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

CITY COMMISSION AGENDA

Regular Meeting - Tuesday, February 20, 2024 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Jero Brown with Liberty, Truth and Deliverance Tabernacle of God, Inc

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the February 05, 2024 Regular Meeting.

6. **PROCLAMATIONS**

   a. HUWE1 Awareness Month

   b. 65th Pearl Anniversary of the Eta Eta Omega Chapter of Alpha Kappa Alpha Sorority Incorporated.

   c. Engineers Week

7. **LETTERS TO COMMISSION**

   a. Email from Larry Spero commending Fort Pierce Building Inspectors Kevin Young and Logan Winn for providing exceptional professional service.

   b. Email from Michael Rem expressing his appreciation for Public Works Deputy Director Derrick Johnson and Parks and Grounds Division Manager Paul Bertram’s prompt responses and communication, which facilitated the scheduling of a reinspection.

c. Email from Chris Kein praising Building Permit Specialist Danielle Goncalves for going above and beyond.

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. Approval of agreements for waivers of local match requirements for Hurricanes Ian and Nicole.

b. Approval of travel for Commissioner Curtis Johnson, Jr. to attend the Florida Black Caucus of Elected Officials 2024 Annual Conference in the amount of $852.37.

c. Approval of travel for Commissioner Arnold Gaines to attend the Florida Black Caucus of Local Elected Officials 2024 Annual Conference in the amount of $852.37.

d. Approval of unit price construction contract with The Paving Lady pursuant to Bid No 2023-044 for Annual Street Resurfacing.

e. Approval of evaluation committee recommendations for providers identified in the following service areas for the Miscellaneous Professional Continuing Services RFQ No. 2024-005 for an initial period of two (1) year with three (3) one-year renewal options: Architectural, Environmental Testing, Facilities Engineering-Mechanical, Electrical, and Plumbing (MEP), Facilities Engineering-Structural, Hydrogeological, Landscape Architectural, and Urban Planning.

12. **PUBLIC HEARINGS**

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. 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.

a. Quasi-Judicial Hearing - Review and approval of an application for an application for a Major Amendment to a site plan at 2011 S. 13th Street, Fort Pierce, submitted by applicant Culpepper and Terpening, Inc on behalf of Trinity Lutheran Church of Fort Pierce. Parcel ID: 2416-504-0750-000-2

13. **CITY COMMISSION**

a. Resolution 24-R07 approving the subordination of a utility easement held by the City for the FPUA to FDOT for highway purposes.

b. Resolution 24-R08 approving UA Resolution setting new rates for FPUANet

c. Resolution 24-R09 Authorizing the City to enter into a lease with the United States of America for tenant, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), of the 4th Floor of the Sunrise Center, 310 Orange Avenue.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

each member thereof with a copy of the same prior to the regular meeting.

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

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

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

Meeting Date: 02/20/2024

Re: Minutes from the February 05, 2024 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from the February 05, 2024 Regular Meeting.

Attachments

02.05.2024Minutes

Form Review

Form Started By: Latoya Ransom Started On: 02/14/2024 03:28 PM

Final Approval Date: 02/14/2024

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, FEBRUARY 5, 2024.

1. CALL TO ORDER

Mayor Hudson called the February 05, 2024, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER- Bishop Fisher with New Covenant Prayer Center Ministries

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Jeremiah Johnson; Mayor Linda Hudson

Absent: Commissioner Curtis Johnson, Jr.

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Sara Hedges

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to excuse Commissioner Curtis Johnson, Jr.

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

Passed

5. APPROVAL OF MINUTES

a. Approval of the Minutes from the January 16, 2024 Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the minutes of the January 16, 2024 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

a. Letter sent on behalf of the IRSC Foundation's Board of Directors expressing gratitude to the City of Fort Pierce for a donation to the Promise Program.

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

Item 11j, approval of a partnership agreement between St. Lucie County and the City of Fort Pierce.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve the agenda as amended.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, 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 comments from the public.

10. MISCELLANEOUS REPORTS

a. Recommendations from Arts and Culture Advisory Board seeking approval by the Mayor and City Commission.

Marsha Command, Redevelopment Specialist, and Doretha Hair-Trusedell presented the revision of the Art in Public Spaces Ordinance to include the appropriation of fees from private development, thereby increasing funding and requesting sponsorship for the Zora Neal Hurston Festival.

