to main sidewalk that connects to parking or individually connect.

8. Duplex units allowed on individual lots or attached along lot lines.

*The regulation for fences, walls, and hedges will follow City Code 125-322 (c)(4)

*Unless otherwise noted above accessory structures will follow setback regulations for each lot type

08/30/22

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

Meredith Ivey
ACTING SECRETARY

March 17, 2023

The Honorable Linda Hudson
Mayor, City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, Florida 34950

Dear Mayor Hudson:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Fort Pierce (Amendment No. 23-01) received on February 15, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Yazmin Valdez, Planning Analyst, by telephone at (850) 717-8524 or by email at Yazmin.Valdez@DEO.MyFlorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/yv

Enclosure(s): Procedures for Adoption

cc: Kev Freeman, Planning Director, City of Fort Pierce
Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal **"Comprehensive Plan and Amendment Upload"** ***(https://fldeo.my.salesforce-sites.com/cp/)*** **Q!** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF} to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

___ State Land Planning Agency identification number for adopted amendment package;

Summary description of the adoption package, including any amendments proposed but not adopted;

___ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

Ordinance number and adoption date;

___ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

-- Name, title, address, telephone, FAX number and e-mail address of local government contact·,

___ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

___ In the case oftext amendments, changes should be shown in strike-through/underline format.

____ In the case offuture land use map amendments, an adopted future land use map, in **color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

___ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

___ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

___ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

___ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Kevin Freeman

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Thursday, March 16, 2023 4:26 PM
To: Kevin Freeman; DCPexternalagencycomments
Cc: Plan_Review
Subject: Fort Pierce 23-01ESR Proposed

City of Fort Pierce

Warning: Sender Plan.Review@dep.state.fl.us is not yet trusted by your organization.
Please be careful before replying or clicking on the URLs.
Unsafe: Report Phishing Safe: Remove Banner
powered by Graphus®

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. .

To: Kev Freeman, Planning Director

Re: Fort Pierce 23-01ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

Kevin Freeman

From: Hymowitz, Larry <Larry.Hymowitz@dot.state.fl.us>

Sent: Friday, March 17, 2023 8:32 AM
To: DCPexternalagencycomments; Kevin Freeman
Cc: Fasiska, Christine; Krane, John; Bush, Lois; Stroh, Justin; buchwaldp@stlucieco.org; MPA Kori Benton; haysd@stlucieco.org; Stephanie Heidt; Naselius, Ben; Shanmugam, Raj
Subject: City of Fort Pierce 23-1ESR - FDOT District Four Review Comments

You don't often get email from larry.hymowitz@dot.state.fl.us. Learn why this is important

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. .

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the proposed City of Fort Pierce 23-01 comprehensive plan amendment relating to the 81-acre Millcreek future land use amendment. This amendment includes changing future land uses from St. Lucie County designations of RH (Residential High), RM (Residential Medium), and CG (General Commercial), to City designations of RM (Medium Density Residential) on approximately 59 acres and MXD (Mixed-Use Development) on approximately 22 acres.

FDOT is providing the following technical assistance comments and recommendations consistent with Section 163.3168(3), Florida Statutes. These technical assistance comments will not form the basis of a challenge. These comments are intended to strengthen the City's comprehensive plan to foster a vibrant, healthy community and are designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.

FDOT appreciates the early and continuing consultation and coordination proffered by the City.

Technical Assistance Comment #1

The City's amendment package for the annexed area does not contain companion amendments to the Transportation and Capital Improvements Elements for the Comprehensive Plan to be internally consistent and reflect the Jenkins Road Area Plan and other relevant long-term transportation facilities and services (funded and unfunded) needed to accommodate the demands generated by the recommended future land uses at the City adopted level of service standards.

The Jenkins Road Area Plan created by St. Lucie County can provide the City a highly connected network of streets to support growth without overburdening important state and regional roadways.

Recommendations for Comment #1

The Department recommends the City amend the Transportation and Capital Improvements Elements prior to adoption of the amendment to incorporate the Jenkins Road Area Plan network and other relevant long-term transportation facilities and services (funded and unfunded).

This recommendation aligns with City of Fort Pierce Comprehensive Plan, Transportation Element, Objective 2.6, which states, "*The City shall coordinate its transportation system with the plans and programs of St. Lucie County, St. Lucie County TPO and FDOT to maintain and enhance regional mobility.*"

Furthermore, the Department recommends the City work with the property owner and developer to ensure compatibility of the proposed development with the Jenkins Road Area Network Plan.

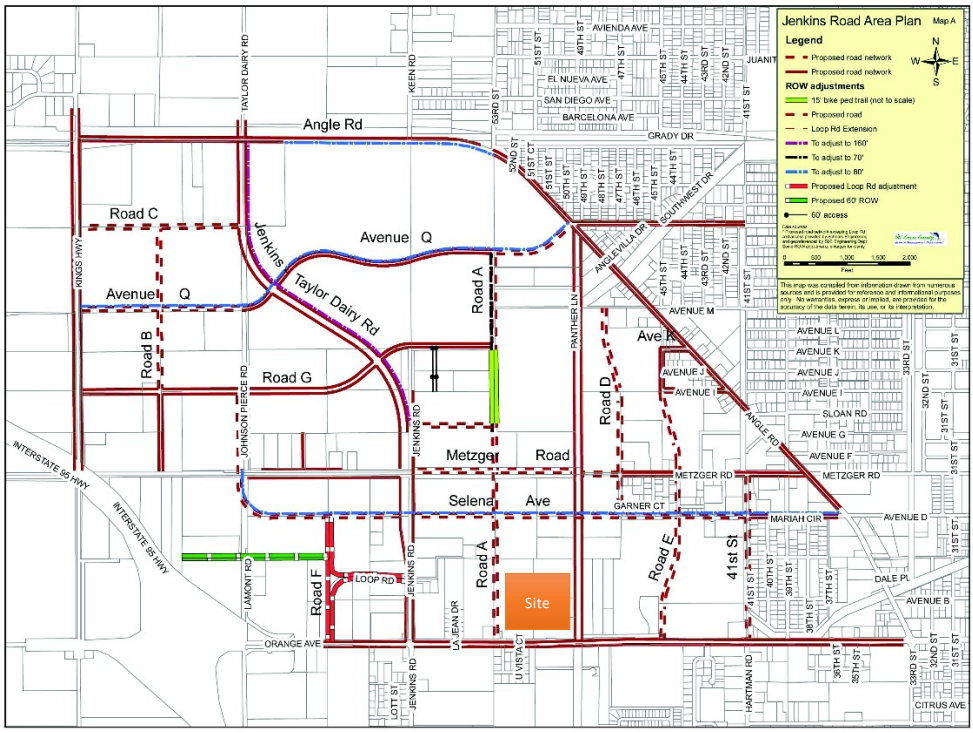


Figure 1: Jenkins Road Area Plan, St. Lucie County

Technical Assistance Comment #2

As a Mixed-use Development land use category, other allowable uses can be utilized in combination with retail. It is unclear if the development will be limited to a minimum of 40 percent of the total floor area for Residential use as part of this amendment, as stated in the traffic study. The currently adopted 2020 Future Land Use Element appears to have omitted the minimum residential use requirement stated in the February 2011 version of the Future Land Use Element. Without the minimum requirement for residential use, the trip generation could be significantly higher and adversely impact the system roadway network. The land use mix in the Mixed-use designation portion of the development could change following the adoption of the amendment, creating previously unreviewed traffic impacts by review agencies.

Recommendations for Comment #2

The Department recommends including confirmation that 40 percent residential use is required for the Mixed-use Development land use. Additionally, we recommend the City establish a maximum trip generation threshold for the development as part of the amendment, which considers the impact of traffic on the surrounding roadway network. This should ensure that future changes in the proposed development's land use proportion/ratio in the Mixed-use designation will require reevaluation to assess any unforeseen significant impacts to the transportation system.

The Department requests an electronic copy of all adopted comprehensive plan amendment materials, including graphic and textual materials and support documents.

Please don't hesitate to contact me if you have any questions or need assistance with any of the recommendations. We appreciate hearing from the City prior to adoption.

Thank you.

Larry Hymowitz
Planning Specialist, Policy and Mobility Planning Section
Planning & Environmental Management - FDOT District Four
p: (954) 777-4663 f: (954) 677-7892
a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309
e: larry.hymowitz@dot.state.fl.us w: www.dot.state.fl.us

Together our actions have the power to save lives!

The South Florida Water Management District (District) has completed its review of the two proposed Future Land Use Map amendment packages submitted by the City of Fort Pierce (City). The packages include amending the City's Comprehensive Plan Future Land Use Map for a total of 9 parcels. There appears to be no regionally significant water resource issues; however, the District offers the following technical guidance regarding Regional Water Supply Planning:

- The Town is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Upper East Coast (UEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the UEC Water Supply Plan Update on November 10, 2021. Therefore, the Town's Work Plan needs to be updated and adopted **by May 2023**. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands. Planning tools are available on the District's website for your use and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are located at this link: https://www.sfwmd.gov/doing-business-with-us/work-plans.

The District requests that the City forward a copy of the adopted amendments to the District at the following email mailbox address: SFLOCALGOVPLAN@sfwmd.gov. Please contact me if you have any questions or need additional information. For assistance after March 31, 2023, please contact Jim Harmon at jharmon@sfwmd.gov or 561-682-6777.

Sincerely,

Ms. Terry Manning, Senior Policy and Planning Analyst

South Florida Water Management District

Water Supply Implementation Unit

3301 Gun Club Road

West Palm Beach, FL 33406

Phone: 561-682-6779

Fax: 561-681-6264

E-Mail: tmanning@sfwmd.gov

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : File

FROM: Selena Griffett, P.E. – Project Engineer

THRU: John Andrews, P.E. – City Engineer

RE : Millcreek PD, FLUMA & Conceptual Site Plan
North of Orange Avenue and W of Hartman Road
Site Plan 22-43900003

DATE : JULY 11, 2022

This is to advise you that we have completed the review of the following documents as received by this office on July 8, 2022:

- ☐ Development Permit Compliance Review
- ☒ Site Plan
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Executed Construction Contract
- ☐ Record Drawings
- ☐ Permits
- ☒ PD and FLUMA

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☒ Do Not Recommend

- ☐ Variance Approval
- ☒ Site Plan, PD, FLUMA Approval
- ☐ DPCR Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for Engineering Comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Review Application documents:

Development Review application shows residential site acreage is 82.59 acres;
Application for Zoning Atlas Map Amendment shows total acreage of 85.24 acres, capacity analysis in this application shows total acreage is 84.54 acres;
Traffic Statement for Rezoning and Capacity analysis shows 84.54 acres for residential, calculations for Intensity on Table 2 uses 56.6 and 5.97 acres (total of 62.57 acres).

Application for Future Land Use Map Amendment "small scale (<10 acres)" is checked, however total acreage is noted as 21.97 acres.

Applications for Zoning Atlas Map Amendment(s) and Future Land Use Map Amendment require "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..." There does not appear to be any such statement included in the package.

For capacity analysis on each application, Proposed Flood Zone should match existing not "N/A".

Ensure Applicant Acknowledgement appropriate box is checked on each application

Site Plan Review:

This site plan is preliminary, please refer to appropriate sections of the Land Development Code for requirements for future approvals.

1. Stormwater calculations and drainage shall meet the requirements of Chapter 119.
2. Erosion and sediment control shall meet the requirements of Chapter 107.
3. In general, submittal shall meet the requirements of Chapter 125 Sections 313, 314, and 315.
4. For entrance (Entry Road B) on SE corner, documentation for "shared use" with adjacent property owner will be required prior to site plan approval.
5. Orange Avenue is an FDOT owned and maintained facility; coordination with FDOT for driveway permits will be required.
6. Label the dimension of the wetland buffer.
7. What is the buffer width on the north side of the 1.85ac Stormwater Pond?
8. What are the median and aisle widths between the units in the center (69' overall dimension)?
9. Label the dimensions of the aisle/drive widths on the entrances.
10. Label the dimensions of the aisle/drive widths and parking spaces for the Apartment parking.
11. All parking spaces shall either have curb or concrete parking blocks.
12. The plan does not appear to have space for a perimeter berm.
13. Verify buffer requirements meet code requirements.
14. All agency permits (ACOE, DEP/SFWMD, FWC, FDOT, etc) will be required for DPCR approval.
15. For drainage calculations and review, please provide location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for 100 feet in all directions. (An overall topographic/contour map showing the limits of the property drainage basins would be appreciated).

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 7.21.22
Property Address: Planned Development, Future Land Use and Conceptual Site Plan - Millcreek - N. of Orange Avenue and W. of Hartman Road

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☑ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☑ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☑ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 7/18/22

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Technical Review Committee meeting

July 21, 2022

Case # 22-43900003

Planner: City of Ft. Pierce Planning Department

Planned development / FLUMA / Conceptual Site Plan

Millcreek, North of Orange Avenue and West of Hartman Road, Fort Pierce, FL

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

July 21, 2022

TECHNICAL REVIEW PROJECT # 22- 43900003
Millcreek PD, FLUMA & Conceptual Site Plan – N. of Orange Ave and W. of Hartman Rd

Comments

FPUA W/WW Engineering: Conceptual Plan request is approved.

Water and wastewater services are available to serve the subject property from Orange Ave. 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: Electric and Gas Engineering Department have reviewed the application – TRC Develop Millcreek. Approved.

Electric service - The property is not in the FPUA electric service area. Located in FPL service area.

Gas service is available to the site (from the south side of Orange Avenue). Please provide a copy of the gas riser diagram with the anticipated load (if developer is interested in natural gas service). For more information and incentive available, please contact Billy Dupre.

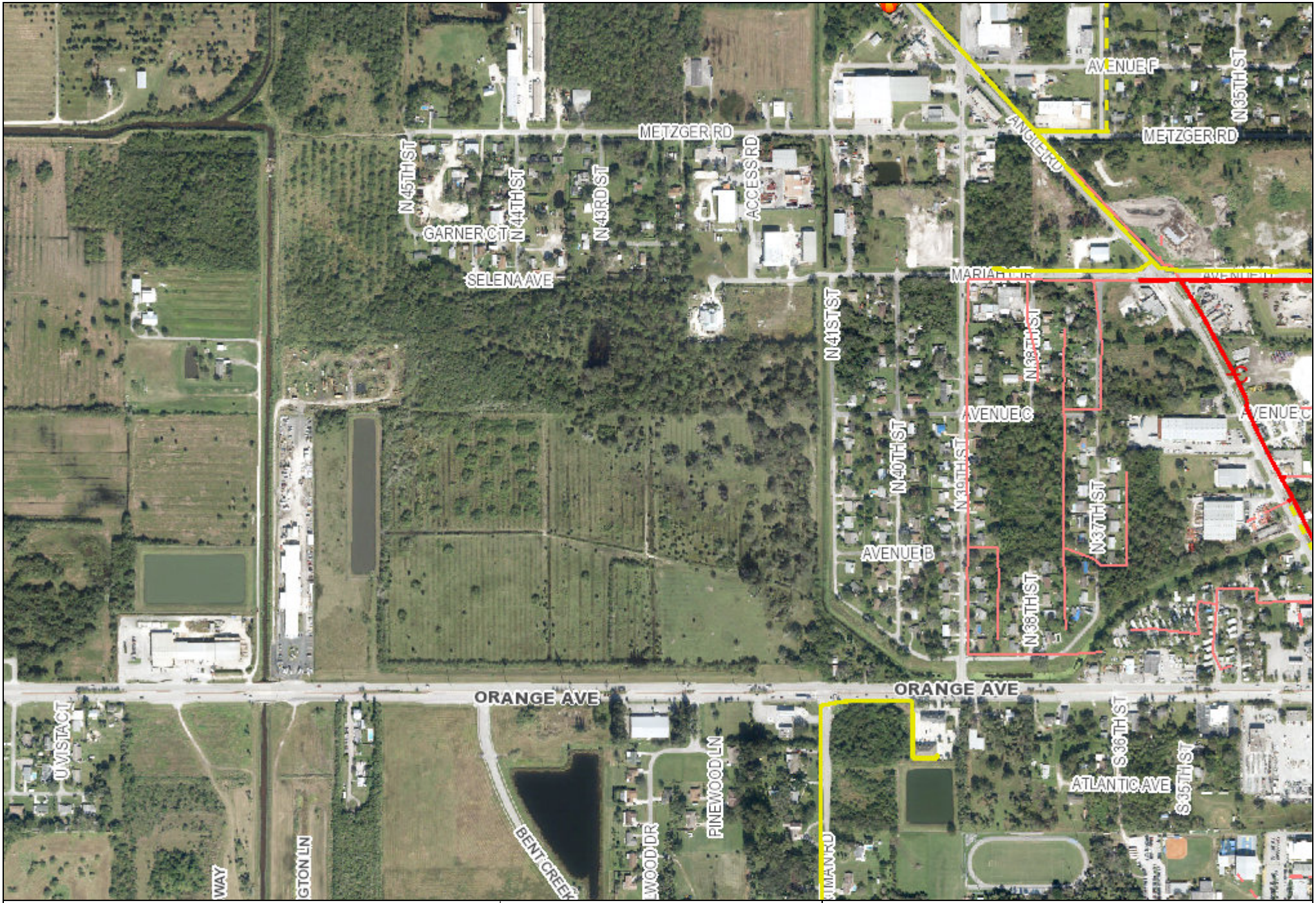
Billy Dupre
Business Development Representative
Gas Operations
1701 S. 37th Street, Fort Pierce, FL 34947
Bdupre@fpua.com
Office: (772)-466-1600 Ext.4705

(Con't pg 2)

Utility easement may be required for all propose FPUA gas facilities within the site.

Note: FPUA will make every effort to accommodate new developments and upgrades to existing services as much as possible with on-hand material, while maintaining a responsible maintenance stock. However, in most cases, the provision of service is entirely dependent on the lead times provided by equipment manufacturers. Certain key items could be unobtainable for over a year.

Attached is a copy of the FPUA GIS Map (Gas).



Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
- Raw Water Main
- Wastewater Force Main
- WW Gravity Main
- Pole
- Fuse

Transformers

- Overhead
- Pad Mount

Valves

- Gas
- Water
- Raw Water
- Waste Water

- Fire Hydrant
- Well
- PS Lift Station

Disclaimer:

The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. Due to formatting restrictions, the information provided in the map may not be represented in the legend.

811 Know what's below. Call before you dig.

Date: 5/14/2021

FPUA COMMUNITY PROUD

N

1 inch = 667 feet

FPUA Web Map

Created By:
Name

(772) 466-1600
FAX (772) 461-1938

ST. LUCIE COUNTY FLORIDA

PUBLIC WORKS DEPARTMENT
TECHNICAL REVIEW COMMITTEE
Ft. Pierce

July 19, 2022

PROJECT: Millcreek

REF: TRC App. #22-43900003

TO: Vennis Gilmore

FROM: Grant Chambers

The following comments are offered by SLC PW - Engineering:

1. Public Works does not have any comments regarding the annexation.
2. The site is located within the Jenkins Overlay District. The proposed plan does not appear to align with the Jenkins Overlay District Map. The plan would need to be revised to match the approved map or a text amendment will be required.
3. An application for a text amendment to the Jenkins Overlay District has been submitted by another applicant. This applicant may wish to coordinate proposed changes to the overlay district with the other applicant or submit a separate text amendment to the Jenkins Overlay District.
4. The County recommends relocating the traffic circle further north to align with Avenue B to the east for possible future connection.
5. Orange avenue is an FDOT Right-of-Way. Please coordinate a pre-application meeting with FDOT to discuss access.
6. Provide response and the TIS or TIR directly to the County for review. The city does not provide for you.
7. A permit for access and drainage outfall from the County prior to initiation of site improvements is required. Please remit a Site Development Permit application, an electronic set of plans and a minimum of one hard copy of all necessary plans and documents to the Engineering Division of the County. The application may be found on the County's website, Public Works Department link.
8. For discussion regarding these comments and response, please contact me at 772-462-2741, chambersg@stlucieco.org.

Cc: Alicia Rosenthal

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Millcreek

REVIEW DATE: 7/15/2022

PLANNER: VENNIS GILMORE

REVIEWED BY: Lieutenant Andres Elizondo

Site Plan Approved: _____

Site Plan Approved with conditions: _____

Site Plan Approval pending written acknowledgement of conditions: ___X_____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please send the Fire District electronic plans for the site and buildings.**
4. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**
5. **Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2.5).