The Commission commented on the benefits of the enhancement of Art in the City, requested clarification on the use of AIPP funding, and defined private funding.

City Manager Nick Mimms explained the funding source and how it was obtained.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to accept the recommendations of the Arts and Culture Advisory Board and direct staff to investigate the ordinance options for AIPP funding.

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

Passed

11. CONSENT AGENDA

a. Approve ten (10) Agreements for Tax Deed Sale Surplus Proceeds between the City of Fort Pierce and the St. Lucie County Clerk of the Circuit Court and Comptroller.

b. Award RFP 2024-013 for Disposal of Surplus Property, N. 25th Street, Lot 1 & 2 identified by Parcel IDs: 2408-501-0066-000-6 and 2408-501-0067-000-3, to the highest responsive bidder, Larry Lee Jr. & Family, LLC., and authorize staff to enter into negotiations for the sale of the property.

c. Award RFP 2024-012 for Disposal of Surplus Property, 1620 Avenue E, to the highest responsive bidder, Sunrise City Concrete Services, Inc., and authorize staff to enter into negotiations for the sale of the property.

d. Award RFP 2024-011 for Disposal of Surplus Property, 1204 Avenue E, to the highest ranked responsive bidder, Telco Investments, LLC., and authorize staff to enter into negotiations for the sale of the property.

e. Award RFP 2024-010 for Disposal of Surplus Property - 604 S. 6th Street, to the highest ranked responsive bidder, JoeJohn McVey, and authorize staff to enter into negotiations for the sale of the property.

f. Award RFP 2024-009 for Disposal of Surplus Property, 706 N. 20th Street, to the highest responsive bidder, Sunrise City Concrete Services, Inc., and authorize staff to enter into negotiations for the sale of the property.

g. Authorize acceptance of proposal from EnSight Technologies for Parking Count/Guidance System in the amount not to exceed $189,520.00 plus an annual fee of $8,875.00 for annual software and support services.

h. Approval for the Letter of Support for the NOAA Climate Resilience Regional Challenge Grant

i. Approval of Community Development Block Grant (CDBG) Grant Agreements for FY 2022 & 2023 to receive additional funding.

j. ADDED ON ITEM: Approval of partnership agreement between St. Lucie County and the City of Fort Pierce for use of property at 435 N 7th Street for the Highwaymen Festival on February 16 and 17, 2024.

Commissioner Gaines requested that item 11j be restated for the record.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to accept items 11 a- 11i of the Consenct Agenda.

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

Passed

As to item 11j
Kim Henton, Community Resource Specialist, Grants Department, presented the 7th Annual Highwaymen Festival partnership agreement with St. Lucie County.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve item 11j of the Consent Agenda.

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

Passed

12. PUBLIC HEARINGS

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. 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.

a. Legislative Hearing - Ordinance 23-060 relating to the General Employees retirement system in order to extend the DROP period from 5 to 6 years and increasing the standard form of annuity from 75% to 100% with a cap of $115,000 for employees hired after October 2012, and creating a section in the code which prescribes investment standards and provisions for investment contracts and amending the section for the periodic reports. SECOND READING

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

ORDINANCE NO. 23-060
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, RELATING TO THE GENERAL EMPLOYEES RETIREMENT SYSTEM; AMENDING CODE SECTION 2-270 – RETIREMENT ANNUITY, SUBSECTION (c); PROVIDING THAT NO MEMBER IS TO RECEIVE TOTAL ANNUAL PENSION PAYMENTS IN EXCESS OF $115,000; PROVIDING THE STANDARD FORM OF ANNUITY IS INCREASED FROM 75 PERCENT TO 100 PERCENT OF AVERAGE FINAL COMPENSATION; AMENDING CODE SECTION 2-281 – DEFERRED RETIREMENT OPTION PROGRAM (DROP), SUBSECTION (b); EXTENDING DROP FROM 5 YEARS TO 6 YEARS; AMENDING CODE SECTION 2-281 – DEFFERED RETIREMENT OPTION PROGRAM (DROP), SUBSECTION (c); INCREASING THE PAYMENTS MADE MONTHLY INTO DROP TO UP TO 72 MONTHS; CREATING CODE SECTION 2-298 – INVESTMENTS; PRESCRIBING INVESTMENT STANDARDS AND SETTING OUT PROVISIONS FOR INVESTMENT CONTRACTS; AMENDING CODE SECTION 2-333 – ANNUAL REPORTS; PROVIDING FOR PERIODIC REPORTS TO THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Ordinance No. 23-060.