6. **Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.**

7. **The minimum acceptable cul-de-sac radius is 50 feet to the edge of pavement.**

8. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.**

9. **FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150' from FD access roads as measured by an approved route around the exterior of the building or facility. (450' for NFPA 13, 13D, 13R sprinklered protected buildings).**

10. **A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. NFPA 1.18.2.3.2.1.**

11. **Where a one- or two-family dwelling, or townhouse, is protected with an approved automatic sprinkler system that is installed in accordance with NFPA 13D or NFPA 13R, as applicable, the distance in 18.2.3.2.1 shall be permitted to be increased to 150 ft (46 m). NFPA 1.18.2.3.2.1.1.**

12. **Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**

13. **Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the closet point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

14. **An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".**
15. **Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD).**

16. **Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and codes. Pre-surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping or a certification document of radio signal strength provided by a licensed engineer.**

17. **Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.**

18. **Minimum Size of Water Mains**
    The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

From: SANDERS, MARVIN E.
To: Vennis Gilmore; Planning Department
Subject: 22-43900003 Millcreek PD PD & Conceptual Site Plan
Date: Tuesday, July 19, 2022 5:24:46 PM
Attachments: image.png
image.png

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. .

The St. Lucie County School District has reviewed the above reference project and we have the following comments:

1. Please provide typical roadway sections including pedestrian circulation and access.
2. The project is in the St. Lucie County Jenkins Road overlay district. Will the roadway network be extended to aid in building a grid roadway network to prevent overloading Jenkins and Orange Avenue?
3. The School District is currently planning the reconstruction of Fort Pierce Westwood Academy (FPWWA) High School. Our initial review is that it would be beneficial to use the proposed Jenkins Road overlay roadway network for access to the new school. By building out that network the proposed residential project would be within 0.6 miles of the FPWWA. Without that network the walk to school for a student will be approximately 1.6 miles through an industrial area.
4. The City has no parks west of 33rd street north of Edwards Road. Will there be any public recreation areas to serve the development? See the link for the parks and the locations of 10-minute walk to a park. I have also pasted the map below. https://parkserve.tpl.org/mapping/index.html?CityID=1258715

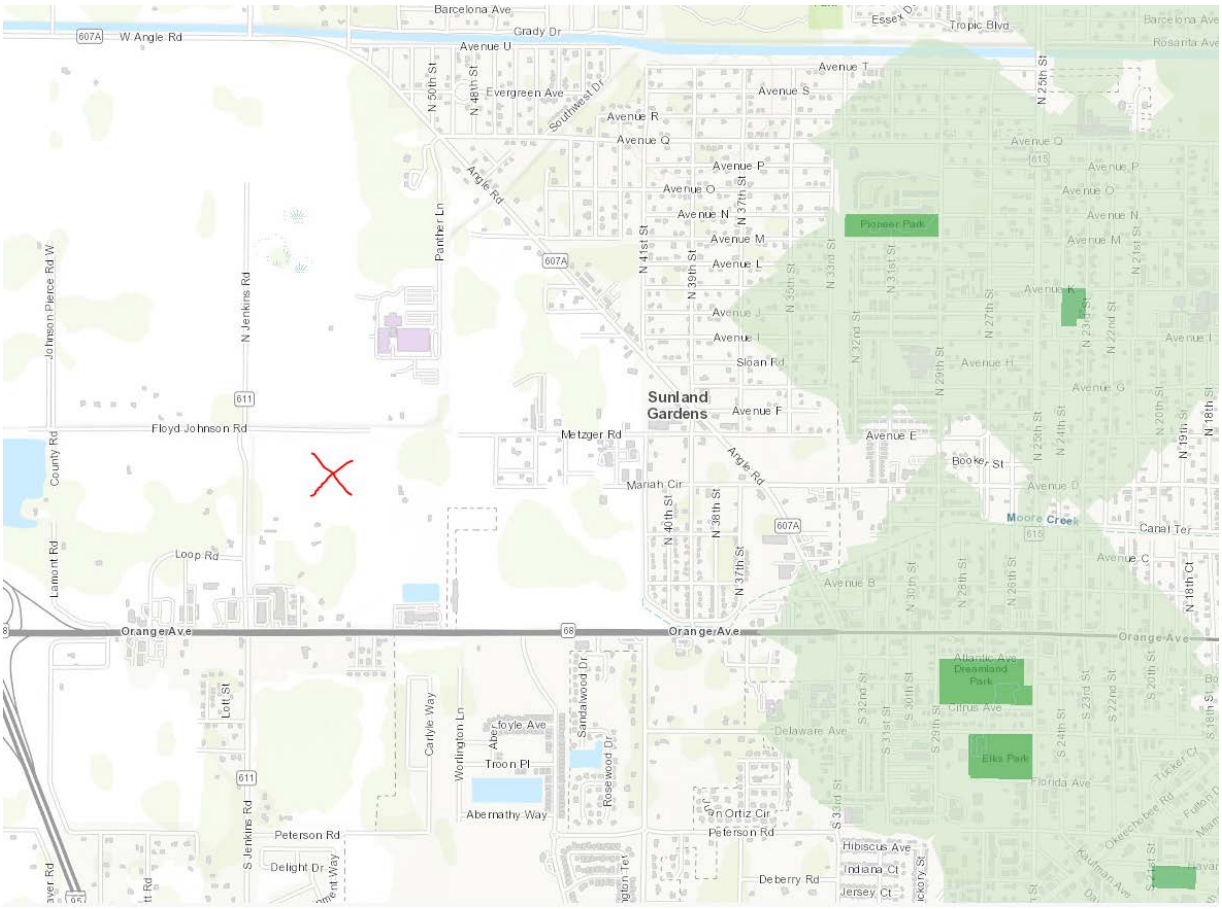
Please feel free to contact me if you have any questions.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County
9461 Brandywine Lane, Room 2-303
Port St. Lucie, FL 34986

We've moved
9461 Brandywine Ln
Port St Lucie, FL 34986

St. Lucie PUBLIC SCHOOLS

office 772.429.7547cell 772.216.5755



Barcelona Ave
Grady Dr
W Angle Rd
Avenue U
Evergreen Ave
Southwest Dr
Avenue T
Avenue S
Avenue R
Avenue Q
Avenue P
Avenue O
Avenue N
Avenue M
Avenue L
Avenue J
Avenue I
Sloan Rd
Avenue F
Avenue E
Avenue D
Avenue C
Avenue B
Avenue K
Avenue H
Avenue G
Avenue I
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Avenue N
Avenue M
Avenue K
Avenue I
Tropic Blvd
Essex Dr
Barcelona Ave
Rosarita Ave
Pioneer Park
Sunland Gardens
Metzger Rd
Mariah Cir
Angle Rd
Panther Ln
N Jenkins Rd
Johnson Pierce Rd W
County Rd
Floyd Johnson Rd
Loop Rd
Lamont Rd
Orange Ave
Booker St
Moore Creek
Canal Ter
Atlantic Ave
Dreamland Park
Citrus Ave
Elks Park
Florida Ave
Delaware Ave
Lott St
Carlyle Way
Worlington Ln
Sandalwood Dr
Rosewood Dr
Troon Pl
Abernathy Way
Peterson Rd
Delight Dr
S Jenkins Rd
Hibiscus Ave
Indiana Ct
Jersey Ct
Deberry Rd
Okeechobee Rd
Kaufman Ave
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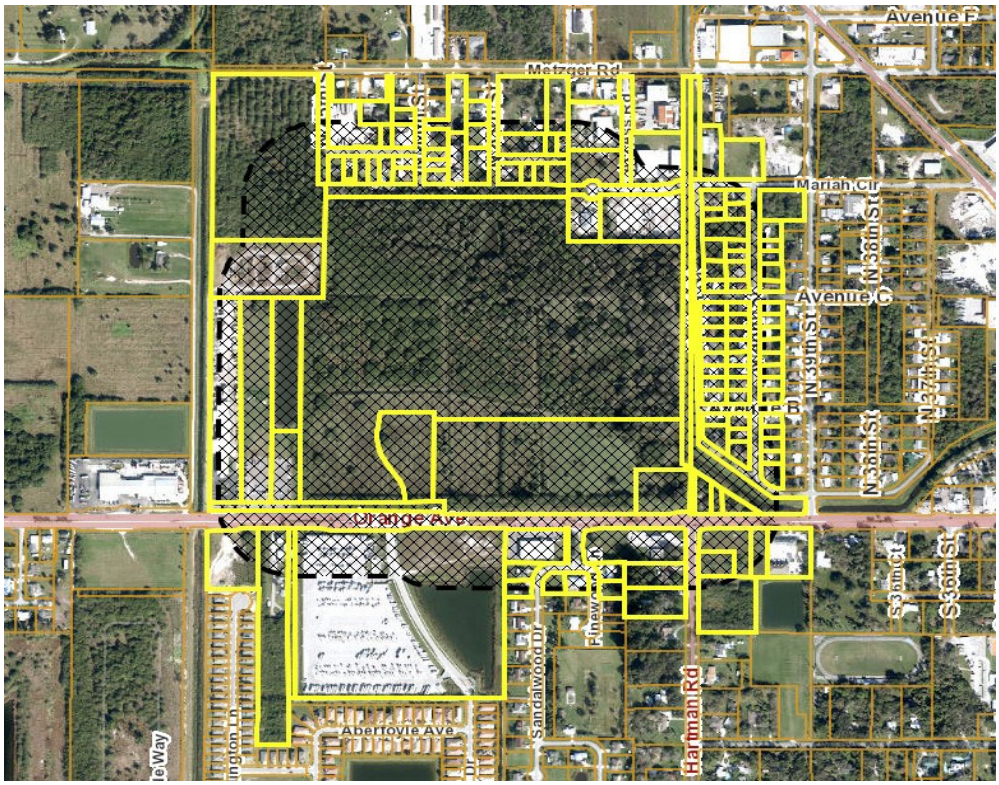
Millcreek - Mail Out



Owner	Address	City
4301 Gateway LLC	205 N 3rd ST	Grand Forks; ND 58203-3717
Adolfo Barrios Jr and Linda Amelia Barrios	87 Sandalwood DR	Fort Pierce; FL 34947-3425
Alma Guzman and Ignacio Gonzalez	212 N 40th ST	Fort Pierce; FL 34947-2581
Benita Guadarrama and Bertha Serrano	304 Deerwood Ln	Fort Pierce; FL 34947-3430
Betty L Simms and Ormin A Simms	413 N 40th St	Fort Pierce; FL 34947-2582
BHA LAND ACQUISITIONS LLC	2700 N Ocean DR; Unit Apt 1605B	Riviera Beach; FL 33404-3882
Bluefin Investments Inc	6400 New Sapulpa Rd	Tulsa; OK 74131
Bruce Harrison and Betsy Harrison	135 Hartman Rd	Fort Pierce; FL 34981
Charles A Urso	108 S 35th St	Fort Pierce; FL 34947-6102
Charles P Mereus and Helen Thermidor	215 N 40th St	Fort Pierce; FL 34947-2580
Charles Randolph and Charles Randolph Jr	4209 Charity LN	Fort Pierce; FL 34947-1720
Charles Wayne Randolph and Odessa Randolph	4209 Charity LN	Fort Pierce; FL 34947-1720
Charlie Harris and Daisy Harris	102 N 40th St	Fort Pierce; FL 34947-2579
Christopher Humphreys and Darlene Humphreys	88 Pinewood Ln	Fort Pierce; FL 34947-3428
Christopher M Tidwell (TR)	2501 S Indian River Dr	Fort Pierce; FL 34950
Coleton W Williams and Octavier Williams	110 N 40th ST	Fort Pierce; FL 34947-2579
David Valdez and Claudia Valdez	325 S F St	Lake Worth; FL 33460
David Webb and Deborah Webb	902 Dolphin DR	Jupiter; FL 33458-4302
Davis Holding Company LLC	PO Box 186	Fort Pierce; FL 34954
Deneise P White	3698 Via Monte Napoleone DR	Poinciana; FL 34759-4096
Diana L Stephens	4407 Garner CT	Fort Pierce; FL 34947-1709
Donald R Keith Jr and Juana V Keith	216 N 40th St	Fort Pierce; FL 34947-2581
Donnini Enterprises Inc	7950 NW 58th ST	Doral; FL 33166-3430
Dorothy K Horger	4118 Worlington TER	Fort Pierce; FL 34947-1335
Dustin L Beckford	682 Rio Vista DR	Fort Pierce; FL 34982-7704
Earl S Gardner and Ruth J Gardner	1701 N 35th ST	Fort Pierce; FL 34947-1803
Efrain Munoz	117 Hartman Rd	Fort Pierce; FL 34947
Emiliano Covarrubias and Flora C Martines	1012 Tortugas Ave	Fort Pierce; FL 34982
Eron L Spivey and John B Spivey	4207 Metzger RD	Fort Pierce; FL 34947-1769
Fiberactive LLC	4202 Charity LN	Fort Pierce; FL 34947-1720
FM Millcreek Holding LLC	1698 W Hibiscus Blvd; Unit Ste A	Melbourne; FL 32901-2639
Frank Blandino and Frank M Blandino and Concetta Blandino	900 Egret Ave	Fort Pierce; FL 34982-8323
Frederick Donghia and Mary Donghia	509 N 43rd St	Fort Pierce; FL 34947-1738
Gallego`s Trucking Inc	1875 Copenhaver RD	Fort Pierce; FL 34945-3064

GALLEGO'S TRUCKING INC	1875 Copenhaver RD	Fort Pierce; FL 34945-3064
Gene Stewart and Vannet Campbell	64 BLUE WHALE BLVD	Brampton; ON L6R 2M1
George Everette Jacobs and Carrie Bell Jacobs	202 N 40th ST	Fort Pierce; FL 34947-2581
Glade And Grove Supply Co LLC	1006 S Main ST	Belle Glade; FL 33430-4908
Gladys D Foxx	403 N 40th ST	Fort Pierce; FL 34947-2582
Gregory Bowe and Sandra F Bowe	206 N 41st St	Fort Pierce; FL 34947-2586
Heavy Equipment Repair Inc	311 S 2nd ST	Fort Pierce; FL 34950-1556
Homar Mojica	163 S Oceander St	Fellsmere; FL 32948
Howard J R Lurry Sr and Betty M Lurry	406 N 40th St	Fort Pierce; FL 34947-2583
Howard R Lohr and James R Hollnagel	309 SW Dairy St	Lake City; FL 32024
IOTA HOLDINGS LLC	1136 S Ocean DR	Fort Pierce; FL 34949-3339
Island Style Homes Inc	4275 Mariah Cir	Fort Pierce; FL 34947-1707
Jennifer L Wilhoite and Joshua B Chancey	85 Sandalwood Dr	Fort Pierce; FL 34947-3425
John B Bryant Jr and Nikishia Bryant	210 N 41st St	Fort Pierce; FL 34947
John H Stamm Jr (TR)	806 S 40th CT	Fort Pierce; FL 34947-6322
Joint Access LLC	PO Box 186	Fort Pierce; FL 34954
Jose A Macias Jr and Jose A Macias Sr and Nicolas Macias	3120 Rodgers Rd	Fort Pierce; FL 34981
Jose A Macias Jr and Nicholas Macias	3659 S 25th St	Fort Pierce; FL 34981
Jose B Umanzor and Edith Perez	936 17th AVE	Vero Beach; FL 32960-4345
Jose L Zamora and Maria E Zamora	2905 Forest Pl	Fort Pierce; FL 34982
Jose Macias	3659 S 25th ST	Fort Pierce; FL 34981-5107
Joseph A Haines (EST) and Mary Jane E Blevins and Lawrence L Hai	102 N 41st ST	Fort Pierce; FL 34947-2587
Juan Pablo Macias	229 River Palm DR	Fort Pierce; FL 34946-7333
Juli Arnold	4753 Orange AVE	Fort Pierce; FL 34947-3410
Juli Arnold	7101 S Indian River DR	Fort Pierce; FL 34982-7762
KG CONCRETE & DEVELOPMENT LLC	1732 SW Cloverleaf ST	Port St Lucie; FL 34953-1411
Kristin Mansfield	206 N 40th ST	Fort Pierce; FL 34947-2581
LAWN CHAIR PROPERTIES LLC	4106 Mariah CIR	Fort Pierce; FL 34947-1771
Letty Richardson	300 N 40th St	Fort Pierce; FL 34947-2583
Lewis E Harrison	4300 Evergreen Ave	Fort Pierce; FL 34947-1642
Linda Thompkins	213 N 40th St	Fort Pierce; FL 34947-2580
Lopel Simpson and Daphne Simpson	204 N 41st St	Fort Pierce; FL 34947-2586
Lucy J Allen (LF EST)	2546 Plunkett ST	Hollywood; FL 33020-5844
Luis Octavio Gallegos	1875 Copenhaver RD	Fort Pierce; FL 34945-3064
Lydell Robinson	201 N 40th ST	Fort Pierce; FL 34947-2580
Manuel Nieto-Almanza	1711 Miami CT	Fort Pierce; FL 34950-6729
Marie C Corinthian	407 N 40th ST	Fort Pierce; FL 34947-2582
Mark Joseph Stewart Peavy	711 Garden AVE	Fort Pierce; FL 34982-5860
Mary Harrison (EST)	PO Box 12073	Fort Pierce; FL 34979-2073
Mary L Bordenuik	PO Box 12073	Fort Pierce; FL 34979-2073
Meliton Raul Fernandez Hernandez and Yaneth Del Carmen Ramos	216 N 41st ST	Fort Pierce; FL 34947-2586
Miguel E Cerda and Maria Cerda	204 N 40th St	Fort Pierce; FL 34947-2581
Millcreek Orange Avenue LLC	1450 Madruga Ave Ste 400	Coral Gables; FL 33146
NSLRWCD	14666 Orange AVE	Fort Pierce; FL 34945-4511
Odessa Randolph	2006 N 35th St	Fort Pierce; FL 34947
Orange Avenue Development LLC	28178 Hayes Rd	Roseville; MI 48066
Panfilo Aquino	4728 Grady DR	Fort Pierce; FL 32024-2223
Patricia G Christopher (LF EST)	104 N 41st ST	Fort Pierce; FL 34947-2587
Pierre Laviolette	84 Pinewood Ln	Fort Pierce; FL 34947-3428
Riverstone Metzger LLC	6400 Telegraph RD; Unit Ste 2000	Bloomfield Township; MI 48301-1758
Rob Graham	PO Box 550	Jensen Beach; FL 34958-0550
Roy W Young and Nancy S Young	207 N 40th St	Fort Pierce; FL 34947-2580
Ruby J Ellis	105 N 40th St	Fort Pierce; FL 34947-2578
Rudine Bembry	414 N 41st St	Fort Pierce; FL 34947-2585
Sandra L Lohr	c/o James Hollnagel, 309 SW Dairy St	Lake City; FL 32024-4681
Sandra Palmer Bivens	312 NW Stratford LN	Port St Lucie; FL 34983-3432
Sara Cruz and Jessica Cruz	410 N 40th ST	Fort Pierce; FL 34947-2583
Shannon Bustamante	316 Payne DR	Miami Springs; FL 33166-5053
Shirley A Reese	405 N 44th St	Fort Pierce; FL 34947-1762
SOBE 34949 LLC	205 N 3rd ST	Grand Forks; ND 58203-3717
St Lucie County	2300 Virginia Ave	Fort Pierce; FL 34982-5632
ST LUCIE COUNTY	2300 Virginia AVE	Fort Pierce; FL 34982-5632
State Of Florida DOT	3400 W Commercial Blvd	Fort Lauderdale; FL 33309-3421

Tege Florida Holding LLC (TR)	5 Decker LN	Florham Park; NJ 07932-1835
Terri L Grant	8412 SW 20th St	North Lauderdale; FL 33068
Theophilus Strapp (EST) and Linda Paige Crutchfield	205 N 40th St	Fort Pierce; FL 34947-2580
Third Day Rebar Services LLC	612 SW McCracken AVE	Port St Lucie; FL 34953-3932
Vega`s Home Construction Inc	904 Osceola DR	Fort Pierce; FL 34982-7682
VIP Home Management Inc	1172 SW Alcantarra Blvd	Port St Lucie; FL 34953
Wendy Hernandez	359 Borraclough ST	Fort Pierce; FL 34982-7348
Wilfrid Bruno and Rose Bruno	4001 Mariah CIR	Fort Pierce; FL 34947-2546
William E Love and Nancy Q Love	108 N 40th St	Fort Pierce; FL 34947-2579
William Ramlow	20 Ramlow RD	Chester; NY 10918-4401
Willie F Jones and Sally M Jones	214 N 40th ST	Fort Pierce; FL 34947-2581
ZBC Holdings LLC	4904 Palmetto DR	Fort Pierce; FL 34982-8526

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Millcreek FLUMA 23-010

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 20, 2023

NOTICE BY MAIL: August 16, 2023

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE: **DATE:** August 24, 2023

City Commission Meeting & Budget Hearing - 5:05 pm **13. c.**

Meeting Date: 09/05/2023

Re: 23-048 Commission Compensation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 23-048 amending the Mayor and Commission annual salaries. SECOND READING

SUMMARY:

At a Budget Workshop and Conference Agenda meeting on July 10, 2023, the Mayor and City Commission discussed their current salaries; consensus was to proceed with an increase commensurate with that of city employees over the last two years.

RECOMMENDATION:

Adopt the ordinance.

ALTERNATIVES:

Do not adopt or adopt with changes.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

Budgetary increase will be calculated by the Finance Department and incorporated into the FY2024 budget.

Attachments

23-048

Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/28/2023 12:32 PM

Form Started By: Linda Cox Started On: 07/26/2023 02:35 PM

Final Approval Date: 08/22/2023

ORDINANCE NO. 23-048

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING CHAPTER 2, ARTICLE II., DIVISION 1, SEC. 2-19 COMPENSATION** OF THE CODE OF ORDINANCES; ESTABLISHING THE COMPENSATION DUE TO MAYOR AND COMMISSIONERS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at a Budget Workshop and Conference Agenda meeting on July 10, 2023, the Mayor and City Commission discussed their current salaries.

NOW, THEREFORE, BE IT ORDAINED by City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 2, Article II, Division 1, Section 2-19, of the Code of Ordinances, is hereby amended as follows:

Sec. 2-19. - Compensation.

(a) Effective ~~April 1, 2021~~ October 1, 2023, the annual compensation of the mayor-commissioner of the city shall be ~~$36,301.20~~ 40,560.00. Any modification to this amount must be done by ordinance specific to this section of the code.
(b) Effective ~~April 1, 2021~~ October 1, 2023, the annual compensation of each city commissioner of the city shall be ~~$27,814.80~~ 31,200.00. Any modification to this amount must be done by ordinance specific to this section of the code.
(c) In no event shall the mayor-commissioner or city commissioners be compensated in excess of the salaries, provided in subsections (a) and (b) of this section, for attending any regular, postponed or special meeting.
(d) The compensation for the mayor-commissioner and city commissioners shall be payable at the same time that other city employees are paid.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This ordinance is and the same shall become effective as of October 1, 2023.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara Hedges
Interim 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. 23-0048 was duly advertised by title only in the St. Lucie News Tribune on August 11, 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 Monday, August 17, 2023; and was duly introduced, read by title only, and passed on second and final reading on Tuesday, September 5, 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.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared. who on oath says that he or she is the Legal Coordinator of the St Lucie News Tribune, published in St. Lucie County, Florida: that the attached copy of advertisement, being a Public Notices was published on the publicly accessible website of St. Lucie County, Florida, or in a newspaper by print in the issues of, on:

08/11/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on August 11, 2023:

Notary, State of WI, County of Brown

3/7/27

My commission expires

KAITLYN FELTY
Notary Public
State of Wisconsin

Publication Cost: $118.56
Ad No: 0005783567
Customer No: 1309463
PO #: 2023.09.05 23-048 Commission

# of Affidavits: 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, August 21, 2023 and Tuesday, September 5, 2023 at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 23-048 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 2, ARTICLE II., DIVISION 1, SEC. 2-19 COMPENSATION OF THE CODE OF ORDINANCES; ESTABLISHING THE COMPENSATION DUE TO MAYOR AND COMMISSIONERS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinance; said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 08/11/2023
TCN5783567

City Commission Meeting & Budget Hearing - 5:05 pm **13. d.**

Meeting Date: 09/05/2023

Re: 23-051 Chapter 22 STR/VR

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 23-051 amending Chapter 22, Article X Short Term and Vacation Rental Regulations to amend responsible person requirements and other minor revisions . FIRST READING

SUMMARY:

The Mayor and City Commission discussed the STR/VR registration program at their conference agenda meeting on June 12, 2023 whereby minor changes to the code were deemed necessary and prudent, to include the removal of the requirement for the responsible person to reside within St. Lucie County.

RECOMMENDATION:

Adopt the ordinance

ALTERNATIVES:

Modify the ordinance or do not make any changes.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Director of Community Response

Fiscal Impact

OTHER INFORMATION:

no fiscal impact.

Attachments

23-051

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/23/2023 07:40 AM

Form Started By: Linda Cox Started On: 08/10/2023 12:26 PM

Final Approval Date: 08/23/2023

ORDINANCE NO. 23-051

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 22, ARTICLE X, "SHORT TERM AND VACATION RENTAL REGULATIONS";** AMENDING SECTION 22-503 – "DEFINTIONS" TO DEFINE RESPONSIBLE PERSON; REMOVING SECTION 22-508 – "EXEMPTIONS FOR PRE-EXISTING RENTAL AGREEMENTS"; AMENDING SECTION 22-509 – "MANAGEMENT COMPANY OR RESPONSIBLE PERSON" TO CLARIFY REQUIREMENTS; AMENDING SECTION 22-510(2) – "APPLICATION FOR RENTAL UNIT REGISTRATION" TO NO LONGER REQUIRE THE EMERGENCY CONTACT BE LOCAL; AMENDING SECTION 22-511 – "RENTAL UNIT ADVERTISING REQUIREMENT" TO REQUIRE THE CITY RENTAL UNIT REGISTRATION NUMBER IN ALL ADVERTISINGS; AMENDING SECTION 22-513 – "DURATION OF RENTAL UNIT REGISTRATION FOR REGISTRATIONS" TO EXPIRE ANNUALLY ON THE DATE OF INITIAL REGISTRATION; AMENDING SECTION 22-514(a) – "RENEWAL OF RENTAL UNIT REGISTRATION" TO REQUIRE REGISTRATION ANNULLY ON THE ANNIVERSARY DATE OF INITIAL REGISTRATION; AMENDING SECTION 22-515(a) – "DENIAL AND REVOCATION OF RENTAL UNIT REGISTRATION" TO PROVIDE APPLICABILITY LANGUAGE; AMENDING SECTION 22-521(d) – "ENFORCEMENT OF RENTAL UNITS" TO REQUIRE NOTIFICATION TO THE CITY CLERK'S OFFICE OF ENFORCEMENT ACTIVITIES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission discussed the short term and vacation rental registration program at the June 12, 2023 City Commission Conference Agenda; and

WHEREAS, as part of the change to the initial registration and renewal fees, other modifications to the code were deemed necessary and prudent.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 22, Article X, Division 1, Sec. 22-503 is hereby amended so the same shall read as follows:

Sec. 22-503. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Advertising means any form of communication for marketing that is used to encourage, persuade or manipulate viewers, readers or listeners into contracting for goods and/or services as may be viewed through various media, including, but not limited to, newspapers, magazines, flyers, handbills, television commercials, radio, signage, direct mail, websites, emails, or text messages.

Commercial event is defined as an event with the purpose of making money or where a venue is hired for a commercial function where attendees are charged entry, which may include, but is not limited to, events such as parties, entertainment events, and attractions.

Good neighbor brochure means a document prepared by the city that summarizes the general rules of conduct, consideration, and other information including provisions of the Code of Ordinances, pertaining to the use and occupancy of a dwelling unit used or occupied as a short-term rental or vacation rental.

Maximum occupancy shall be calculated as one person for every 200 square feet, under air-conditioned space, of the rental unit if the building is being rented out in its entirety. If only a room (or rooms) is being rented, or the rental unit is also being concurrently occupied by the owner (or other), then the maximum occupancy shall be calculated as one person for every 150 gross square feet of the room (or rooms) being rented. For the purpose of this definition, a person shall mean any individual over the age of five years.

Noise means any sound that annoys or disturbs humans or causes or tends to cause an adverse psychological or physiological effect on humans or that would unreasonably interfere with the enjoyment of life or property. See Fort Pierce Code of Ordinances, chapter 26, article II, Noise.

Owner means a person who is the owner of record of real property as documented by deed or other document evidencing ownership recorded at the St. Lucie County Property Appraiser and the Clerk of Court.

Rental unit(s) means any unit in a condominium, apartment, or cooperative, or any individually or collectively owned single-family, two-, three-, and four-family, or multi-family residence or dwelling unit. For purposes of this article, the term "rental unit(s)" is synonymous with the term "vacation rentals" and "short-term rentals" and is subject to all requirements imposed on vacation rentals or short-term rentals.

Repeat violation refers to a violation of a provision of a code or ordinance by a person who has been previously found through the special magistrate or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations.

Residency shall mean a person's true, fixed location of bona fide domicile. It is the place a person intends to remain and return to when one leaves without intending to establish domicile elsewhere. Residency for the purpose of this article may only be demonstrated by the address listed on a Florida state-issued driver's license or a Florida state-issued identification card.

Responsible Person shall mean an owner, management company, or individual identified by the property owner as the person responsible to receive any complaints about the unit and to respond in the manner required by this Article.

Short-term rental refers to rental units being rented for greater than one month but less than six months.

Vacation rental shall mean any unit in a condominium or cooperative or any individually or collectively owned single-family, two-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.

Vehicle means any vehicle or conveyance which is designed to travel along the ground or water. The term "vehicle" includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, trailers, go-carts, golf carts, motor homes, boats, watercraft and recreational vehicles.

Violation means any violation of any provision of the Code, or any provision of local, state, or federal law or regulation for which the city has enforcement responsibility and/or authority. All definitions contained in the city's Code of Ordinances shall apply to this article; however, in the event of any conflict, the more stringent shall prevail.

Violator means the person or entity, natural or otherwise, in violation of those portions of the city's Code of Ordinances which are within the jurisdiction of the special magistrate. The term "violator" shall include each of the following: the owner of the property where the violation exists; the person in immediate control of the property where the violation exists, such as tenant or current resident; the person or entity that manages the property where the violation exists, such as a property management company or landlord, if separate from the owner; or manager or person in charge of the property where the violation exists. Multiple violators may be cited for a single violation. Any violation that is enforced against a violator as set forth in this section does not preclude the enforcement of the same violation against other violators.

SECTION 2. Chapter 22, Article X, Division 2, Sec. 22-508 is hereby amended so the same shall read as follows:

Sec. 22-508.~~ Exemption for pre-existing rental agreements.~~ Reserved.

~~(a) Notwithstanding any other provision of this article, rental agreements with prospective occupants for rental units that were pre-existing as of December 31, 2022, (hereinafter "pre-existing agreements") are exempt from the occupancy provisions of this chapter for maximum occupancy limits. Any pre-existing agreements for occupancy through 2022, shall be disclosed to the city by October 1, 2021. All advertising must be compliant for occupancy limits no later than October 1, 2021.~~

~~(b) If a rental unit is cited for a violation of this article, (that would not be a violation if it were not for this section), when the rental unit is occupied under the terms of a pre-existing agreement, the rental owner may defend such violation based on the fact that the rental unit was exempt from this section due to it being occupied pursuant to a pre-existing agreement. Such defense shall be determined based upon the following information, and upon any additional information supplied by the rental unit owner or otherwise determined by the fact finder:~~

~~(1) Copy of deposit or payment information evidencing that the agreement was a pre-existing agreement.~~

~~(2) Copy of e-mail or other communication evidencing a binding pre-existing agreement.~~

~~(3) Information from the occupant confirming that there was a binding agreement in a time frame to make the agreement a pre-existing agreement under this section.~~

~~(c) If it is reasonably determined by the city staff, and confirmed by the city's special magistrate, that any information supplied to the city in support of an application for exemption, or in support of a defense based upon pre-existing agreement, was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to the penalties contained in this article.~~

SECTION 3. Chapter 22, Article X, Division 2, Sec. 22-509 is hereby amended so the same shall read as follows:

Sec. 22-509. Management company or responsible person.

(a) An owner of a rental unit ~~may~~ shall designate a management company or responsible person to manage the unit on his/her behalf. The owner may serve as the responsible person.

~~(b) The responsible person shall officially reside in a dwelling unit located within St. Lucie County. Proof of residency shall be demonstrated to the city clerk's office in the form of a Florida driver's license or Florida identification card only.~~

~~(c)~~ (b) The city will provide a form for such purpose which must be completed and submitted to the city. The designation of management company or responsible person does not relieve the owner of the responsibility to comply with all state and local statutes and ordinances.

~~(d)~~ (c) Upon a change of ownership or a transfer of management company or responsible person of a rental unit, the owner shall notify the city of the new owner, manager, and/or responsible person within ten business days of such change. A vacation rental or short-term rental owner may change this authorization by submitting a new, properly executed authorization form. The new owner, management company, or responsible person shall comply with all procedural requirements of the Code of Ordinances and the conditions of the registration for the rental unit being transferred.

~~(e)~~ (d) The management company or responsible person shall respond to any and all calls within one hour. The failure of a management company or responsible person to respond within one hour, three times within a 12-month period shall result in the revocation of the entity's ability to manage the rental unit on behalf of the property owner for a period of 12 months from the time that their management abilities are rescinded.

SECTION 4. Chapter 22, Article X, Division 2, Sec. 22-510(2) is hereby amended so the same shall read as follows:

Sec. 22-510. Application for rental unit registration.

(2) Property management or responsible person.

a. Name.

b. Address.

c. Mailing address (if different).

d. Telephone number.

e. ~~Local e~~Emergency and contact phone with 24-hour availability for receiving notice of violations.

f. E-mail address.

SECTION 5. Chapter 22, Article X, Division 2, Sec. 22-511 is hereby amended so the same shall read as follows:

Sec. 22-511. Rental unit advertising requirement.

All advertising for rental units shall indicate the city rental unit ~~business tax receipt number~~ registration number, the maximum occupancy limit of the rental unit, and the maximum parking available on the property as specified on the rental unit registration on file with the city clerk. The advertisement shall also include a link to the good neighbor brochure provided by the City of Fort Pierce.

Advertisements that do not contain this information or that contain inaccurate information shall be deemed a violation of this article and subject to the penalties contained in this article.

SECTION 6. Chapter 22, Article X, Division 2, Sec. 22-513 is hereby amended so the same shall read as follows:

Sec. 22-513. Duration of rental unit registration.

Rental unit registrations shall expire annually ~~from~~ on the date of initial registration.

SECTION 7. Chapter 22, Article X, Division 2, Sec. 22-514(a) is hereby amended so the same shall read as follows:

Sec. 22-514. Renewal of rental unit registration.

(a) Rental unit registrations must be renewed annually on the anniversary date of initial registration. ~~prior to the expiration date of September 30.~~

SECTION 8. Chapter 22, Article X, Division 2, Sec. 22-515(a) is hereby amended so the same shall read as follows:

Sec. 22-515. Denial and revocation of rental unit registration.

(a) The city clerk may revoke or deny the issuance of a rental unit registration if it is determined that an applicant:

(1) Has obtained the registration by fraud, false statement, misrepresentation, or failure to truthfully answer any question in the required registration application;

(2) Has failed to satisfy the standards and requirements contained in this article;

(3) Has failed to obtain required approvals from the state or obtain a city business tax receipt, if applicable; or

(4) Has received three orders of violation as determined by the special magistrate within the same fiscal year.

SECTION 9. Chapter 22, Article X, Division 3, Sec. 22-521(d) is hereby amended so the same shall read as follows:

Sec. 22-521. Enforcement of rental units.

(d) ~~Copies~~ Notification of all enforcement activities shall be provided to the city clerk's office.

SECTION 10. 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 11. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 12. This Ordinance shall take effect immediately upon passage.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Sara K. Hedges, Esq.
Interim 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. 23-051 was duly advertised by title only in the St. Lucie News Tribune on August 25, 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 September 5, 2023; and was duly introduced, read by title only, and passed on second and final reading on September 18, 2023, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 18th day of September, 2023.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

City Commission Meeting & Budget Hearing - 5:05 pm **13. e.**

Meeting Date: 09/05/2023

Re: Burton Annexation (Ave. Q)

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

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SUBJECT:

Legislative Hearing - Ordinance 23-052: Review and approval of an ordinance extending the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near approximately Avenue Q in Fort Pierce, Florida. The parcel ID is 2405-501-0131-000-4. FIRST READING

SUMMARY:

Project #: 23-02000007
Attached is an application for a Voluntary Annexation of one (1) parcel at or near Avenue Q in Fort Pierce, Florida. The parcel ID is 2405-501-0131-000-4. The subject parcel has a St. Lucie County Future Land Use designations of Residential Urban 5 du/ac (RU) and St. Lucie County Zoning designations of RS-4 Count. The applicant is proposing Future Land Use designations of Low Density Residential (RL) with a Zoning classification of Single Family Low-Density Residential Zone (R-1).

RECOMMENDATION:

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.
Staff recommends Approval for the proposed annexation

ALTERNATIVES:

- Approval
- Denial

RESPONSIBLE STAFF:

Kerry Charles - Planner

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance
Staff Presentation
Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/30/2023 10:58 AM

Form Started By: Kerry Charles
Started On: 08/15/2023 02:06 PM
Final Approval Date: 08/30/2023

ORDINANCE NO. 23-052

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR APPROXIMATELY **AVENUE Q** AND SHOWN ON EXHBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE FORT PIERCE ZONING DESIGNATION OF SINGLE-FAMILY LOW DENSITY; ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION OF LOW DENSITY; DIRECTING FILING OF THE ORIDNANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statues, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statues, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the estimated population of the annexation is zero (0); and

WHEREAS, the owner(s) have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their August 14, 2023, meeting voted unanimously to recommend approval of the annexation; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by hand-delivery to the St. Lucie County Administrator’s Office on August 16, 2023, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via hand-delivery, to the St. Lucie County Board of County Commissioners on August 16, 2023, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto, and incorporated herein; and the following property is hereby annexed into the City:

Parcel ID: 2405-501-0131-000-4

LEGAL DESCRIPTION:
SUNRISE PARK NO 1 BLK 6 E 1/2 OF LOT 19 AND ALL LOT 20-LESS S 10 FT-(0.22 AC)

Said property containing approximately 0.22 acres and being generally located at or near Avenue Q.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation of abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single Family Low Density Residential (R-1) and assigned a Future Land Use Designation of Low Density Residential (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. 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 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
Interim 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. 23-052 was duly advertised by title only in the St. Lucie News Tribune on Sunday, August 20, 2023 and Sunday, September 3, 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 September 5, 2023; and was duly introduced, read by title only, and passed on second and final reading September 18, 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 XX day of 2023.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A

LEGAL DESCRIPTION:

SUNRISE PARK NO 1 BLK 6 E 1/2 OF LOT 19 AND ALL LOT 20-LESS S 10 FT- (0.22 AC)