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

Passed

13. CITY COMMISSION

a. Resolution 24-R04 Appointing an individual to serve on the Parking Committee as an at-large member.

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

RESOLUTION NO. 24-R04
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE PARKING COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

The Commission voted on the appointment or reappointment of members to the Parking Committee.

Gus Gutierrez was unanimously reappointed to the Parking Committee.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Resolution No. 24-R04 reappointing Gus Gutierrez.

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

Passed

b. Resolution 24-R05 appointing Denetria Timms to serve on the Communitywide Council as a target area member.

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

RESOLUTION NO. 24-R05
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITYWIDE COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Linda Cox explained that Ms. Timms is the only qualified applicant for the targeted area.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve Resolution No. 24-R05.

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

Passed

c. Resolution 24-R06 appointing Gloria Baxevanis to serve as the Arts and Culture Advisory Board as their appointee.

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

RESOLUTION NO. 24-R0
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Linda Cox explained that the Arts and Cultural Advisory Board agreed to appoint Ms. Baxevanis to the Board at their last meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve Resolution No. 24-R06.

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

Passed

d. Discussion at the request of Commissioner Broderick regarding Amusement Arcades and Arcade Amusement Centers.

The Commission discussed what defines an all-age arcade/entertainment establishment and revising the code for the downtown area.

City Attorney Hedges commented that, based on the preliminary review, her concern is prohibiting establishments and restrictions.

Mr. Mimms commented that Staff will find something that works and bring it back to the Board.

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.

Jeanne Johnson
Pinky Hendley
Christa Stone
Steve Tarr
Steve Meyers

15. COMMENTS FROM THE CITY MANAGER

City Manager Nick Mimms commented that his door is always open to City employees, Strategic Planning on Monday, February 12th, FPRA on Tuesday, February 13th, the Highwaymen Festival on February 17th at Moore's Creek Linear Park, the launching of an affordable housing program, and Youth Council call for nominations by March 31, 2024.

City Clerk Linda Cox – No comments

City Attorney Sara Hedges - No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Jeremiah Johnson commented on his door being open to City employees, his desire for movement within a few weeks, and his excitement about City events.

Commissioner Gaines commented on City Staff, reported that he had completed his retirement Board certification, participated in Wagging Tails at Pepper Park trails, and the cancer walk, and responded to the discussion on family amusement/entertainment.

Commissioner Broderick commented on staff pay, Coast Guard career day, and meeting with Mr. Hankerson, Congressional representative on grants and funding.

Mayor Hudson commented to Staff they are supported by the Commission and City Manager and were in Tallahassee last week working on behalf of the City citizens.

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 6:23 P.M.

ATTEST:

_____	_____
CITY CLERK	MAYOR COMMISSIONER

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

Meeting Date: 02/20/2024

Re: HUWE1 Awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

HUWE1 Awareness Month

Attachments

HUWE1 Awareness Month

Form Review

Form Started By: Latoya Ransom Started On: 02/13/2024 01:18 PM

Final Approval Date: 02/13/2024

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, HUWE1 is a gene located on the X chromosome. It holds the chemical instructions (DNA) to create a protein called E3 ubiquitin-protein ligase. This protein is present in all cells in the human body meaning that any variations or mutations in the HUWE1 gene can have significant effects throughout the body; and

WHEREAS, understanding of the role of the HUWE1 gene is still developing, research indicates it has a role in controlling the release of neurotransmitters and in the formation of neurons in the developing brain. It has also been associated with intellectual disability as well as a range of other conditions; and

WHEREAS, the plan is to raise awareness about HUWE1 through personal stories, i.e. River's Story. River is a joyful little boy, born at 38 weeks in 2019 in Stillwater Oklahoma. He was a healthy newborn and the only concern at the time was failing his hearing tests. At around 3 months old, he was admitted to the hospital for weight loss and feeding difficulties. While there, he was diagnosed with failure to thrive, bilateral sensorineural hearing loss, and global developmental delays. In May 2020, genetic test results revealed that River has the HUWE1 gene mutation. River relies on a G-tube for nutrition and wears a cochlear implant which he received in 2021. He is currently working and walking and holding a cup independently; and