Territorial Limits Extension

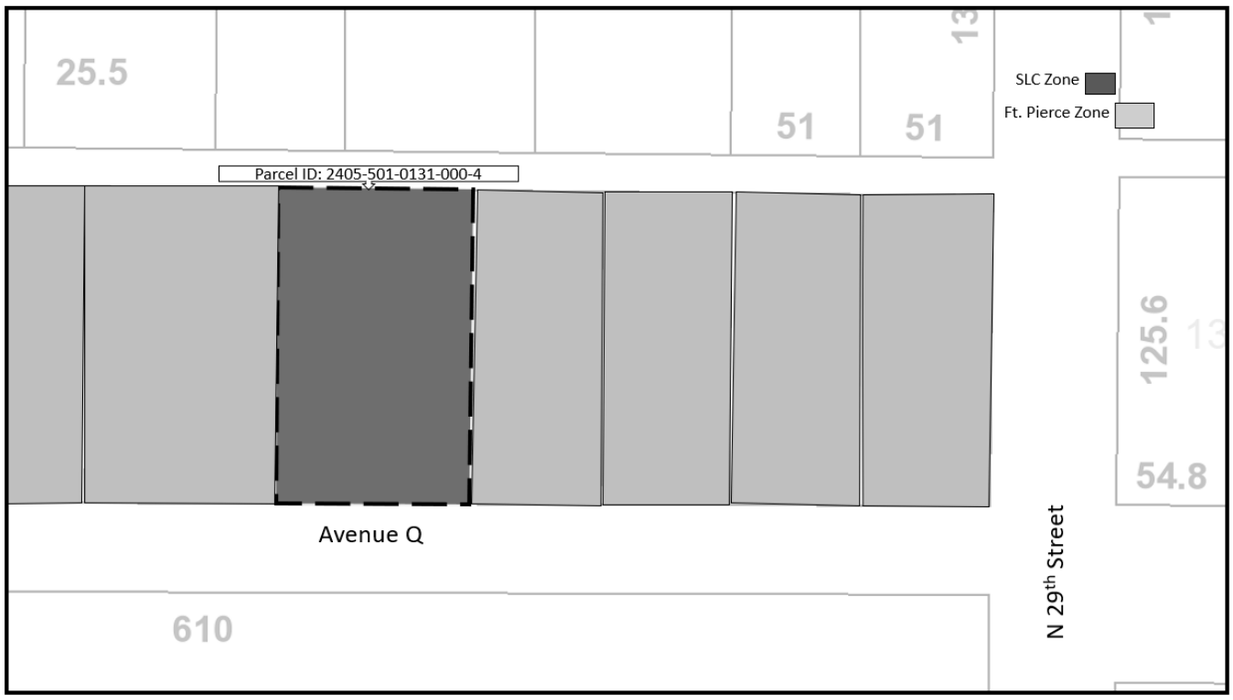
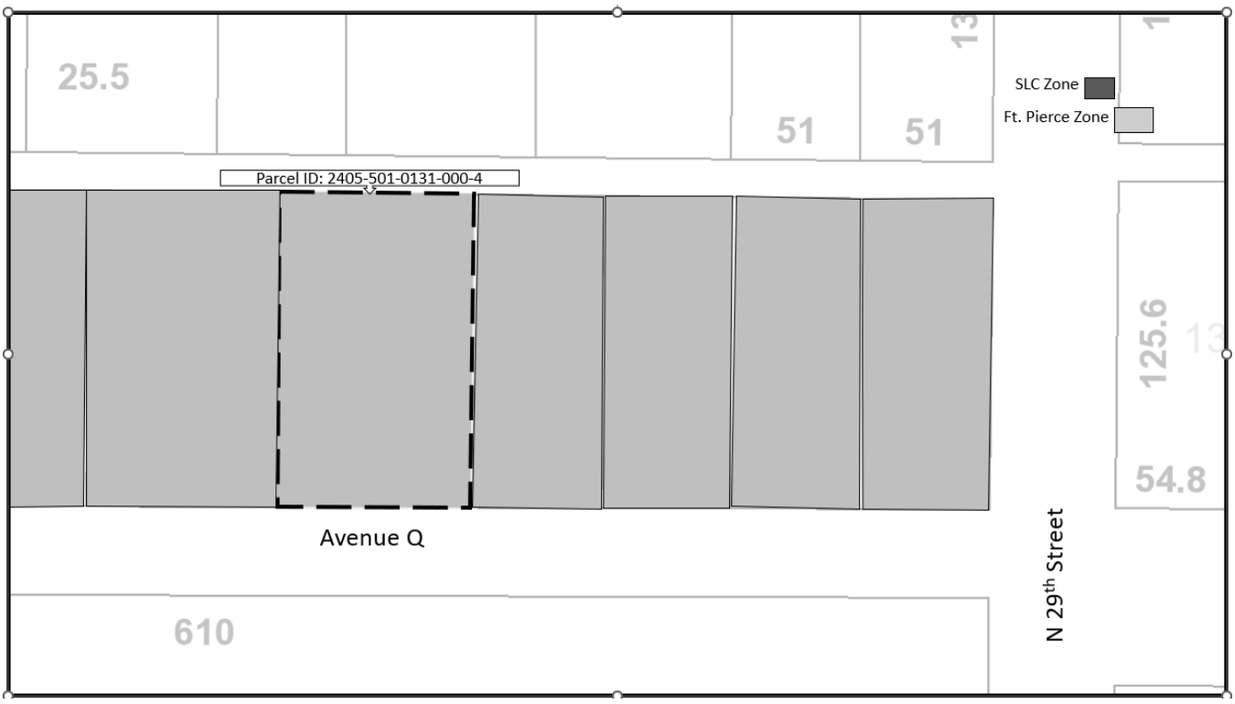


EXHIBIT B
Zoning & Future Land Use Designation Assignment



*The property to be annexed currently has a zoning of RS-4 (Residential, Single-Family-4) and a future land use of RU (Residential Urban). The property is being requested for the zoning to be modified to R-1 (Single Family Low Density) with a future land use of RL (Low Density Residential).

CITY OF FORT PIERCE

CITY COMMISSION

September 5th, 2023

Burton Annexation
At or near Avenue Q
1st Reading

APPLICANT

Patrick & Keniesha Burton

PROPERTY OWNER(S)

Patrick & Keniesha Burton

PARCEL ID #(S):

2405-501-0131-000-4

SUMMARY

Request for review of an application for a Voluntary Application for Annexation for one (1) parcel of land at or near Avenue Q.

BACKGROUND

The applicant is requesting a voluntary annexation of one (1) parcel at or near Avenue Q in Fort Pierce, Florida. The parcel ID is 2405-501-0131-000-4.

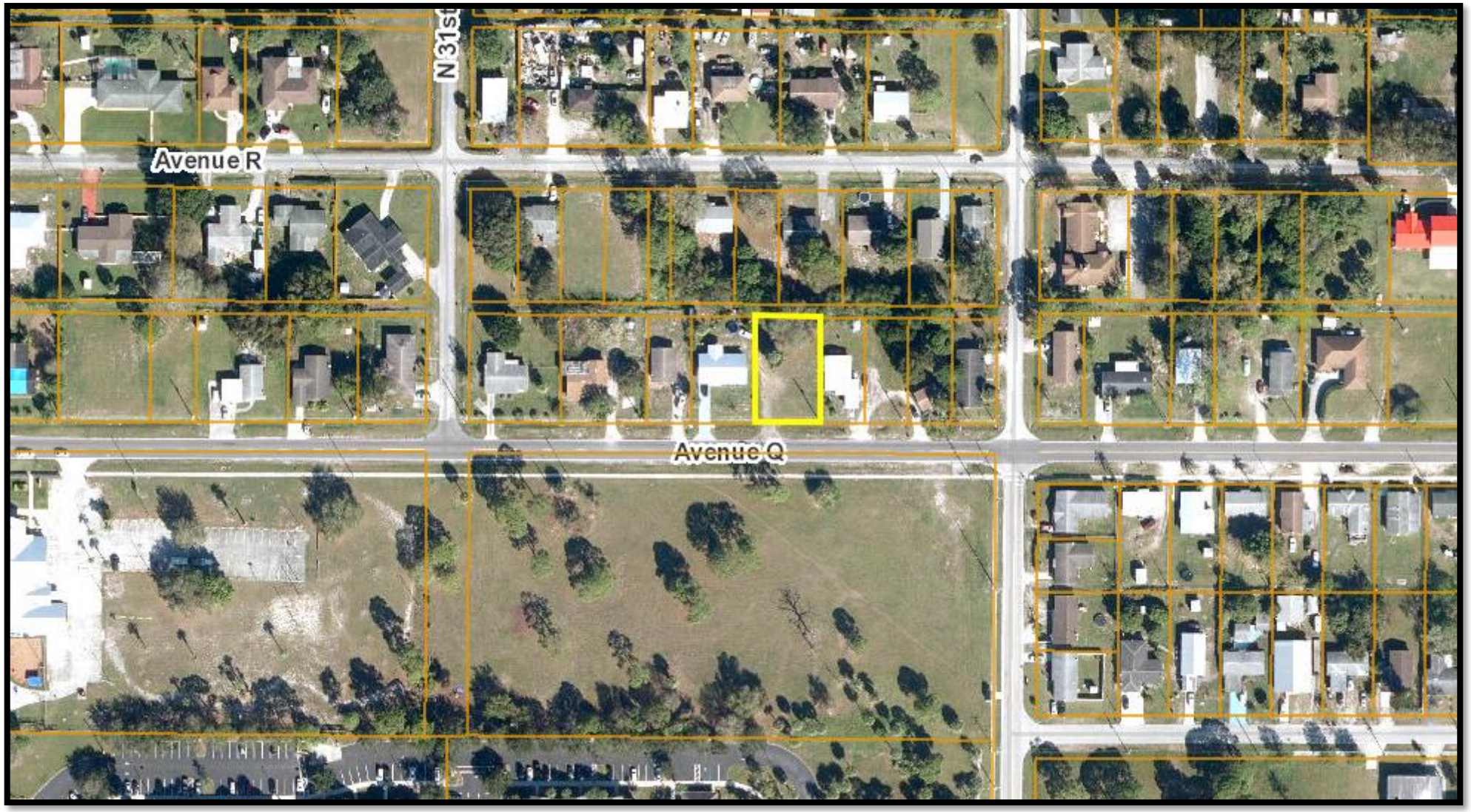
The subject property has St. Lucie County Future Land Use designations of Residential Urban 5 du/ac (RU) and a St. Lucie County Zoning designation of Residential, Single-Family, 4 du/ac (RS-4). The applicant is proposing Future Land Use designations of Low Density Residential (RL) with a Zoning classification of Single-Family Low Density Residential Zone (R-1).

COMPREHENSIVE PLAN

Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current value of the property is $25,000. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000. Currently the property is vacant.

SITE LOCATION



SITE AREA = Approximately 0.22 Acres

Burton ANNEXATION

EXISTING & PROPOSED FLU - ZONING

Current SLC FLU:
RU, Residential Urban 5 du/ac

Current SLC Zoning:
RS-4, Residential, Single-Family,
4 du/ac

Proposed
FLU: RL, Low Density Residential

Proposed Zoning:
R-1, Single-Family Low Density Zone

Burton ANNEXATION

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Planning Staff recommends approval of the proposed annexation.

At the August 14th meeting, the Planning Board voted unanimously to approve the annexation.

PB ACTIONS

- **Possible actions of the Planning Board:**

- Recommend APPROVAL of the proposed Annexation
  - Staff recommends approval

- Recommend DISAPPROVAL of the proposed Annexation

CITY OF FORT PIERCE

CITY COMMISSION

September 5th, 2023

Burton Annexation
At or near Avenue Q
1st Reading

CITY OF FORT PIERCE

CITY COMMISSION

September 5th, 2023

Burton Annexation
At or near Avenue Q
1st Reading

APPLICANT

Patrick & Keniesha Burton

PROPERTY OWNER(S)

Patrick & Keniesha Burton

PARCEL ID #(S):

2405-501-0131-000-4

SUMMARY

Request for review of an application for a Voluntary Application for Annexation for one (1) parcel of land at or near Avenue Q.

BACKGROUND

The applicant is requesting a voluntary annexation of one (1) parcel at or near Avenue Q in Fort Pierce, Florida. The parcel ID is 2405-501-0131-000-4.

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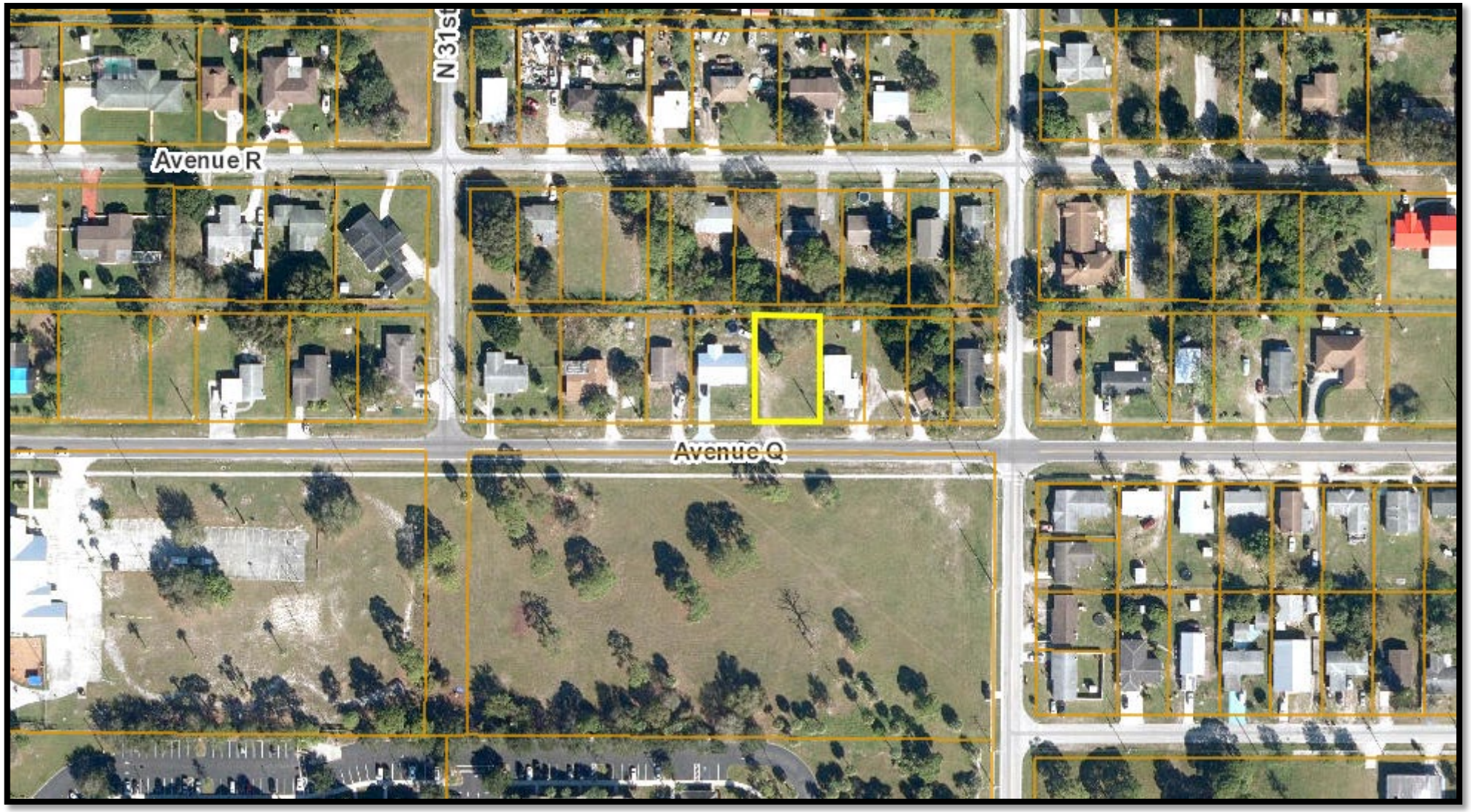

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Burton ANNEXATION

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Current SLC Zoning:
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Proposed
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Proposed Zoning:
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Burton ANNEXATION

STAFF RECOMMENTATION

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

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CITY OF FORT PIERCE

CITY COMMISSION

September 5th, 2023

Burton Annexation
At or near Avenue Q
1st Reading

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
JUN 09 2023
CITY OF FORT PIERCE
PLANNING & ZONING

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

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 (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
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In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: TBD Ave Q Fort Pierce, FL
2. Legal description of real property for which annexation is being requested:
   Sunrise Park NO 1 BLK 6E 1/2 OF LOT 19 AND ALL OF LOT 20-LESS S 10FT - (0.22 AC)

   Property Tax ID: 2405-501-0131-000-4
3. Size of described property: 76.5' x 136' (10,404 Square Feet)
4. Project description: New Construction of Single Family Home
5. Current St. Lucie County Future Land Use Designation: RU, 5 du/ac
6. Current St. Lucie County Zoning: RS-4 Count
7. Is this a Historic property? NO
8. Appraised value: $25,000
9. Name of Owner(s): Patrick Burton and Keniesha Burton

   Signature of Owner(s): Patrick Burton Keniesha Burton (Jun 3, 2023 12:58 EDT)
   Mailing Address: 1537 Running Oak Lane
   City Royal Palm Beach State FL Zip 33411
   Phone (561) 601-5884 Fax

10. Name of Representative: N/A

Signature of representative: _____
Mailing Address: _____
City) _____ State _____ Zip _____
Phone _____ Fax _____
E-mail: _____

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:

DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

Prepared by and return to:
Grace Ramirez
Partnership Title and Escrow, LLC
1663 South Congress Avenue
West Palm Beach, FL 33406
(561) 720-2225
File No 23-2486p

Parcel Identification No 2405-501-0131-000-4

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the **25th day of May, 2023** between **Borges All Stars Painting, Inc., a Florida Corporation A/K/A Borges Alls Stars Painting, Inc., a Florida Corporation**, whose post office address is **4471 Luxemburg Court, Suite 102, Lake Worth, FL 33467**, of the County of Palm Beach, State of Florida, Grantor, to **Patrick Burton and Keniesha L. Burton, husband and wife**, whose post office address is **1537 Running Oak Lane, Royal Palm Beach, FL 33411**, of the County of Palm Beach, State of Florida, Grantees:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situate, lying and being in St. Lucie, Florida, to-wit:

The East 1/2 of Lot 19 and all of Lot 20, Block 6, LESS the South 10 feet thereof, SUNRISE PARK #1, according to plat thereof as recorded in Plat Book 8, Page 42, of the Public Records of St Lucie County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantees that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS
PRINT NAME: Chrisley Jimenez

WITNESS
PRINT NAME: Nuno Marques

Borges All Stars Painting, Inc., a Florida Corporation A/K/A
Borges Alls Stars Painting, Inc., a Florida Corporation

By: _____
Miguel A. Borges De Leon, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 25th day of May, 2023 by Miguel A. Borges De Leon, President of Borges All Stars Painting, Inc., a FL Corporation A/K/A Borges Alls Stars Painting, Inc., a Florida Corporation on behalf of the Corporation.

Signature of Notary Public
Print, Type/Stamp Name of Notary

Notary Public State of Florida
Nuno Marques
My Commission HH 147420
Expires 09/08/2025

Personally known: _____
OR Produced Identification: ✓

Type of Identification Produced: FLDL

TYPE OF SURVEY:	BOUNDARY	PLOT PLAN	U/C TIE IN	FOUNDATION	FINAL
COMPLETED ON:	5-18-23				

LEGAL DESCRIPTION:

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Δ = DELTA OF CURVE
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● = SET 5/8" IRON REBAR WITH PLASTIC CAP "AJP PSM 6330"

N

30 0 15 30

GRAPHIC SCALE IN FEET
SCALE: 1" = 30'

SURVEYOR'S REPORT:

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2. UNLESS OTHERWISE NOTED ONLY PLATTED EASEMENTS ARE SHOWN HEREON.
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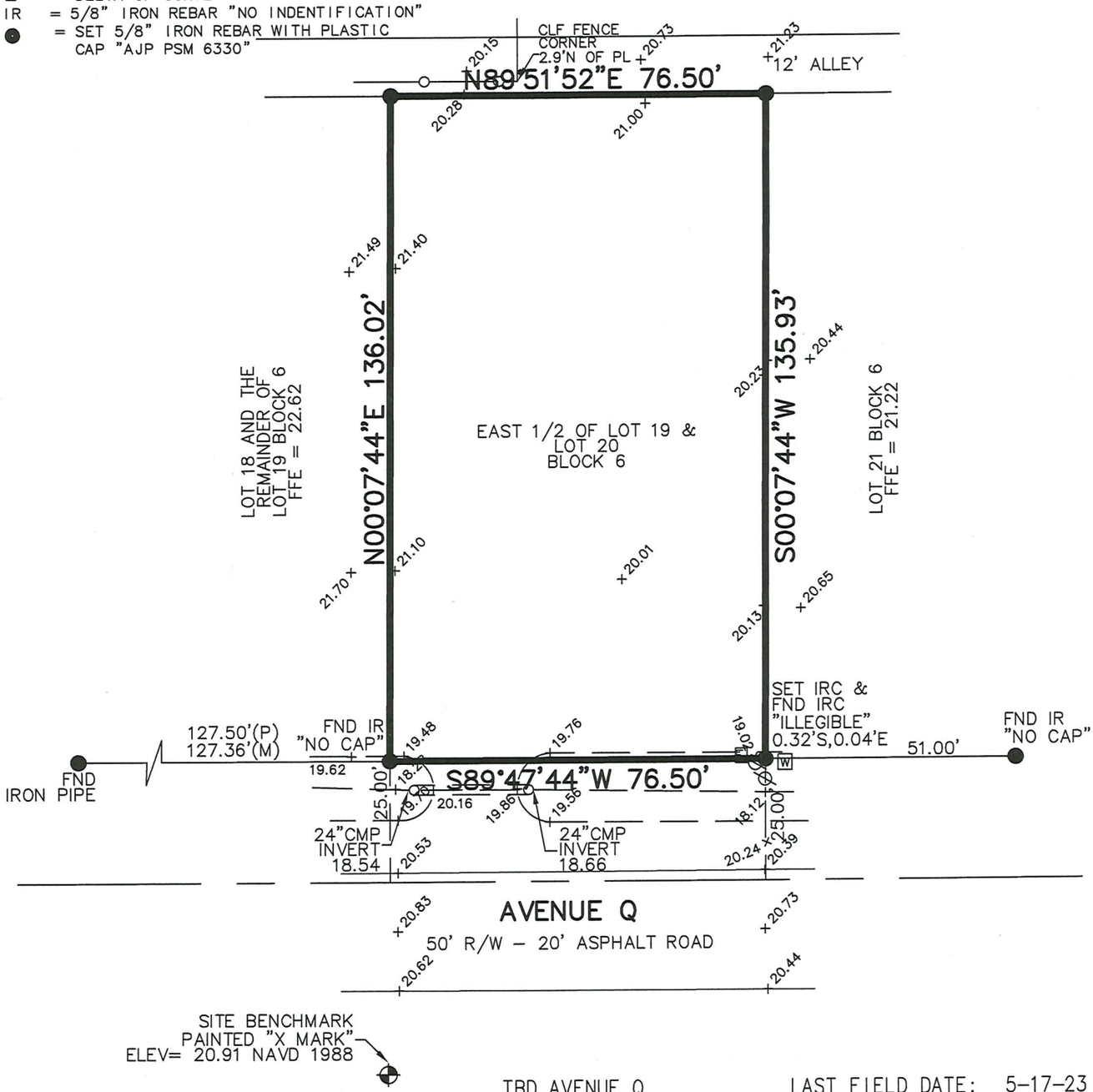

SCALE: 1"=30'	**ALEXANDER J. PIAZZA PSM, INC.**
DATE: 5-18-23	Surveying • Mapping • Consulting
DRAWN: LW	619 SW Biltmore Street
JOB NO.: 23-9987	Port St. Lucie, Florida 34983
	Phone: (772) 340-7770
	Fax: (772) 340-2250
	LB#7280
DATE:	REVISIONS:
FB/PG:	- - - -

CERTIFIED TO:
PATRICK AND KENIESHA BURTON

ALEXANDER J. PIAZZA
Professional Surveyor & Mapper
Florida Certificate No.: 6330

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
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City) _____ State _____ Zip _____
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File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

Prepared by and return to:
Grace Ramirez
Partnership Title and Escrow, LLC
1663 South Congress Avenue
West Palm Beach, FL 33406
(561) 720-2225
File No 23-2486p

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In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS
PRINT NAME: Chrisley Jimenez

WITNESS
PRINT NAME: Nuno Marques

Borges All Stars Painting, Inc., a Florida Corporation A/K/A
Borges Alls Stars Painting, Inc., a Florida Corporation

By: _____
Miguel A. Borges De Leon, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

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Signature of Notary Public
Print, Type/Stamp Name of Notary

Notary Public State of Florida
Nuno Marques
My Commission HH 147420
Expires 09/08/2025

Personally known: _____
OR Produced Identification: ✓

Type of Identification Produced: FLDL

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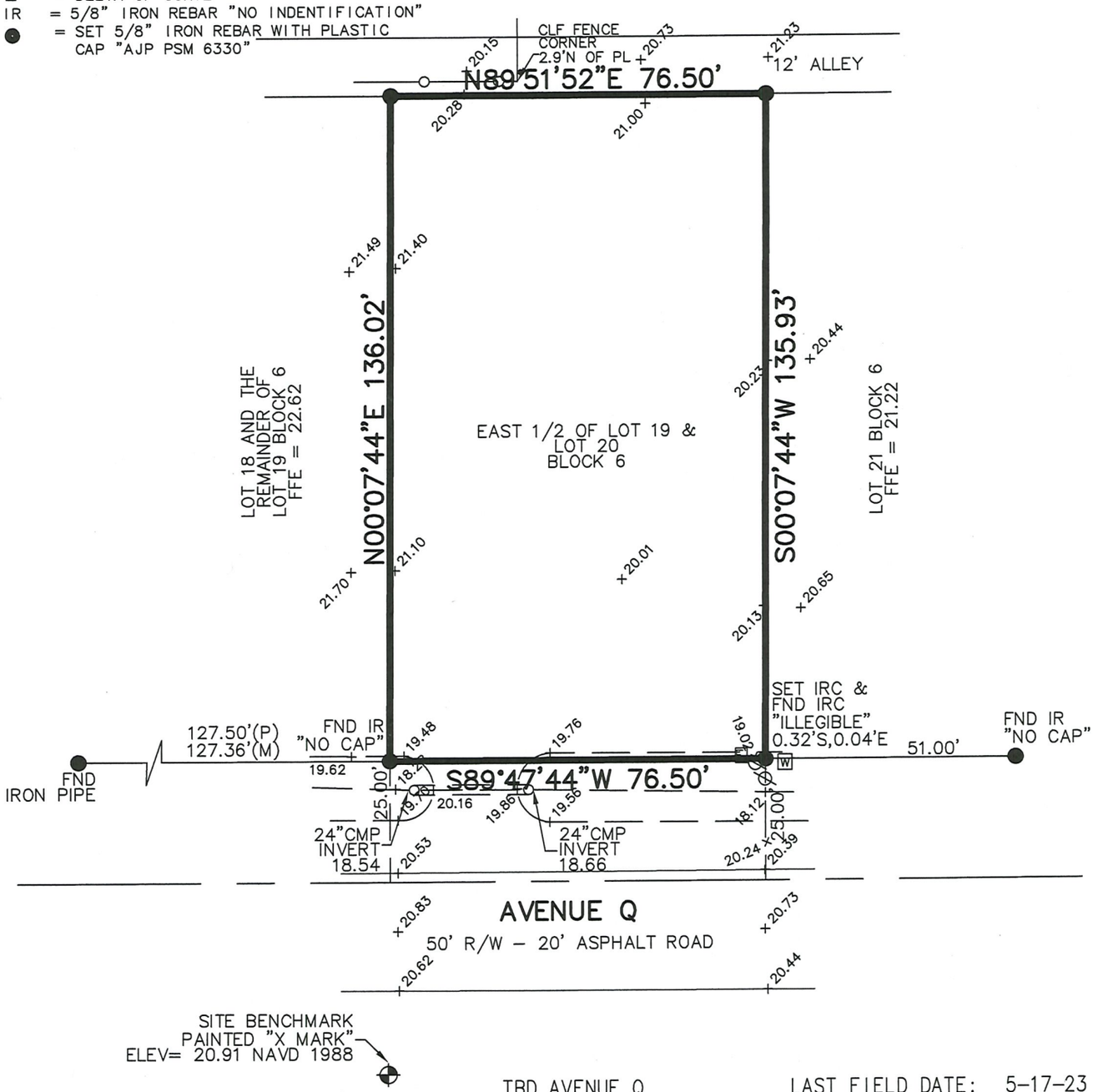

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PATRICK AND KENIESHA BURTON

ALEXANDER J. PIAZZA
Professional Surveyor & Mapper
Florida Certificate No.: 6330

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexations – Avenue Q - Parcel ID: 2405-501-0131-000-4

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 20th & September 3rd, 2023

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry Charles **TITLE:** Planner

SIGNATURE: **DATE:** August 18, 2023

City Commission Meeting & Budget Hearing - 5:05 pm **14. a.**

Meeting Date: 09/05/2023

Re: 909 N 13th Street

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 23-R47 Order and appeal of Special Magistrate Order on Case No. 96-6085 Code Enforcement Lien for property located at 909 N 13th Street.

SUMMARY:

The City has received a request of an appeal of the Special Magistrate Order on Code Enforcement Lien Reduction Hearing on June 21, 2023. The Order states that the liens amounting to the sum of $25,768.50 are hereby reduced to the amount of $5,000.00, inclusive of the $250.00 application fee, and the Owner shall pay to the City of Fort Pierce, Florida, at 100 N US Hwy '1 , Fort Pierce, FL 34950, said sum within 24 months of the date of this Order.

RECOMMENDATION:

The options are as follows based upon competent substantial evidence contained in the record provided and oral arguments of the appellant and staff:

- The City Commission affirms the Special Magistrate Order of June 17, 2023.
- The City Commission imposes the allowable appeal fee of $250.00 to be paid within 15 days of this order.
- The City Commission reverses the Order of the Special Magistrate and orders something different as specified.

ALTERNATIVES:

Noted above.

RESPONSIBLE STAFF:

Peggy Arraiz, Director of Community Response

COORDINATED WITH:

Linda W. Cox, City Clerk
Sara Hedges, Interim City Attorney

Fiscal Impact

OTHER INFORMATION:

Not calculated at this time.

Attachments

Draft Resolution AFFIRMING Decision
Draft Resolution REVERSING decision
Appeal Procedures
SM Appeal Record
Special Magistrate Hearing Video
Appeal Request
Notice of Hearing

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/06/2023 05:28 PM

Form Started By: Linda Cox
Started On: 07/27/2023 05:05 PM
Final Approval Date: 08/06/2023

RESOLUTION NO. 23-R47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA ISSUING AN ORDER OF FINDINGS BASED UPON COMPETENT SUBSTANTIAL EVIDENCE DETERMINED AT AN APPEAL HEARING HELD ON SEPTEMBER 5, 2023 FOR THE APPEAL OF THE SPECIAL MAGISTRATE DECISION ENTERED ON JUNE 27, 2023 FOR THE PROPERTY LOCATED AT 909 NORTH 13TH STREET, FORT PIERCE, FL, PID 2404-813-0032-000/5; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Fort Pierce established Rules of Procedures for the Special Magistrate by Resolution 22-R20; and

WHEREAS, the City of Fort Pierce established Appeal Hearing Procedures for the City Commission by Resolution 20-R19; and

WHEREAS, the Appellant, The Love Center Regeneration Ministries and Fellowship, Inc., filed a request for lien reduction that was heard by the Special Magistrate on June 21, 2023; and

WHEREAS, the Special Magistrate issued an order on June 27, 2023 in case Number 96-00006085 which provided for the reduction of fines from $25,518.50 to $5,000.00 payable in 24 months for the property located at 909 N 13th Street, PID 2404-813-0032-000/5, owned by The Love Center Regeneration Ministries and Fellowship, Inc.; and; and

WHEREAS, an appeal of the Special Magistrate decision entered on June 27, 2023 was timely filed with the City Clerk pursuant to Rule 12 of Resolution 22-R20 asking that the City Commission reduce the lien fees; and

WHEREAS, the City Commission held an appeal hearing at its public meeting on September 5, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. The record of the original hearing containing competent substantial evidence was received by the City Commission and oral arguments of the Appellant and staff were presented to the City Commission at its public meeting on September 5, 2023 in regards to the Order issued by the Special Magistrate on June 27, 2023.

SECTION 2. The City Commission, having reviewed the record of the original hearing and taken into account the arguments presented, hereby finds and orders as follows:

1. The City Commission affirms the Special Magistrate Order from June 27, 2023.

2. The City Commission imposes the allowable appeal fee of $250.00 to be paid within 15 days of this order.

SECTION 3. A certified copy of this Resolution shall be mailed to the Appellant by the City Clerk for the City of Fort Pierce, Florida.

SECTION 4. This Resolution shall be effective immediately upon final adoption by the City Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of September, 2023.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Sara Hedges
Interim City Attorney

RESOLUTION NO. 23-R47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA ISSUING AN ORDER OF FINDINGS BASED UPON COMPETENT SUBSTANTIAL EVIDENCE DETERMINED AT AN APPEAL HEARING HELD ON SEPTEMBER 5, 2023 FOR THE APPEAL OF THE SPECIAL MAGISTRATE DECISION ENTERED ON JUNE 27, 2023 FOR THE PROPERTY LOCATED AT 909 NORTH 13TH STREET, FORT PIERCE, FL, PID 2404-813-0032-000/5; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce established Rules of Procedures for the Special Magistrate by Resolution 22-R20; and

WHEREAS, the City of Fort Pierce established Appeal Hearing Procedures for the City Commission by Resolution 20-R19; and

WHEREAS, the Appellant, The Love Center Regeneration Ministries and Fellowship, Inc., filed a request for lien reduction that was heard by the Special Magistrate on June 21, 2023; and

WHEREAS, the Special Magistrate issued an order on June 27, 2023 in case Number 96-00006085 which provided for the reduction of fines from $25,518.50 to $5,000.00 payable in 24 months for the property located at 909 N 13th Street, PID 2404-813-0032-000/5, owned by The Love Center Regeneration Ministries and Fellowship, Inc.; and; and

WHEREAS, an appeal of the Special Magistrate decision entered on June 27, 2023 was timely filed with the City Clerk pursuant to Rule 12 of Resolution 22-R20 asking that the City Commission reduce the lien fees; and

WHEREAS, the City Commission held an appeal hearing at its public meeting on September 5, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. The record of the original hearing containing competent substantial evidence was received by the City Commission and oral arguments of the Appellant and staff were presented to the City Commission at its public meeting on September 5, 2023 in regards to the Order issued by the Special Magistrate on June 27, 2023.

SECTION 2. The City Commission, having reviewed the record of the original hearing and taken into account the arguments presented, hereby finds and orders as follows:

1. The City Commission reverses the Special Magistrate Order from June 27, 2023 and further orders _____ _____ _____.

2. The City Commission imposes the allowable appeal fee of $250.00 to be paid within 15 days of this order.

SECTION 3. A certified copy of this Resolution shall be mailed to the Appellant by the City Clerk for the City of Fort Pierce, Florida.

SECTION 4. This Resolution shall be effective immediately upon final adoption by the City Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of September, 2023

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Sara Hedges
Interim City Attorney

RESOLUTION NO. 20-R19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING APPELLATE PROCEDURES** FOR THE CITY COMMISSION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE**.**

WHEREAS, the City Commission recognizes the need for established legal procedures when appeal hearings are on the agenda; and

WHEREAS, the City Commission desires that this Resolution serve as the procedure for the City Commission to follow in conducting appeal proceedings; and

WHEREAS, the City Commission acknowledges that the procedures may be amended from time to time by resolution.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. When conducting appeal hearings, the City Commission shall follow the procedures as outlined in Exhibit "A."

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution 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 Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 16th day of March, 2020.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

_____
Peter J. Sweeney, Esq.
City Attorney

Exhibit "A"

APPEAL HEARING PROCEDURES
AND RULES FOR EX PARTE COMMUNICATIONS

I. Scope and Applicability. These procedures shall apply to all appeal hearings held by the City Commission.

II. Proceedings. The Mayor (hereafter, the "Presiding Officer") shall conduct the proceedings and maintain order. The City Attorney shall represent the City Commission, rule on all evidentiary and procedural issues and objections, and advise the City Commission as to the applicable law and necessary factual findings. Hearings shall be conducted with the appropriate decorum for an appeal. Formal rules of procedure shall not apply except as set forth herein; however, fundamental due process shall be accorded.

III. Unauthorized Communications. In all appeal hearings, all rulings must be based only upon the evidence presented in the record. Ex parte communications with City Commissioners in appeal matters are impermissible. In order to maintain fairness and remove any presumption of prejudice, the adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with City Commissioners:

A. The substance of any ex parte communication with a City Commissioner which relates to an appeal action pending before the Commission is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

B. A City Commissioner may read a written communication from any person. However, a written communication that relates to an appeal action pending before the Commission shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter.

C. City Commissioners should not conduct investigations and site visits and may not receive expert opinions regarding appeal actions pending before them.

D. Disclosure made pursuant to subparagraphs A, B and C must be made before or during the public meeting at which a vote is taken on such matters.

IV. Supporting Materials. The Appellant shall file its materials in support of its appeal with the City Clerk as provided in the Code of Ordinances. The City Clerk will work with the appropriate department to prepare the record from the original hearing. All documents shall be included on the agenda for the appeal.

V. Conduct of Hearing.

A. The Presiding Officer shall call the proceeding to order and announce that the hearing has begun.

B. The City Attorney or Presiding Officer shall explain the rules concerning procedure for the appellate argument and the record.

C. The order of the hearing shall be as follows:

1. The Appellant will go first and make an oral presentation as to why it should win the appeal. The oral presentation is limited to twenty (20) minutes and there are no additional witnesses, exhibits or evidence that may be introduced. The Appellant will make its argument based only on the materials submitted to the City Clerk, which have been attached to the agenda.

The Appellant has the option to reserve time for rebuttal after the staff presentation.

2. After the Appellant has completed its argument, Commissioners may ask as many questions of the Appellant as desired. There is no time limit for this portion of the hearing. Questions must be addressed to appellant's representative only; no additional information can be submitted; and questions are limited to the materials/record provided and the statements made by the presenter. This is the only time for questions of the Appellant and there is no opportunity to call the presenter back up.

3. A single member of City staff will have twenty (20) minutes to make an oral presentation and there are no additional witnesses, exhibits or evidence that will be introduced. City staff will make its argument based only on the materials submitted to the City Clerk and attached to the agenda.

4. After staff has completed its argument, Commissioners may ask as many questions of the individual staff member as desired. There is no time limit for this portion of the hearing. Questions must be addressed to the individual staff member only; no additional information can be submitted; and questions are limited to the materials/record provided and the statements made by the presenter. This is the only time for questions of staff and there is no opportunity to call staff back up.

5. After the Commission has completed questions of the City staff person, rebuttal will be heard if originally requested by the Appellant; rebuttal is limited to the amount of time it initially requested. After the Appellant has completed its rebuttal, each of the Commissioners may ask as many questions to the Appellant as you like based only upon the statements and materials provided.

6. At the conclusion of all arguments and questions, the City Commission will conduct open deliberations on the appeal. After deliberations, a vote shall be taken to affirm or reverse the decision of the lower board which is the subject of the appeal

VI. Standard of Proof. The decision of the City Commission to affirm or reverse a decision of a lower board shall be based upon competent substantial evidence contained in the record provided and the oral arguments of the appellant and staff. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

VII. Continuances and Deferrals. The City Commission shall consider requests for continuances made by City staff or Appellant and may grant continuances in its sole discretion.

VIII. Maintenance of Evidence and Other Documents. The Office of the City Clerk shall retain all of the evidence and documents presented at the hearing unless any such evidence is too large to be stored by the City Clerk or staff liaison. In that event, such evidence will be stored in the Planning Department.

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

CASE #: 96-6085

Violator: THE LOVE CENTER REGENERATION
MINISTRIES AND FELLOWSHIP INC
PO BOX 2384
FT PIERCE, FL 34954

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5212607 07/03/2023 08:41:41 AM
OR BOOK 5012 PAGE 250 - 250 Doc Type: ORD
RECORDING: $10.00

Property Address: 909 N 13TH ST
Tax ID #: 2404-813-0032-000/5
Legal Description: WILLIE JOHNSON S/D BLK 2 LOT 18 AND E 5 FT OF VAC ALLEY ADJ ON W

ORDER ON CODE ENFORCEMENT LIEN REDUCTION HEARING REDUCING AMOUNT OWED WITH REVERSION

THIS CAUSE came before the Special Magistrate on June 21, 2023, upon request of the Owner, THE LOVE CENTER REGENERATION pursuant to the Rules of Procedure of the Special Magistrate to request a reduction of the fines that accrued due to failure to comply with the Order Determining Violation that resulted in an Order Assessing Fine and Imposing Lien recorded in the public records in Book 3213 Page 761-762. The Special Magistrate, having heard testimony and having considered the evidence presented and arguments made and being otherwise advised in the premises, finds that:

1. The request qualifies for a reduction as provided for in the Rules of Procedure of the Special Magistrate; and
2. The liens, inclusive of all fines, any costs incurred by the City to provide remediation or abatement, plus the related administration charges have amount to the sum of $25,768.50; and
3. Sufficient testimony and evidence were presented to support a reduction in the incurred expenses.