WHEREAS, as part of the HUWE1 awareness campaign, River's family organized a walk/run on December 2023. The event began and ended at the Manatee Observation and Education Center in the heart of Fort Pierce, Florida, and incorporated the Peter C. Cobb Memorial Bridge; and

WHEREAS, the City of Fort Pierce promotes and supports non-profit efforts to contribute to the health and wellness of our citizens and encourages its residents and visitors to continue the awareness campaign for HUWE1.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim that February be observed as:

HUWE1 Awareness Month

And ask all the citizens of the City of Fort Pierce to support the cause of raising awareness of the HUWE1 genetic disease with the goal that progressive research will discover treatment options and a possible cure.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 20th day of February 2024.

MAYOR/COMMISSIONER

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

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

Meeting Date: 02/20/2024

Re: 65th Pearl Anniversary of the Eta Eta Omega Chapter of Alpha Kappa Alpha Sorority Incorporated.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

65th Pearl Anniversary of the Eta Eta Omega Chapter of Alpha Kappa Alpha Sorority Incorporated.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

65th Pearl

Form Review

Form Started By: Latoya Ransom Started On: 02/13/2024 01:25 PM

Final Approval Date: 02/13/2024

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, Alpha Kappa Alpha Sorority, Incorporated was founded on the campus of Howard University in Washington, D.C. on January 16, 1908; and

WHEREAS, Alpha Kappa Alpha was the first Greek-letter sorority that was established by African American college-trained women who trailblazed changing patterns of human relations in America by being of service to all mankind, particularly in the areas of health, education, civic responsibility, social inequalities, as well as cultural and political achievement; and

WHEREAS, the Eta Eta Omega Chapter of Alpha Kappa Alpha Sorority, Incorporated is the first Greek-letter organization established in the African American community of Fort Pierce, FL and was formally chartered on February 28, 1959 in the Francis K. Sweet Elementary School's cafeteria by thirteen distinguished women, whose membership included women from the Treasure Coast – Tri-County area of St. Lucie, Indian River, and Martin counties; and

WHEREAS, the Eta Eta Omega Chapter has remained active in St. Lucie and Indian River Counties for 65 years; and

WHEREAS, Eta Eta Omega has contributed immensely to the social and educational development of its youth, particularly young women, helping them to develop into educated, responsible, socially, politically, and globally aware ladies of distinction; and

WHEREAS, the City of Fort Pierce recognizes and commends the tireless efforts, dedication, and positive impact that Eta Eta Omega has had on the lives of its members and the community-at-large, exemplifying the true spirit of service;

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

65th "Pearl" Anniversary of the Eta Eta Omega Chapter of Alpha Kappa Alpha Sorority, Incorporated

May this Pearl celebration be a testament to the enduring strength of your organization and the profound impact you have made in our beloved city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 20th day of February 2024.

MAYOR/COMMISSIONER

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

Meeting Date: 02/20/2024

Re: Engineers Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Engineers Week

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Engineers Week

Form Review

Form Started By: Latoya Ransom Started On: 01/30/2024 10:03 AM

Final Approval Date: 01/30/2024

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, Engineers design, construct, and maintain the infrastructure and facilities that contribute to a high quality of life for all residents of the City of Fort Pierce; and

WHEREAS, The City of Fort Pierce's growth depends on the engineers executing innovative, creative, and high-quality solutions to technical problems; and

WHEREAS, The purpose of the Florida Engineering Society is to advance the public welfare, promote the professional, social, and economic interests of the engineering profession, and stimulate and develop professional concepts among all engineers through education and excellence in practice; and

WHEREAS, Members of the Florida Engineering Society and the American Council of Engineering Companies of Florida are making strides to interact with the engineering sector to prepare future engineers to maintain our economic leadership and quality of life; and

WHEREAS, It is important that we recognize and honor the continuing contributions of America's engineers.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim February 18-24, 2024 as:

Engineers Week

in the City of Fort Pierce and are proud to recognize and honor the countless contributions of engineers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 20th day of February 2024.

MAYOR/COMMISSIONER

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

Meeting Date: 02/20/2024

Re: Email from Larry Spero

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Larry Spero commending Fort Pierce Building Inspectors Kevin Young and Logan Winn for providing exceptional professional service.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/08/2024 08:04 AM

Form Started By: Jennifer Robinson Started On: 02/07/2024 06:05 PM

Final Approval Date: 02/08/2024

From: Larry Spero <lspero@autobuilders.net>
Sent: Friday, February 2, 2024 4:20 PM
To: Karen Murphy <kmurphy@cityoffortpierce.com>
Subject: Ft Pierce Building Inspector

To whom it may concern:
I have been a construction superintendent for a good number of years. Having worked in 11 states, I have crossed paths with many building inspectors. Some have been very helpful, others not so. This is my first project in Ft Pierce. I would like to say that over the last 3+ months, I have had only a couple inspectors on my site. Kevin Young has been to my site numerous times. He is very thorough and handles himself professionally. He is knowledgeable and courteous. Logan Winn has been to my site as well and has been a pleasure to deal with also. If these guys are an example of your department personnel, I look forward to continuing to work in Ft Pierce.

Thanks

AUTOBUILDERS
Nationwide. We deliver.

Larry Spero
Superintendent
O: 561.622.3515 | M: 772-285-9310
800.378.5946 | F: 561.622.1214
autobuilders.net
Florida | Texas | California | New York

GENERAL CONTRACTING SERVICES

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

Meeting Date: 02/20/2024

Re: Email from Michael Rem

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Michael Rem expressing his appreciation for Public Works Deputy Director Derrick Johnson and Parks and Grounds Division Manager Paul Bertram's prompt responses and communication, which facilitated the scheduling of a reinspection.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/08/2024 08:05 AM

Form Started By: Jennifer Robinson Started On: 02/07/2024 06:22 PM

Final Approval Date: 02/08/2024

From: Nick Mimms <nmimms@cityoffortpierce.com>
Sent: Saturday, February 3, 2024 11:29 AM
To: Michael Rem <michael@jbldvlp.com>
Cc: Wesley McCurry <wmccurry@youredc.com>; Derrick Johnson <dljohnson@cityoffortpierce.com>; Paul Bertram <pbertram@cityoffortpierce.com>; Mike Reals <mreals@cityoffortpierce.com>
Subject: Re: 3800 Crossroads

Michael,

Good Morning!!

Thank you for the positive feedback. Your comments are refreshing and greatly appreciated!!

We will continue to work with you to ensure all of your current and future projects in Fort Pierce are successful!!!

Nicholas C. Mimms, P.E., ICMA-CM
City Manager
City of Fort Pierce • 100 N U.S. 1 Fort Pierce, FL 34950
772.467.3793 • nmimms@cityoffortpierce.com

From: Michael Rem <michael@jbldvlp.com>
Sent: Friday, February 2, 2024 12:59 PM
To: Nick Mimms <nmimms@cityoffortpierce.com>
Cc: Wesley McCurry <wmccurry@youredc.com>
Subject: FW: 3800 Crossroads

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. .

Hi Nick,
Happy Friday! It's been a while, I hope all is well with you. I want to reach out to let you know I spoke with Derek and Paul (even though Paul is on PTO) today, which I appreciate. They've been very responsive in helping us get this reinspection scheduled. Our anxiety level is high because this is tied to our TCO, but they've been very communicative in coordinating with us and accommodating in our requested date/time. Just wanted to drop you a line and share the positive feedback.
Thanks,
Michael

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

Meeting Date: 02/20/2024

Re: Email from Chris Kein

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Chris Kein praising Building Permit Specialist Danielle Goncalves for going above and beyond.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/08/2024 08:04 AM

Form Started By: Jennifer Robinson Started On: 02/07/2024 06:18 PM

Final Approval Date: 02/08/2024

From: Chris Kein <ckein@baytobayproperties.com>
Sent: Thursday, February 1, 2024 11:39:43 AM
To: Kristie Kirstein <Kkirstein@cityoffortpierce.com>
Subject: Danielle Goncalves Praise

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. .