Accordingly it is ORDERED as follows:

1. The liens amounting to the sum of $25,768.50 are hereby reduced to the amount of $5,000.00, inclusive of the $250.00 application fee, and the Owner shall pay to the City of Fort Pierce, Florida, at 100 N US Hwy 1, Fort Pierce, FL 34950, said sum within 24 months of the date of this Order.
2. If the Owner fails to pay to the City of Fort Pierce, Florida said sum of $5,000.00 within said time period, the amount owed by the Owner will revert back to the original amount of $25,768.50.
3. The Owner is responsible for notifying the Community Response Department of the City of Fort Pierce, Florida at 772-467-3720, when the above stated sum is paid.
4. The Owner has 30 days in which to appeal the decision of the Special Magistrate to the Fort Pierce City Commission.

DONE AND ORDERED this 27 day of June, 2023.

Fran O. Ross
Fran O. Ross, Esq., Special Magistrate

I CERTIFY THAT THE ABOVE ORDER WAS MAILED TO THE RESPONDENT ON THIS

27 DAY OF June, 2023.

Jenifer Crespo-Martinez, Code Enforcement Clerk

C0119184

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
APR 12 2023
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REDUCTION OF LIEN APPLICATION

A separate application must be submitted for each lien type.
When completing the application form, only complete the amounts due for the request type.

Date:	3/28/2023				
Property address:	909 N 13th St				
Owner(s) of record:	The Love Center Regeneration Ministries and Fellowship Inc				
Mailing address:	907 North 13th St. Ft. Pierce, Fl. 34950				
Property tax ID #:	2404-813-0031-000-8 2404-813-0032-000/5				
Original purchase date		Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☒ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Jerome Rhyant	Relationship to owner(s)	President		
Telephone #:	772-370-1995	E-Mail:	infogtruthministries.com		
Type of Lien	☒ Code Enforcement	☐ Lot Clearing / Nuisance Abatement		☐ Demolition	

TYPE OF FEE	AMOUNT DUE	AMOUNT OFFERED
Daily fine total (CODE LIENS ONLY) #96-6085	$ 25,500.00	$ 10,000.00
Recording Fees	$ 18.50	$
City incurred fees (MAY NOT BE REDUCED)	$	$
Administrative Fees	$	$
Interest	$	$
Penalties	$	$
TOTAL AMOUNT	$ 25,518.50	$ 10,000.00

Signature of Owner or Representative — 3-29-23 Date — Jerome Rhyant Printed Name

REQUEST FOR REDUCTION OF PENALTY –STATEMENT

I, Jerome Bryant, do hereby affirm that I am the owner of the property identified on this request or have provided proof from the owner to act on his/her behalf. I submit this statement in request for a reduction of the penalty imposed and in support offer the following:

The Love Center Regeneration Ministries And Fellowship Inc. President, Jerome Bryant, was never notified of fines or liens against the property, therefor we were unable to respond because we had NO knowledge. The Love Center has owned the property since Dec. 24th 1996. I am requesting a dismissal of all fines. Thank you.

PLEASE INITIAL:

☐ I acknowledge that I have been provided a copy of Rule 15 of the Rules of Procedure for the Special Magistrate.

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 15(B). I understand the requirements to be met and that I waive my right to a hearing before the Special Magistrate.

☑ I am requesting that my application for lien reduction be considered, and a determination made by the Special Magistrate

Signature: _____ Date: 3/29/23

FOR OFFICE USE ONLY: **RECEIVED DATE:** (STAMP)

OWNERSHIP INFORMATION:

☐ Copy of deed provided ☐ Proof of proxy YES / NO

REDUCTION TYPE:

☐ Code lien #_____ ☐ Nuisance abatement lien #_____ ☐ Demolition lien #_____

REQUEST TYPE:

☐ Fast Track ☐ Special Magistrate Review / Hearing date: _____

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

All requests for a reduction of a lien must comply with the following:

1. All code enforcement liens must be complied prior to the Department accepting the request.
2. The request must be made by the owner. If the request is made by any other interested party, written proof of permission to act on the owner's behalf must be provided.
3. You must provide a copy of your deed. If title was transferred via Special Warranty Deed or Warranty Deed, you are responsible for contacting the guaranteeing party to have the lien addressed.
4. Be specific when completing your statement. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income). Use extra pages if necessary.
5. Complete the application form and attach to your request. Multiple applications may be submitted with each request.
6. An application fee of $250.00 per request shall be applied when the request is finalized.
7. Requests for reduction of all liens imposed by the City of Fort Pierce are governed by Rule 15 of the City's Rules & Regulation for the Special Magistrate. A copy of the rule is attached to the application for your reference. A full copy of the Rules & Regulations can be found on the City's website or can be provided upon request.

Property Address: 909 N. 13th St. Fort Pierce, Fl. 34950

Parcel ID #:

Property Owner: The Love Center Regemption Ministries And Fellowship Inc.

Mailing Address: 907 N. 13th St. Fort Pierce, Fl. 34950

Telephone #: 772-460-2445 Cell Phone #: 772-370-1995

E-Mail Address: info@treetrimmersusa.com

Number of Applications: 1

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1520614 OR BOOK 1052 PAGE 0911
Recorded: 12-26-96 01:46 P.M.

* Doc Assump:	$	0.00
* Doc Tax :	$	0.70
* Int Tax :	$	0.00

(let) Love Center Regeneration Inc.
P.O. Box 2384
Ft. Pierce FL 34950

GENERAL WARRANTY DEED

THIS DEED, made on the 24 day of December, 1996 between Keilier B. Dixon, a.k.a. Gertrude B. Dixon whose Post Office Address is 10930 Pine Creek Lane, Pt. St. Lucie, Florida and Love Center Regeneration Ministries, Inc. (Grantee), whose Post office address is 1502 -Unit A, Delaware Ave. 34950 and whose Tax I.D. No. is 65-0618494,

WITNESSETH, that Grantor, for and in consideration of the sum of $ 0, (zero dollars) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, and assigns forever the following described land situated in St. Lucie County, Florida:

Lot 19, Block 2 Willie Johnson Subdivision & East 1/2 adjacent alley on West
OR Book 462 Page 887
911 N. 13th St.
Tax Parcel Identification No. 2402-813-0033-000/2
Which has an appraised value of $35,000

And Grantor covenants with Grantee that, except as noted, at the time of the delivery of this deed:

1. Grantor was well seized of the aforesaid premises;
2. Grantor had good right and title to convey;
3. The premises are free from all encumbrances to Grantee except as follows: "NONE"
4. Grantee shall have the peaceable and quiet possession thereof;
5. Grantor shall fully warrant the title and defend it against the lawful claims of all persons whomsoever; and
6. Grantor will make such further assurance to perfect the fee simple title in Grantee and Grantee's heirs, executors, administrators and assigns as may be reasonably required.

Signed in the presence of:

Witness Jerome Rhyant
350 Weatherbee Rd
Ft. Pierce FL 34982

Witness Irene Levette Dixon
5050 14th Ave S #2
St. Pete, FL 33707 (address)

Keilier B. Dixon
Grantor -Keilier B. Dixon
a.k.a. Gertrude B. Dixon

Ronald Lee Cason
My Commission CC581711
Expires Sep. 02, 2000

Ronald Cason
Notary Public, State of Florida
Print name: Ronald Cason Commission No.: CC581711
My commission expires: 9/2/2000

CODE ENFORCEMENT BOARD
CITY OF FORT PIERCE, FL

CASE NOS.: 96-6085

CITY OF FORT PIERCE BUILDING AND CODE ENFORCEMENT DEPARTMENT

Petitioner(s),

vs.

JEAN P. BAPTISTE
909 North 13th Street

Respondent.
_____/

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3493931 07/16/2010 at 09:01 AM
OR BOOK 3213 PAGE 761 - 762 Doc Type: ORD
RECORDING: $18.50

ORDER ON IMPOSITION OF LIEN

THIS CAUSE came before the Code Enforcement Board at its regular monthly meeting on February 11, 2009, upon the Petition of the Building and Code Enforcement Department for the City of Fort Pierce to impose a lien in accordance with CEB Rule 16 and Code Section 2-247. Having considered evidence through testimony and submission of documents, having further heard that the department recommends that the pending fine, otherwise $25,000.00, should be reduced to $250.00 upon condition that it be payable in 30 days, and the Respondent being in agreement with such recommendation, and being otherwise advised in the premises, the following findings of fact are made

1. After a period of noncompliance, the property came into compliance on December 17, 1997, at which time there was an accrued fine of $25,000.00.

2. The gravity of the original violation is deemed to be minor in character.

3. The original violation was committed and corrected by a prior owner of the property, not the current owner.

4. There are no other previous violations committed by Respondent.

A motion having been made and seconded upon and incorporating the above findings, **it is accordingly**

ORDERED that a lien be filed in the public records of the County in the sum of $25,000.00, except that such lien shall be deemed satisfied, extinguished, voided or rendered moot in the event the violator makes payment to the City in the sum of $250.00, in lieu of such lien amount, with said payment to be made within 30 days hereinafter, as declared on this 11th day of ~~June 2010.~~ February, 2009. (KB)

Thomas Knott, Chair
Code Enforcement Board

CERTIFICATE OF SERVICE

The undersigned certifies that a copy hereof has been furnished to all interested parties of record, including **JEAN P. BAPTISTE**, 11496 54th Street North, West Palm Beach, FL 33411 on the 16th day of ~~June~~ July (KB) 2010.

Board Representative

Special Magistrate Hearing 9.A.
Meeting Date: 06/21/2023

Information
SUBJECT:

96-6085 CE	909 N 13th St	Love Center Regeneration Ministries and Fellowship Inc	Peggy Arraiz

CASE INFORMATION:

Case Initiated:	October 29, 1996	Type of Presentation:	Request for Rehearing

OWNER:

OWNER: The Love Center Regeneration Ministries and Fellowship Inc PO Box 2384 Fort Pierce, FL 34954	

VIOLATIONS:
Code Enforcement Lien

FINDINGS/ORDER:

LIEN TYPE: CE LIEN	**AMOUNT DUE**	**APPLICANT REQUEST**	**STAFF RECOMMENDATION**
CITY INCURRED FEES	$25,500.00	$0.00	$10,000.00
RECORDING FEES	$18.50	$0.00	$0.00
SM HEARING FEE	$250.00	$0.00	$250.00
TOTAL DUE	**$25,768.50**	$0.00	$10,250.00

ACTION DATES:
April 12, 2023 - Request for Reduction received
April 19, 2023 - Special Magistrate ordered the liens totaling $25,768.50 be reduced to $5,000.00 payable in 24 months.
Review of the case found that the seven criteria to be considered were not verbally expressed to be included in the record.

RECOMMENDATION:
Staff recommends vacating the original order dated April 24, 2023, and upon the rehearing, Staff recommends reducing the liens totaling $25,768.50 be reduced to $10,250.00 payable in 24 months.

Attachments
Request

Property Card
Map
Lien
Property Card from 2009
Administration Costs
7 Criteria

Form Review

Form Started By: Katherine Calderon Started On: 04/12/2023 08:33 AM
Final Approval Date: 06/02/2023

PROPERTY RECORD CARD

Jean P Bapiste Record: 1 of 1 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address:	909 N 13th St	ParcelID:	2404-813-0032-000-5
Sec/Town/Range:	04 :35S :40E	Account #:	17890
Map ID:	24/04H	Land Use:	Vac Res
Zoning:	C2	City/Cnty:	FORT PIERCE

Ownership and Mailing

Owner: Jean P Bapiste
Address: 11496 54th St North
West Palm Beach FL 33411

Legal Description

WILLIE JOHNSON S/D BLK 2 LOT 18 AND E 5 FT OF VAC ALLEY ADJ ON W (ORDN J-206 OR 1036-1522) (OR 2320-
More...

Sales Information

Date	Price	Code	Deed	Book/Page
7/18/2005	54000	00	WD	2380 / 0823
7/18/2005	85000	00	WD	2320 / 2062
4/26/2004		02	OA	1955 / 0066
3/10/1994	0	02	PR	0891 / 0974

Assessment 2008 Final

2008 Final:	6200
Assessed:	6200
Ag.Credit:	0
Exempt:	0
Taxable:	6200
Taxes:	144.03

Total Land and Building

Land Value:	6200 Acres: 0.15
Building Value:	0
Finished Area:	0 SqFt

BUILDING INFORMATION

No Sketch Available

Exterior Features

View:	-	RoofCover:	-	RoofStruct:	-
ExtType:	-	YearBlt:		Frame:	-
Grade:	-	EffYrBlt:		PrimeWall:	-
StoryHght:	-	No.Units:		SecWall:	-

Interior Features

BedRooms:		Electric:	-	PrmIntWall:	-
FullBath:		HeatType:	-	AvgHt/Fl:	
1/2Bath:		HeatFuel:	-	Prm.Flors:	-
%A/C:		%Heated:		%Sprinkled:	

Special Features and Yard Items

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.

Land Information

No.	Land Use	Type	Measure	Depth
1	0000-Vac Res	Bl -Front Ft	50	130

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

Saint Lucie County Property Appraiser

4/18/2023

Comparable Search

Street Centerline

Freeway

Highway

Major Arterial

Minor Arterial

Collector

Ramp

Local

Other

FP Zoning

ROW

AG1

AR1

C-1

C-2

C-3

C-4

C-5

C-6

1:564

0 20 40 80 ft

0 5 10 20 m

Sanborn, FDOR

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 907 N 13th ST
Sec/Town/Range: 04/35S/40E
Parcel ID: 2404-813-0031-000-8
Jurisdiction: Fort Pierce

Use Type: 7100
Account #: 17889
Map ID: 24/04S
Zoning: Planned Un

Ownership

The Love Center Regeneration Ministries
and Fellowship Inc

PO Box 2384
Fort Pierce, FL 34954

Legal Description

WILLIE JOHNSON S/D BLK 2 LOTS 17, 18, 19, 20, 21 AND 22 AND VAC ALLEY LYG BTW LOTS AND LOT 23 AND W 5 FT OF VAC ALLEY ADJ ON E (1.18 AC - 51,401 SF) (ORDN J-206 OR 1036-1522) (OR 1036-1522: 1052-911,1443: 1118-1905: 1443: 2780-1338, 1339: 3055-2197)

Current Values

Just/Market Value:	$864,800
Assessed Value:	$632,346
Exemptions:	$632,346
Taxable Value:	$0

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	13,950
Gross Sketched Area (SF):	15,553
Land Size (acres):	1.18
Land Size (SF):	51,401

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Administrative Cost Estimator

04/19/2023

Property Address: 909 N 13th Street (96-6085)

Date case originated: 10/29/1996

Date case complied: 12/17/1997

Total time: #NAME? months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	1
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.53	5	$2.65
Certified Mail:	$7.05	2	$14.10
Photographs (per page)	$0.50	17	$8.50
Filing Fees (add 1 fee for Release of Lien)	$10.00	1	$10.00
Months Open	$50.00	13	$650.00

Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00	0	$0.00

Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Director of Community Response	$75.00	1	$75.00

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	$125.00	1	$125.00

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	$150.00	3	$450.00

Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Special Magistrate Meeting	$250.00	1	$250.00

Fee set by the City Commission

Total Estimated Cost: $1,735.25

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

LIEN REDUCTION REQUEST HEARING
RULE 17 CRITERIA

Case #: 96-00006085

Violator: THE LOVE CENTER REGENERATION

Address: 909 N 13TH ST

1.) The gravity or seriousness of the violation	Minor
2a.) Any and all actions taken by the violator to correct the violation(s); OR	Corrected by prior owner
2b.) If the violations were not corrected by the original violator, what action was taken by any other owner or interested party to bring the violation into compliance	Building was remodeled
3.) The length of time necessary to bring the property into compliance	6 months
4.) The number of times the violator was previously found in violation by either the CEB, SM or other judicial process or otherwise admitted guilt in any such proceedings	None
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition	None
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship	N/A
7.) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the City owned by the respondent	Active LC on 3111 Avenue D

C0118821

July 20, 2023

RE: NOTICE OF APPEAL – CASE # 96-6085

To Whom It May Concern:

This serves as a Notice of Appeal on Case #6085 regarding the Order on Code Enforcement Lien Reduction Done and Ordered on June 27th, 2023.

Thank you in advance for your attention to this matter.

Sincerely,

Jerome Rhyant

Jerome Rhyant
Owner/The Love Center Regeneration
Email: info@treetrimmersusa.com
Cell: 772-359-2337

/fjs

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

July 28, 2023

Mr. Jerome Rhyant
Love Center Regeneration Ministries and Fellowship, Inc.
P.O. Box 2384
Fort Pierce, FL 34954
info@treetrimmersusa.com

Re: Appeal of Case #96-6085 –909 N 13th Street Lot Clearing Lien

Dear Mr. Rhyant:

We are in receipt of your request for an appeal of the Special Magistrate decision of June 21, 2023. The appeal hearing has been scheduled before the City Commission of the City of Fort Pierce, Florida on Tuesday, September 5, 2023, at their meeting which begins at 5:05 p.m., in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

For your convenience, attached please find Resolution 20-R19 establishing appellate procedures for the City Commission. Please be sure to carefully review and familiarize yourself with the procedures for the hearing.

The record of the Special Magistrate hearing upon which the appeal is based, along with your request for appeal, has been assembled by the City Clerk and will be attached to the agenda item. No additional evidence is permitted to be submitted.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

City Commission Meeting & Budget Hearing - 5:05 pm **14. b.**

Meeting Date: 09/05/2023

Re: Resolution 23-R48: Amend Solid Waste Administrative Guidelines & Approval of Fees

Submitted For: Mike Reals, Public Works Manager, Public Works

---

SUBJECT:

Resolution 23-R48 approving the adoption of the amended Solid Waste Administrative Guidelines and the schedule of fees for the collection and disposal of garbage and trash.

SUMMARY:

Seeking approval to increase fees for the collection and disposal of garbage and trash as stated in Resolution No. 23-R48.

RECOMMENDATION:

Approve Resolution No. 23-R48, establishing the amended Solid Waste Guidelines for the schedule of fees for collection and disposal of garbage and trash.

ALTERNATIVES:

Staff will proceed as directed by the Commission

RESPONSIBLE STAFF:

Public Works Department, Solid Waste Division

COORDINATED WITH:

City Clerk
City Attorney

Fiscal Impact

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

OTHER INFORMATION:

There will be no fiscal impact to the City from this agenda item. The City will receive income due to the increased fees, if approved.

Attachments

Resolution No. 23-R48

City of Fort Pierce Solid Waste Administrative Guidelines 2023 Clean Copy

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/24/2023 09:14 AM

Form Started By: Mike Reals
Started On: 08/23/2023 07:27 AM
Final Approval Date: 08/24/2023

RESOLUTION NO. 23-R48

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING THE **SOLID WASTE ADMINISTRATIVE GUIDELINES AND APPROVING THE SCHEDULE OF FEES FOR COLLECTION AND DISPOSAL OF GARBAGE AND TRASH** IN ACCORDANCE WITH SECTION 30-33 OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 30-33, Fees – Current Schedule, of the Code of Ordinances of the City of Fort Pierce, Florida, states: "All fees due and payable to the city for services rendered is the collection and disposal of garbage and trash shall be in the amount established by resolution. The currently prevailing schedule of fees shall be available for public inspection at the office of the city clerk"; and

WHEREAS, on August 21, 2017, the City Commission of the City of Fort Pierce adopted Resolution No. 17-R28 amending the Solid Waste Administrative Guidelines; and

WHEREAS, on July 10, 2023, the City Commission discussed the need for an increase to the current fee schedule.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The City Commission does hereby adopt and ratify the **Solid Waste Administrative Guidelines** and the fees incorporated therein for collection and disposal of garbage and trash**,** as set out and attached in Exhibit "A".

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution 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 Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This resolution shall become effective October 01, 2023.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2023.

_____
LINDA HUDSON, MAYOR
COMMISSIONER

ATTEST:

_____
LINDA COX, CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS

_____

SARA HEDGES, INTERIM CITY ATTORNEY

EXHIBIT "A"
CITY OF FORT PIERCE

SOLID WASTE ADMINISTRATIVE GUIDELINES

OCTOBER 01, 2023

FEES - AMOUNTS

GENERAL. Fees due and payable to the city for services rendered in the collection and disposal of garbage and trash and/or for the availability of service. Charges for the collection and disposal of garbage and trash shall be as follows:

(a) SINGLE-FAMILY AND DUPLEX DWELLINGS. Garbage collection, (household) two (2) times per week (1 can), Trash collection (yard waste, grass, leaves & limbs) one (1) time per week (1 can).