Kristie,
I am not sure if you are the supervisor or can pass this along but just wanted to send something in praise of Danielle Goncalves help she has been giving us and the private party inspection company as we work thru resolving three outstanding permits for a project.

She has been on top of it the entire way and has been great to work with. Responds quickly when there is something needed or any additional info required. Just wanted to let you know to pass it along to tell her we appreciate her help with everything as we work thru getting this project closed out. Just not always the case with other municipalities.

You of course have also been great to work with but just been dealing with her lately and thought I would say something.

BAY TO BAY PROPERTIES

Chris Kein Project Manager
201 Main St. Suite 300
Safety Harbor, FL, 34695
Cell 727.400.8459 | Office 727.483.9512
Fax 727.797.1513 | W BaytoBayProperties.com
E ckein@baytobayproperties.com

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

Meeting Date: 02/20/2024

Re: Agreement for Waiver of Local Match Requirement for Hurricane Ian & Nicole

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approval of agreements for waivers of local match requirements for Hurricanes Ian and Nicole.

SUMMARY:

A waiver of local match requirements for Public Assistance for local government entities in eligible counties impacted by Hurricane Ian and/or Hurricane Nicole agreeing to use an equal amount of funds for disaster recovery and mitigation, subject to the availability of funds which are allocated on a first-come, first-served basis. Mayor's signature required.

RECOMMENDATION:

Approval of the agreement for Waiver of Local Match Requirement.

ALTERNATIVES:

Staff shall proceed as directed by Commission

RESPONSIBLE STAFF:

Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

AGREEMENT FOR WAIVER OF LOCAL MATCH REQUIREMENTS - HURRICANE IAN
AGREEMENT FOR WAIVER OF LOCAL MATCH REQUIREMENTS - HURRICANE NICOLE
CITY ATTORNEY'S MEMO

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/25/2024 04:00 PM
City Manager	Nick Mimms	01/25/2024 04:45 PM
Form Started By: Verna Jackson		Started On: 01/25/2024 01:37 PM
Final Approval Date: 01/25/2024		

AGREEMENT FOR WAIVER OF LOCAL MATCH REQUIREMENTS FOR PUBLIC ASSISTANCE FOR HURRICANE IAN AND HURRICANE NICOLE (SB4A Waiver)

The following Agreement is entered into pursuant to section 252.37(5)(c), Florida Statutes, which provides that the Florida Legislature intends to provide the applicable match requirement for Public Assistance Program (PA) grants to local governments within a county designated in the Federal Emergency Management Agency (FEMA) disaster declarations for Hurricane Ian and/or Hurricane Nicole, on a first-come, first-served basis, subject to certain requirements:

Subrecipient's name:	Fort Pierce, City of
Subrecipient's unique entity identifier (UEI):	HD7SD9PNKNA5
Subrecipients FIPS Number:	111-24300-00
Waiver Opt-In Date:	12/6/2023, 10:38 AM
PA Contract Number Ian (if applicable)	Z3723
PA Contract Number Nicole (if applicable)	
State award project description:	A waiver of local match requirements for Public Assistance for local government entities in eligible counties impacted by Hurricane Ian and/or Hurricane Nicole agreeing to use an equal amount of funds for disaster recovery and mitigation, subject to the availability of funds which are allocated on a first-come, first-served basis.
Contact information for agreement parties:	Florida Division of Emergency Management Bureau of Recovery 2555 Shumard Oak Blvd Tallahassee, FL 32399-2100

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Fort Pierce, City of (hereinafter referred to as the “Subrecipient”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is an eligible local government within a county designated in the FEMA disaster declarations for Hurricane Ian and/or Hurricane Nicole.

B. The Subrecipient, by its decision to participate in this waiver program, bears the ultimate

responsibility for ensuring compliance with all applicable State and Federal laws, regulations, and policies, and is solely responsible for any consequences of adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

C. This Agreement memorializes the mutual understanding between the Division and the Subrecipient that the Division will pay waiver funds on a first-come, first-served basis to the Subrecipient. D. The Subrecipient agrees to have its portion of the match requirements waived and to receive such funds from the Division, subject to its agreement to use an equal amount of funds toward further disaster recovery and/or mitigation. The local government will be required to provide an update on their efforts, upon request from the Division.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

Section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

A. Performance under this Agreement is subject to section 252.37(5)(c), Florida Statutes.

B. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which Federal funds are awarded or as otherwise indicated as retroactively applied.