(1) Single-family dwelling (any building on one parcel of land with a room or group of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used by one or more persons as a separate household establishment): $25.46 per month.

(2) Duplex dwelling (any building on one parcel of land that contains two (2) sets of rooms or groups of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used as two (2) separate living units): $25.46 per month per unit.

(b) MOBILE HOME. A mobile home is defined as a trailer equipped with facilities for the storage and preparation of food for consumption and designed for or used by one or more persons as a separate household establishment. Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, one (1) time per week (1 can).

(1) Where collection is made from residential refuse containers at each mobile home: $25.46 per month per unit.

(2) Where a mechanical dumpster is used the rates shall be the same as shown under "mechanical dumpsters".

(C) MULTIPLE-FAMILY DWELLING. A multiple-family dwelling shall be defined as any building on one parcel of land that contains from three (3) to fifteen (15) sets of rooms or groups of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used by one or more persons living as a household establishment. Living units in condominium, cooperative or jointly owned buildings shall be treated, for the calculation of collection fees, as multiple-family dwellings: Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, one (1) time per week (1 can).

$22.98 per month per unit **minimum**. Where a mechanical dumpster is used the rates shall be the same as those shown under "mechanical dumpsters." Multiple-family developments containing sixteen (16) or more sets of rooms or groups of rooms are required to use a mechanical dumpster. Rate for service exceeding 2 times per week shall be $8.47 per cubic yard. Additional day shall be determined by the City.

(d) OPTIONS FOR ENHANCED SERVICE BY WAY OF AN ADDITIONAL CONTAINER OR CONTAINERS.

(1) Garbage service - a second or more, green garbage container for collection - $18.33 per month per container.

(2) Yard trash - a second or more, black horticultural container for collection - $7.13 per month per container.

(e) COMMERCIAL CUSTOMERS. Commercial customers shall be identified as but not limited to all office buildings, stores, filling stations, service establishments, light industries, schools, churches, clubs, lodges, motels, laundries, hotels, public buildings, food services and lodging establishments. The charge shall be based upon the volume of refuse and trash accumulated, ease of accessibility to the collection crew and the time required for collection. Customers requiring multiple billings will be charged a monthly fee of $1.00 for each bill.

(1) Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, one (1) time per week (1 can). $31.75 per residential type refuse container per month.

(f) MECHANICAL DUMPSTERS. If weight consistently exceeds seventy-five (75 lbs) per cubic yard for non-compacted waste or two hundred sixty-two pounds (262 lbs) per cubic yard for compactors the Department of Solid Waste shall add a surcharge of $.0337 per pound for weights exceeding these numbers. Cost per month, which includes furnishing and emptying dumpsters as per schedule:

(1) Compactors shall be charged at 3.5 times these rates.

TIMES EMPTIED PER WEEK	2 CUBIC YARDS	4 CUBIC YARDS	6 CUBIC YARDS	8 CUBIC YARDS
1	$91.33	$157.34	$209.93	$252.83
2	$182.66	$314.68	$419.86	$505.66
3	$273.99	$472.02	$629.79	$758.49
4	$365.32	$629.36	$839.72	$1,011.32
5	$456.65	$786.70	$1,049.65	$1,264.15
6	$547.98	$944.04	$1,259.58	$1,516.98

Monthly rate for opening and closing gate shall be computed at $25.00 per service.

Monthly rate to roll out a residential dumpster shall be computed at $50.00 per service (2 yd and 4 yd only). 50 ft maximum distance.

Enclosure to be minimum,12 feet X 12 feet.

Dumpster access to be maximum 30 degrees from travel way.

(2) CHARGES FOR EMPTYING MORE OFTEN THAN SCHEDULED. $11.68 per cubic yard, with a minimum charge of $31.35 per pickup, will be charged for each additional time the dumpster is emptied above the scheduled frequency of emptying. The level of service for residential or commercial establishments utilizing dumpsters shall be determined by the city with notification to customer.

(3) RESIDENTIAL REFUSE CONTAINERS. Cost per month, which includes furnishing and emptying containers as per schedule:

(1) Georgia Avenue North to City Limits & South Beach — Monday & Thursday

(2) Georgia Avenue South to City Limits — Tuesday & Friday

(g) INDUSTRIAL CUSTOMERS. Industrial customers who generate industrial waste will be so defined by the Director of Solid Waste and subject to the approval of the City Manager. Customers so defined will not be subject to a collection charge if service is not rendered.

(h) PUBLIC HOUSING AUTHORITY. Units owned, leased or operated by the Public Housing Authority shall pay the following rates:

(1) Where refuse is collected in a manner similar to a single-family and duplex dwelling: $25.46 per month.

(2) Where refuse is collected by means of a dumpster: (rates will be those set under "mechanical dumpster" section.)

(i) TRASH AND TIRE PICKUP.

"All trash, as herein defined, which is not containerized either by design or nature shall be picked up by the City for the following charges:

I. Trash - $57.13 minimum charge for curbside pickup of trash not exceeding five (5) cubic yards;

II. $114.26 for each load containing from five (5) cubic yards to ten (10) cubic yards;

III. $171.39 for each load containing from ten (10) cubic yards to fifteen (15) cubic yards;

IV. $228.52 for each load containing from fifteen (15) cubic yards to twenty (20) cubic yards;

V. Automotive Tires - $63.48 per pickup not to exceed four (4) tires.

(k) RESIDENTIAL RECYCLING.

Service for single family, duplex and triplex $3.58 per month.

EXHIBIT "A"
CITY OF FORT PIERCE

SOLID WASTE ADMINISTRATIVE GUIDELINES

OCTOBER 01, ~~2017~~ 2023

FEES - AMOUNTS
26

GENERAL. Fees due and payable to the city for services rendered in the collection and disposal of garbage and trash and/or for the availability of service. Charges for the collection and disposal of garbage and trash shall be as follows:

(a) SINGLE-FAMILY AND DUPLEX DWELLINGS. Garbage collection, (household) two (2) times per week (1 can), Trash collection (yard waste, grass, leaves & limbs) one (1) time per week (1 can).

(1) Single-family dwelling (any building on one parcel of land with a room or group of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used by one or more persons as a separate household establishment): ~~$22.14~~ $25.46 per month.

(2) Duplex dwelling (any building on one parcel of land that contains two (2) sets of rooms or groups of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used as two (2) separate living units): ~~$22.14~~ $25.46 per month per unit.

(b) MOBILE HOME. A mobile home is defined as a trailer equipped with facilities for the storage and preparation of food for consumption and designed for or used by one or more persons as a separate household establishment. Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, one (1) time per week (1 can).

(1) Where collection is made from residential refuse containers at each mobile home: ~~$22.14~~ $25.46 per month per unit.

(2) Where a mechanical dumpster is used the rates shall be the same as shown under "mechanical dumpsters".

(C) MULTIPLE-FAMILY DWELLING. A multiple-family dwelling shall be defined as any building on one parcel of land that contains from three (3) to fifteen (15) sets of rooms or groups of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used by one or more persons living as a household establishment. Living units in condominium, cooperative or jointly owned buildings shall be treated, for the calculation of collection fees, as multiple-family dwellings: Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, one (1) time per week (1 can).

~~$19.99~~ $22.98 per month per unit **minimum**. Where a mechanical dumpster is used the rates shall be the same as those shown under "mechanical dumpsters." Multiple-family developments containing sixteen (16) or more sets of rooms or groups of rooms are required to use a mechanical dumpster. Rate for service exceeding 2 times per week shall be $8.47 per cubic yard. Additional day shall be determined by the City.

(d) OPTIONS FOR ENHANCED SERVICE BY WAY OF AN ADDITIONAL CONTAINER OR CONTAINERS.

(1) Garbage service - a second or more, green garbage container for collection - ~~$15.94~~ $18.33 per month per container.

(2) Yard trash - a second or more, black horticultural container for collection - ~~$6.20~~ $7.13 per month per container.

(e) COMMERCIAL CUSTOMERS. Commercial customers shall be identified as but not limited to all office buildings, stores, filling stations, service establishments, light industries, schools, churches, clubs, lodges, motels, laundries, hotels, public buildings, food services and lodging establishments. The charge shall be based upon the volume of refuse and trash accumulated, ease of accessibility to the collection crew and the time required for collection. Customers requiring multiple billings will be charged a monthly fee of $1.00 for each bill.

(1) Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, one (1) time per week (1 can). ~~$26.46~~ $31.75 per residential type refuse container per month.

(f) MECHANICAL DUMPSTERS. If weight consistently exceeds seventy-five (75 lbs) per cubic yard for non-compacted waste or two hundred sixty-two pounds (262 lbs) per cubic yard for compactors the Department of Solid Waste shall add a surcharge of $.0337 per pound for weights exceeding these numbers. Cost per month, which includes furnishing and emptying dumpsters as per

schedule:

(1) Compactors shall be charged at 3.5 times these rates.

TIMES EMPTIED PER WEEK	2 CUBIC YARDS	4 CUBIC YARDS	6 CUBIC YARDS	8 CUBIC YARDS
1	~~$76.11~~ $91.33	~~$131.12~~ $157.34	~~$174.94~~ $209.93	~~$210.69~~ $252.83
2	~~$138.36~~ $182.66	~~$238.81~~ $314.68	~~$319.06~~ $419.86	~~$384.79~~ $505.66
3	~~$207.54~~ $273.99	~~$358.21~~ $472.02	~~$478.58~~ $629.79	~~$577.19~~ $758.49
4	~~$276.72~~ $365.32	~~$477.63~~ $629.36	~~$626.60~~ $839.72	~~$769.60~~ $1,011.32
5	~~$345.91~~ $456.65	~~$597.03~~ $786.70	~~$797.65~~ $1,049.65	~~$962.00~~ $1,264.15
6	~~$415.08~~ $547.98	~~$716.44~~ $944.04	~~957.20~~ $1,259.58	~~$1154.38~~ $1,516.98

Monthly rate for opening and closing gate shall be computed at $25.00 per service.

Monthly rate to roll out a residential dumpster shall be computed at $50.00 per service (2 yd and 4 yd only). 50 ft maximum distance.

Enclosure to be minimum,12 feet X 12 feet.

Dumpster access to be maximum 30 degrees from travel way.

(2) CHARGES FOR EMPTYING MORE OFTEN THAN SCHEDULED. $9.74 per cubic yard, with a minimum charge of $26.13 per pickup, will be charged for each additional time the dumpster is emptied above the scheduled frequency of emptying. The level of service for residential or commercial establishments utilizing dumpsters shall be determined by the city with notification to customer.

(3) RESIDENTIAL REFUSE CONTAINERS. Cost per month, which includes furnishing and emptying containers as per schedule:

(1) ~~Orange~~ Georgia Avenue North to City Limits & South Beach — Monday & Friday

(2) ~~Orange~~ Georgia Avenue South to City Limits — Tuesday & Friday

(g) INDUSTRIAL CUSTOMERS. Industrial customers who generate industrial waste will be so defined by the Director of Solid Waste and subject to the approval of the City Manager. Customers so defined will not be subject to a collection charge if service is not rendered.

(h) PUBLIC HOUSING AUTHORITY. Units owned, leased or operated by the Public Housing Authority shall pay the following rates:

(1) Where refuse is collected in a manner similar to a single-family and duplex dwelling: ~~$22.14~~ $25.46 per month.

(2) Where refuse is collected by means of a dumpster: (rates will be those set under "mechanical dumpster" section.)

(i) TRASH AND TIRE PICKUP.

"All trash, as herein defined, which is not containerized either by design or nature shall be picked up by the City for the following charges:

I. Trash - $47.61 minimum charge for curbside pickup of trash not exceeding five (5) cubic yards;

II. $95.22 for each load containing from five (5) cubic yards to ten (10) cubic yards;

III. $142.83 for each load containing from ten (10) cubic yards to fifteen (15) cubic yards;

IV. $190.44 for each load containing from fifteen (15) cubic yards to twenty (20) cubic yards;

V. Automotive Tires - $52.90 per pickup not to exceed four (4) tires.

(k) RESIDENTIAL RECYCLING.

Service for single family, duplex and triplex ~~$3.11~~ $3.58 per month.

City Commission Meeting & Budget Hearing - 5:05 pm **14. c.**

Meeting Date: 09/05/2023

Re: Planning Board

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 23-R49 appointing _____ to the Planning Board as Commissioner Curtis Johnson Jr.'s appointee.

SUMMARY:

Mr. Harold Albury resigned from the Planning Board creating a vacancy.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek additional applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Curtis Johnson, Jr.

Attachments

23-R49

Form Review

Form Started By: Linda Cox Started On: 08/23/2023 09:13 AM

Final Approval Date: 08/23/2023

RESOLUTION NO. 23-R49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that _____ be and is hereby appointed and/or reappointed by the City Commission to serve as a member of the City Planning Board; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

Name: Appointed by:

Curtis Johnson, Jr.

BE IT FURTHER RESOLVED that this Resolution shall become effective September 5, 2023.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of September, 2023.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
INTERIM CITY ATTORNEY

City Commission Meeting & Budget Hearing - 5:05 pm

16. a.

Meeting Date: 09/05/2023

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

Purchase Order Report

Form Review

Form Started By: Jennifer Robinson

Started On: 08/28/2023 07:48 AM

Final Approval Date: 08/28/2023

City Manager's Report

FORT PIERCE, FL
THE SUNRISE CITY

SEPTEMBER 2023

Contents

3 Sunrise Theatre Speakeasy

7 City Marina

8 Planning Determinations

10 Indian Hills Golf Course

12 Building Department

15 National Night Out

16 Tunnel of Hope

17 Annual Great Causeway Raft Race

18 City Project Updates

22 Youth Program Updates

24 New Businesses

25 Upcoming Events/ River Walk Center

SUNRISE THEATRE Speakeasy

CHEERS 100

It was 6:00 PM on Saturday, July 29th. The barricades were placed out onto the street as three mint condition Model Ts from the 1920s era parked in front of the Sunrise Theatre. At the same time, people began walking up towards the Theatre. Men were wearing suits, suspenders, hats, almost gangster like outfits, and the ladies wore long, flashy dresses with dangling strands of pearl necklaces. Some of the women incorporated a feather or headband into their hair.

As the time got closer to 7:00 PM, the Sunrise Theatre ushers began whispering to the folks out front, luring them towards

a back entrance to the theatre. The line grew, and you could see the excitement as people eagerly waited to get inside the Sunrise Theatre Speakeasy. Over 500 people walked in to celebrate the night.

Once you gave the password to the bouncer at the back entrance, a blast of jazz music hit the alley like a gust of wind blowing between trees as the door opened. The lights were dim, the dance floor was moving, the line at the bar began to fill up as you were taken back in time to the 1920s. Five tables decorated with gold and black decor were covered with delicious food. The ambiance was something from a 1920s movie in color.

In the distance, you could hear slots ringing and laughter echoing. The lights got brighter as you walked out of the Speakeasy towards the main lobby. Casino tables filled the room with professionally dressed dealers standing at every table entertaining the gamblers. As the night went on, the casino got louder with more cheering and laughing.

Every now and then, you could hear people whisper to each other, "what's up there?" Their eyes got bigger as they walked up the steps from the main lobby, leaving the casino. Ladies wearing long dresses pulled them away from catching their heels to make the climb to the next floor, holding a drink in one hand, clenching the gown in the other, to discover more laughter and a piano jamming in the background with the stunning voice of a young lady singing songs of the 20s. A lavish spread of more elegant food covered two tables. The bar and tables were jammed, with little room to walk, but everyone enjoyed each other's company. Everyone wanted to be in the Bourbon Bar.

The 3rd floor offered guests a unique 1920s experience featuring palm and psychic readers, but not all found their way to the top as it was a secret part of the evening, adding suspense to the night.

As the night settled, guests found themselves in the seats inside the Vaudeville Stage where the Peacherine Ragtime Society Orchestra played tunes to silent movies. Some of the music dated back as far as 1899 and accompanied classic films such as Charlie Chaplin, ending with a hilarious Stan & Ollie skit. As the band exited, playing their final skit, more people slowly filled the seats, gearing up for a 100-year toast. A tower of champagne glasses shaped like a pyramid sat on a table for guests, and a big cake with other treats faced it diagonally.

All who were left gathered in the main auditorium as Sharon Engle, Executive Director gave a toast. Glasses raised, cheers given, and more laughter ended a beautiful night at the Sunrise Theatre Speakeasy.

Thank you to all our staff, volunteers, sponsors and caterers, the Sunrise Theatre Foundation and all who helped make the 100 Year Centennial a night to remember.

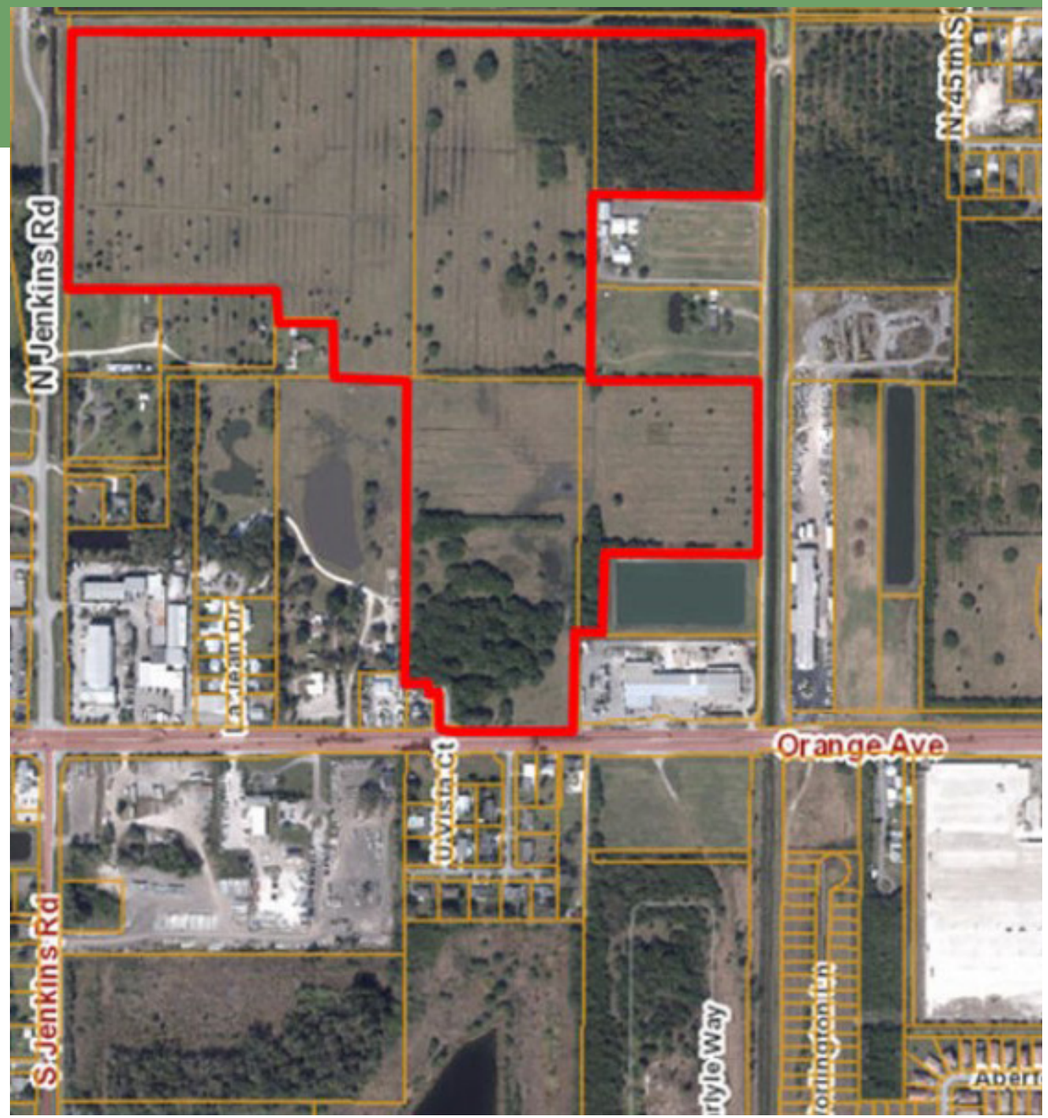
City Marina Financial Report

	MAY	JUNE	JULY
Dockage Reservations	181	140	97
Monthly Dockage	$202,185.33	$163,633.64	$127,109.78
Transient Dockage	$136,281.62	$83,545.01	$55,746.72
Electricity	$11,100.50	$6,597.25	$4,630.39
Retail	$25,712.86	$24,278.49	$23,625.03
Gas Sales	$94,263.84	$81,379.13	$115,668.84
Diesel Sales	$177,133.90	$97,274.55	$74,076.69
TOTALS	**$646,678.05**	**$456,708.07**	**$400,857.45**

PLANNING DETERMINATIONS

The 'Twins' new automated car wash facility with self-service vacuums was granted approval at 5340 S. US Highway 1 south of Smallwood Avenue in Fort Pierce. (IMG -Twins 1 & 2)

The City Commission adopted a Future Land Use Map Amendment for a project known As West Orange located north of Orange Avenue and East of N. Jenkins Road to change the designations to City designations of High Density Residential (RH) (+/- 80.3 Acres) and General Commercial (CG) (+/- 4.5 Acres). The final site plan has yet to be submitted for approval. (IMG – West Orange 1)



Indian Hills Golf Course

	JUNE 2023	JULY 2023
Golf Rounds	2,551	2,297
Golf Fees	$56,746.79	$50,727.34
Range Tokens	$2,158.83	$1,647.03
Membership Fees	$1,038.69	$627.38
Food & Beverages	$7,699.81	$7,253.20
Merchandise	$4,478.48	$6,116.73
TOTAL	**$72,122.66**	**$66,371.68**

We have been busy working on the turf grass through these warmer summer months to get as healthy as we can heading into the Fall. We have had an enormous amount of help from Mother Nature, our Turf Doctor and our Maintenance Team!! We are finally starting to tip the balance of the scales between healthier grass and less weeds. We certainly still have some turf issues along the edges of the cart paths on the front nine but we have come a LONG WAY in a short time!!