(3) EXECUTION

This Agreement may be executed in any number of counterparts, all or any of which may be taken as an original.

(4) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by the Division and/or FEMA for each Category of Work type.

The Period of this Agreement extends until such time as the legislatively appropriated funds are exhausted, the funding sunsets, and/or the enabling statute expires or is repealed, whichever occurs first. Unless amended, the enabling statute expires June 30, 2027.

(5) FUNDING

A. The amount of total available funding for this waiver is limited to the local match requirement of the non-federal cost share of a FEMA-obligated project. The local government will be liable for repayment (see (6) REPAYMENT) upon deobligation from FEMA for any dispersed funds.

B. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

C. The amount of waiver funding available is dependent upon the Subrecipient agreeing to provide matching funds for disaster recovery and/or mitigation.

i. Disaster Recovery (Public Assistance and Individual Assistance) may include, but not be limited to, activities such as:

- Planning: Mitigate against future risks to the community through the development of pre-and post-disaster plans, such as Long-Term Recovery Planning, Continuity of Operations Planning, or Debris Management Planning.
- Housing: Implement housing solutions that effectively support the whole community's needs and contribute to its sustainability and resilience.
- Infrastructure: Repair, replace, or improve impacted public infrastructure to support a viable, resilient community.
- Economic Recovery: Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.
- Health & Social Service: Restore and improve health and social services capabilities and networks to promote resilience, independence, health (including behavioral health), and well-being of the whole community.
- Long-Term Recovery: Providing coordinated service to enable individuals, households, and communities to recover. Associated activities include the administration of a Long-Term Recovery Group or Organization, survivor outreach, disaster case management, and direct service delivery.

- Direct Survivor Assistance:
    - Assistance with insurance deductibles;
    - Temporary lodging assistance;
    - Temporary utility payment assistance;
    - Transportation assistance;
    - Personal property replacement;
    - Permitting fees associated with repair and rebuild activities; and
    - Assistance with medical, dental, or mental health care.

ii. Mitigation may include, but not be limited to, activities such as:

- Planning: Mitigate against future risks to the community through the update of an existing local mitigation strategy plan, or the development or update of a flood mitigation plan, in accordance with FEMA and State requirements.
- Infrastructure: Modify or repair public or critical infrastructure in a manner that reduces the impact of future risk.
- FEMA local match requirements: Cover the local match cost share required for projects funded under the Hazard Mitigation Grant Programs (HMGP), Building Resilient Infrastructure and Communities (BRIC) Program, or Flood Mitigation Assistance (FMA).

(6) <u>REPAYMENTS</u>

A. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

B. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management,” and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management Cashier
Attention: Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(7) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the PA Program requirements. The Division reserves the right to remove any local government from the SB4A program if the Division has reason to believe that the local government is engaged in fraud, waste, abuse, or noncompliance with State and/or Federal laws. This Agreement shall otherwise terminate upon the expiration or repeal of the enabling statute. Unless amended, the enabling statute expires June 30, 2027. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: City of Fort Pierce

By: _____
(Signature)

Name: Linda Hudson

Title: _____

Date: _____

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative
or Alternate Governor's Authorized
Representative

Date: _____

AGREEMENT FOR WAIVER OF LOCAL MATCH REQUIREMENTS FOR PUBLIC ASSISTANCE FOR HURRICANE IAN AND HURRICANE NICOLE (SB4A Waiver)

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Subrecipient's name:	Fort Pierce, City of
Subrecipient's unique entity identifier (UEI):	HD7SD9PNKNA5
Subrecipients FIPS Number:	111-24300-00
Waiver Opt-In Date:	12/6/2023, 10:38 AM
PA Contract Number Ian (if applicable)	
PA Contract Number Nicole (if applicable)	Z3696
State award project description:	A waiver of local match requirements for Public Assistance for local government entities in eligible counties impacted by Hurricane Ian and/or Hurricane Nicole agreeing to use an equal amount of funds for disaster recovery and mitigation, subject to the availability of funds which are allocated on a first-come, first-served basis.
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A. The Subrecipient represents that it is an eligible local government within a county designated in the FEMA disaster declarations for Hurricane Ian and/or Hurricane Nicole.