Our second greens aeration is tentatively scheduled for Tuesday, September 12th, when we will only have 9 holes open as well as the Practice Range. On Wednesday, September 13th everything will be closed for the day. We will reopen on Thursday, September 14th with reduced rates for approximately 10 days.

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend…or two! If there is something we can improve upon…tell us, so we can keep getting better! We thank all our members and guests for their support and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

Thank you so much for your support and cooperation!

Oleander Oaks

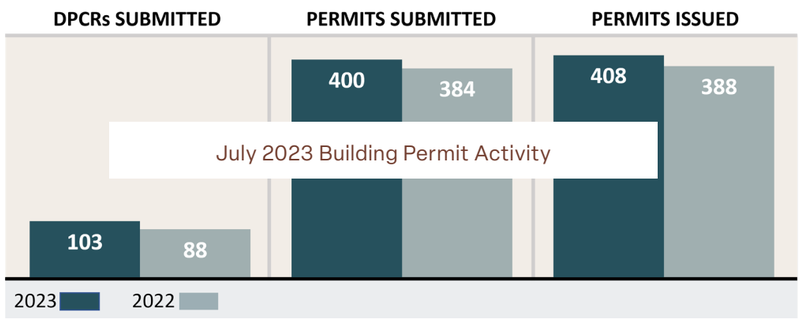
On Oleander Avenue between Bell Avenue and Tumblin Kling Road the sitework consisting of the roadways, street lighting, drainage and fire hydrants is well under way while the first eight homes are being constructed in Oleander Oaks. This development will be complete with 50 single-family homes and an amenity center for the residents.

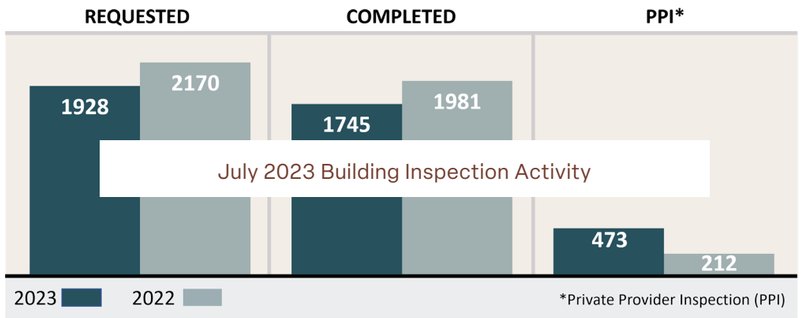
3602 S US Hwy 1

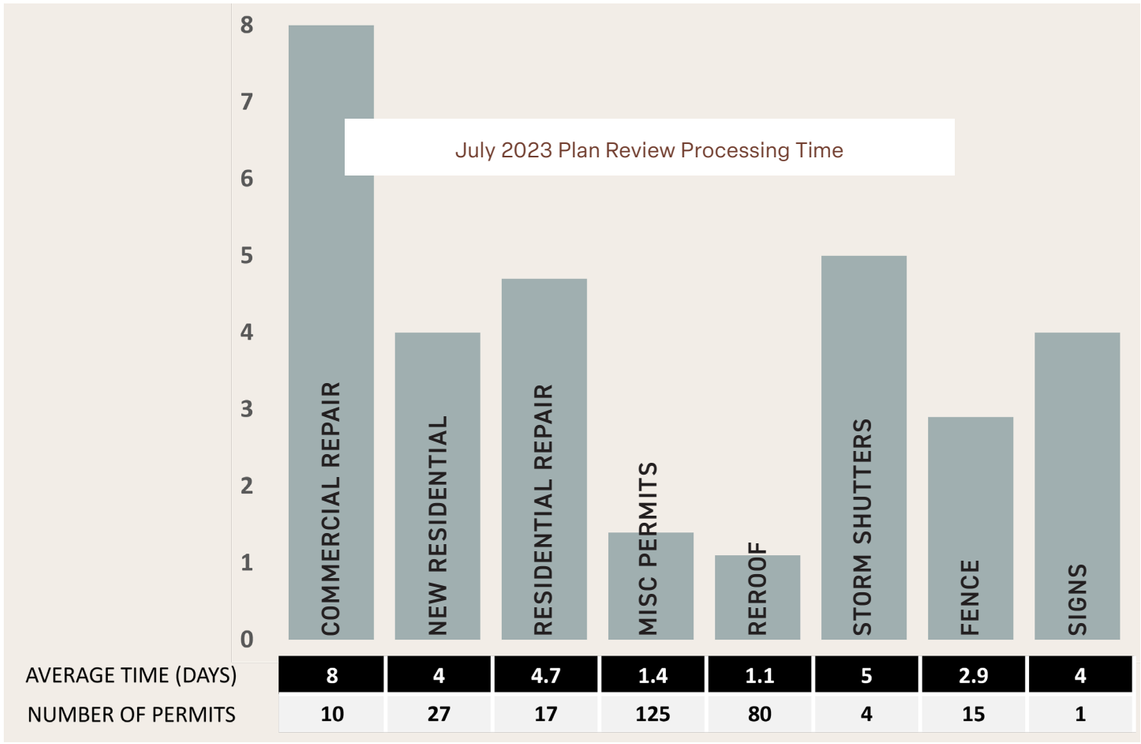
Just south of Farmer's Market Road on US Hwy 1, sitework has begun for the new U-Haul storage building adjacent to the existing U-Haul storage facility. The new building is approximately 17,000 square feet. Materials are being delivered in preparation of construction.

3900 S US Hwy 1

Construction is on-going at Extra Space Storage at the intersection of S US Hwy 1 and St. James Blvd. Buildings are in different phases of construction. These pictures were taken while insulated roof panels were being installed on the northwest building and concrete was being pumped in for the slab of the main building.







NATIONAL NIGHT OUT

The Fort Pierce Police Department wants to thank everyone who attended its National Night Out Event on Aug. 1 at the River Walk Center in Fort Pierce.

Area residents and visitors didn't let a little rain stop them from enjoying the two-hour, family-friendly event where they got to know officers and civilian personnel while learning more about their Police Department. Fort Pierce Police Chief Diane Hobley-Burney said she was thrilled with the turnout and the overall event – especially the one-on-one interactions with the attendees.

"National Night Out means that we are coming together for the safety of our city," Hobley-Burney said. We're bringing everyone to one location so that we can intermingle, love each other and we want everyone to know that we are one Fort Pierce."

Fort Pierce Mayor Linda Hudson also deemed the event a success, saying she had arrived just 10 minutes earlier and already had learned a great deal.

"Anybody that wants to know anything about the way the Police Department works needs to come to one of these," she said. "This is a great community force."

The event included games and prizes, a chance to meet K-9 officers and their dogs, a children's fingerprint station and a taser demonstration by the Training Unit. Participants chatted with Crime Scene Investigators, Victim Services Advocates, Community Engagement Officers, Crime Analysis personnel, specialists from the Records Department and members of the Citizens Observation Patrol (COP) Unit. They also enjoyed checking out some of the Police Department's vehicles that were on display in front of the River Walk Center, as well as some tasty hot dogs, hamburgers and refreshments.

Tunnel of Hope

Members of the Fort Pierce Police Department thoroughly enjoyed coming together in mid-August to welcome students back to school.

Officers and civilian personnel from the Police Department took part in the "Tunnel of Hope" at five different schools – Fairlawn Elementary, Frances K. Sweet Magnet School, Dan McCarty Middle School, C.A. Moore Elementary and St. Lucie Elementary. The events were hosted by Roundtable of St. Lucie County and Kids at Hope SLC.

Fort Pierce Police personnel were joined by St. Lucie County Sheriff's deputies, St. Lucie County firefighters, local educators, leaders and other members of the community while waving signs sporting positive messages for the students. Many offered words of encouragement and several groups sang impromptu songs as the students walked through the "Tunnel of Hope" and high-fived those cheering them on.

Needless to say, there were plenty of smiles among students and their parents as they were celebrated. It truly was a great way to kick off the new school year!

Annual Great Causeway Raft Race

The 3rd Annual Great Causeway Raft Race was held Aug. 5 and it was a huge success!

Members of the Fort Pierce Police Department's Courageous Kids mentoring program thoroughly enjoyed taking part in the event at Causeway Cove Marina, as did some of our officers, civilian personnel and members of our Marine Unit. The participants also enjoyed some tasty food and wonderful music provided by Bamboo.

The event featured three separate races broken into age categories. Those included:

- Race 1 – Turtle Class (ages 7-13);
- Race 2 – Snook Class (ages 14-17); and
- Race 3 – Dolphin Class (ages 18-plus).

Along with our Courageous Kids program, the event was sponsored by the Treasure Coast Youth Sailing Foundation, Derecktor of Fort Pierce and Project Lift. The Police Department would like to thank all of the sponsors and every participant for making this such a wonderful event and we look forward to seeing everyone next year!

CITY PROJECT UPDATES

Georgia Avenue Basin Water Quality Improvements

Construction is on-going with the contractor completing the construction of the baffle box, control structure, pedestrian bridge replacement, and canal stabilization, Current construction activities include lake bank stabilization and bioswale construction. Final construction completion is scheduled for the end of September.

Bioswale Final Grading

Pedestrian Bridge and Canal Stabilization

Bioswale Grading

The Oaks at Moore's Creek Phase II (Means Court Extension)

This new fifteen (15) lot single-family affordable housing subdivision has achieved substantial construction completion. The project included the extension of Means Court roadway between Avenue B and Moore's Creek to support the subdivision. Improvements include water, sewer, gas, fiber, and storm drainage facilities, along with sidewalks, curb & gutter, street lighting, landscaping, and underground electric.

Looking South at Avenue B Roadway Connection

Eastern Detention Area

Looking North from Avenue B

Means Court Cul-de-Sac and Sidewalk Connection to Moore's Creek Linear Park

CITY PROJECT UPDATES

Avenue D
(Indian River Drive to 29th Street)

The City has received $1.5 million in state grant funds for construction of the Avenue D project. A kickoff meeting was held with the FDOT on August 3, 2023 to ensure we maximize resources to complete this project. The project is currently being reviewed by FDOT stakeholders and the City is reviewing Right-of-Way. It was determined to leave the project in phases, with Phase 1 being the resurfacing from 29th Street to US 1 as it is "shovel ready". The state grant funds will be used on that phase, and it is anticipated this will be able to be advertised for construction in early 2024. The City continues to advance the design of Phase 2 which is the complete reconstruction of Avenue D from US 1 to Indian River Drive.

Avenue B
(13th Street to 8th Street)

Construction continues with improvements moving east of 10th Street. Curb, gutter, and sidewalk is approximately 90% complete. Some driveways and curb ramps remain. Roadway grading will continue with the first lift of asphalt scheduled for early September. Underground utility conduit installation is complete, with pedestals and junction boxes to remain. Due to the ongoing delays of AT&T, it is likely that the contractor will be unable to complete the sidewalk and final asphalt lift without a significant delay.

2023 Annual Resurfacing Contract

A pre-construction meeting was held July 12, 2023, with PRP Construction and impacted utility owners. Construction commencement is scheduled for the beginning of Sepember 2023.

2023 Youth Program Update

The 2023 Pop Warner Youth Football and Cheer Teams, reported on previously as they started registration and practice, are now fully active in the season running from August to October. The Fort Pierce Firehawks fielded nine teams: 6U, 8U, 12U, and 14U Division football teams and five Cheer Teams consisting of Junior Tiny Mites, Tiny Mites, Junior Pee Wee, Junior Varsity, and Varsity age participants. The season was launched in late August with the Firehawks hosting the Pahokee Panthers in five home games at the home field at 1200 Avenue M. The other four teams traveled to compete in Palm City along with supporters. Two of the teams returning from last season were victorious in winning the TCFC Conference Championships last year and are hoping to move up higher in playoffs this year.

The Pop Warner Youth Football and Cheer program is one of several programs operating under the City of Fort Pierce Recreation Center. The Recreation Center also offers youth Karate, Basketball and Summer Camp at the facility.

Fort Pierce Named 2023 Municipal Youth Council Community Service Contest Winner

WELCOME NEW BUSINESSES

772 TREASURE COAST CONCRETE CORP
ALBU FAMILY PROPERTIES FL, LLC
ALL ATLANTIC COASTAL INSURANCE
AUNT G'S KITCHEN
B L W CONSULTANT GROUP INC
B&B BUSINESS MANAGEMENT SERVICES
B&W HEAVY EQUIPMENT INC
BLUE DOLPHIN REAL ESTATE LLC
CAMPBELL, KELLY APRN
CHANEY'S ART OF FLOWERS
CLEAR HEADLIGHT RESTORATIONS
COLDWELL BANKER PARADISE
CONSTRUCTION BIZ & MORE LLC
FABELO, ELIZABETH
FETTEROLF, JENNIFER
FLASH TATTOO COMPANY
FLORIDA POOL LIFE LLC
FORMAN VACATION RENTAL PROPERTIES
MYRACLE NAILS
NEXT LEVEL BOAT & RV
OCEAN VILLAGE BISTRO, INC
PAVERS ORELLANA LLC
PIERRE, MARIE
PRIMO REPAIR LLC
QASEM GROUP CO.
ROBINSON, MARYAM MICHELINE MD
ST LUCIE AFFORDABLE AUTO SALES INC
STRICKLAND BG 1 LLC
SUNRISE ABA THERAPY LLC
THAT'S MY DRINK! LLC
TURCO, KELLEY MARIE APRN
VAKBNB LLC
VINCE GASKIN
WALTER LANDSCAPING LLC
WINTER, SELINA & LARRY
WTP INVESTMENT GROUP LLC

Upcoming Events

- Every Wednesday - Green Market - Marina Square 12:00 pm-6:30 pm
- Every Saturday - Jazz Market - Marina Square 8:00 am-1:00 pm
- Every Saturday - Downtown Farmer's Market - Marina Square 8:00 am-12:00 pm
- 9/17/23 - Mexican Independence Day - Veteran's Park 3:00 pm-10:00 pm

River Walk Center Sales Report July 2023

Classes	**$1,543.69**
Park Permits	**$3,150.00**
Special Events	**$1,625.00**
Facility	**$11,667.89**
TOTAL	**$17,986.58**

www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."

Purchase Order Approvals between $10,000 to $50,000 by the City Manager from August 1, 2023 to August 31, 2023

Department	Vendor Name	Total Amount	Budget Account Code	Budget	Description
CITY MANAGER	MAIN STREET OF FORT PIERCE,INC	$27,000.00	0016000-583950 COMMUNITY SPONSOR / FIREWORKS	ADMINISTRATIVE	2023 New Year's Fireworks
ENGINEERING	ENGINEERING DESIGN & CONST. INC.	$35,000.00	1111111-563200 IMPROV OTHER / OTHER IMPROVE	PARK IMPACT FEES EXP	EDC Specific Authorization No. 11 - IHGC Expansion
ENGINEERING	DUNN'S TRACTOR SERVICE LLC	$38,800.00	4034300-546210 REPAIR & MAINTEN / CANALS	STORMWATER UTILITY EXP	Bid No.2018-007 Canal Right of Way Mowing Final Pa
GRANTS ADMINISTRATION	RAYPRO ROOFING AND GENERAL CONTRACTING	$34,400.00	1059502-583400 OTHER GRANTS & AIDS / OTHER	SHIP EXP	SHIP Rehabilitation - Tina & Mark Peterson FY 22-2
GRANTS ADMINISTRATION	B SQUARED CONTRACTING INC.	$37,964.50	1059502-583400 OTHER GRANTS & AIDS / OTHER	SHIP EXP	SHIP Rehabilitation - Tealman Dawsey FY 22-23
GRANTS ADMINISTRATION	PATRIOT RESPONSE GROUP, LLC	$44,940.00	1059502-583400 OTHER GRANTS & AIDS / OTHER	SHIP EXP	SHIP Rehabilitation - Evelena Chisolm FY 22-23
GRANTS ADMINISTRATION	KIB CONSTRUCTION CORP	$49,800.00	1059502-583400 OTHER GRANTS & AIDS / OTHER	SHIP EXP	SHIP Rehab - Robert & Jennifer Olsinski FY 22-23
INFORMATION TECHNOLOGY	KASEYA US LLC	$12,592.48	0012500-546750 REPAIR & MAINTEN / SOFTWARE	IT EXP	PCARD Purchase: Kaseya Services, Education and Sup
INFORMATION TECHNOLOGY	SELECTRON TECHNOLOGIES, INC.	$20,000.00	4202902-546750 REPAIR & MAINTEN / SOFTWARE	BUILDING DEPARTMENT EXP	IVR Host Conversion to Relay for Energov
INFORMATION TECHNOLOGY	STAR TECHNOLOGY GROUP, INC.	$24,598.15	4074700-534900 CONTRACTUAL SVC / MSC CONT FEE	ANIMAL SHELTER EXP	Animal Shelter Cabling
INFORMATION TECHNOLOGY	ESRI, INC.	$39,700.00	4202902-546750 REPAIR & MAINTEN / SOFTWARE	BUILDING DEPARTMENT EXP	ESRI Annual Renewal
INFORMATION TECHNOLOGY	TYLER TECHNOLOGIES, INC.	$10,685.00	1171111-534100 Contractual Svc / Data Process	AMERICAN RESCUE PLAN EXP	Tyler advanced scheduling with Mobile Access Team
POLICE - STAFF	QUANTICO TACTICAL INCORPORATED	$11,561.42	0016000-552510 OPERATING SUPPLIES / MILITARY	ADMINISTRATIVE	Emergency Gear for upcoming Trial
POLICE - STAFF	TECHNOLOGY INTERNATIONAL, INC.	$35,930.00	0013002-564400 EQUIPMENT & MACHINERY / VEHICL	POLICE SUPPORT	Police Boat - Mako Pro Skiff
POLICE - STAFF	GT DISTRIBUTORS, INC.	$43,474.98	0016000-552510 OPERATING SUPPLIES / MILITARY	ADMINISTRATIVE	Emergency Gear for upcoming Trial
PW - DIRECTOR'S OFFICE	NATURE'S KEEPER, INC.	$24,111.23	1001111-549870 OTHER CURRENT CHRG / TREE PRES	RESTRICTED REVENUE FUND	ORANGE AVENUE LANDSCAPING
PW - DIRECTOR'S OFFICE	LIGHTING BY DESIGN	$30,208.00	0016000-583940 COMMUNITY SPONSOR / XMAS DECO	ADMINISTRATIVE	Holiday lighting for Marina Square deposit