B. The Subrecipient, by its decision to participate in this waiver program, bears the ultimate

responsibility for ensuring compliance with all applicable State and Federal laws, regulations, and policies, and is solely responsible for any consequences of adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

C. This Agreement memorializes the mutual understanding between the Division and the Subrecipient that the Division will pay waiver funds on a first-come, first-served basis to the Subrecipient. D. The Subrecipient agrees to have its portion of the match requirements waived and to receive such funds from the Division, subject to its agreement to use an equal amount of funds toward further disaster recovery and/or mitigation. The local government will be required to provide an update on their efforts, upon request from the Division.

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(3) EXECUTION

This Agreement may be executed in any number of counterparts, all or any of which may be taken as an original.

(4) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

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(5) FUNDING

A. The amount of total available funding for this waiver is limited to the local match requirement of the non-federal cost share of a FEMA-obligated project. The local government will be liable for repayment (see (6) REPAYMENT) upon deobligation from FEMA for any dispersed funds.

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- Infrastructure: Repair, replace, or improve impacted public infrastructure to support a viable, resilient community.
- Economic Recovery: Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.
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- Direct Survivor Assistance:
    - Assistance with insurance deductibles;
    - Temporary lodging assistance;
    - Temporary utility payment assistance;
    - Transportation assistance;
    - Personal property replacement;
    - Permitting fees associated with repair and rebuild activities; and
    - Assistance with medical, dental, or mental health care.

ii. Mitigation may include, but not be limited to, activities such as:

- Planning: Mitigate against future risks to the community through the update of an existing local mitigation strategy plan, or the development or update of a flood mitigation plan, in accordance with FEMA and State requirements.
- Infrastructure: Modify or repair public or critical infrastructure in a manner that reduces the impact of future risk.
- FEMA local match requirements: Cover the local match cost share required for projects funded under the Hazard Mitigation Grant Programs (HMGP), Building Resilient Infrastructure and Communities (BRIC) Program, or Flood Mitigation Assistance (FMA).

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: City of Fort Pierce

By: _____
(Signature)

Name: Linda Hudson

Title: _____

Date: _____

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative
or Alternate Governor's Authorized
Representative

Date: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VERNA JACKSON,

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: AGREEMENT FOR WAIVER OF LOCAL MATCH REQUIREMENT FOR HURRICANE IAN & NICOLE

CAO RLS FILE: RLS 23-357

DATE: JANUARY 24, 2024

I have reviewed the above request for Legal Services (RLS). The documents are approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

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

Meeting Date: 02/20/2024

Re: Approval of travel for Commissioner Curtis Johnson, Jr. to attend the Florida Black Caucus of Elected Officials 2024 Annual Conference in the amount of $852.37.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Curtis Johnson, Jr. to attend the Florida Black Caucus of Elected Officials 2024 Annual Conference in the amount of $852.37.

SUMMARY:

The FBC-LEO 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:	2024
Account:	001-1000-512-4020
Amount:	852.37

OTHER INFORMATION:

Budgeted funds are available.

Attachments

Travel Documents

Form Review

Form Started By: Latoya Ransom Started On: 01/26/2024 01:12 PM

Final Approval Date: 01/26/2024

REGISTRATION INFORMATION

FBC-LEO
2024 ANNUAL CONFERENCE

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
EMBASSY SUITES
4955 KYNGS HEALTH RD
KISSIMMEE, FL 34746

DATE: **01.26.2024**

1. TRAVELER'S NAME: CURTIS JOHNSON
2. DEPARTURE DATE: 04.03.2024
3. RETURN DATE: 04.05.2024
4. DESTINATION: KISSIMMEE FL
5. CODE CHARGE: **001-1000-512-40-20**
6. AMT BUDGETED: 15,000.00

DEPARTMENT: CITY COMMISSION
DEPARTURE TIME: 5PM
RETURN TIME: 3PM
PURPOSE: FBC-LEO ANNUAL CONFERENCE

7. BALANCE AVAILABLE: ###### 96143

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:		225.00		
* HOTEL BILL: Confirmation # 95601071		394.98		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.67 218.4			146.33	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			27.38	
* MISC. EXPENSES				
MEALS				
2 BREAKFAST @ $8.00			16.00	
1 LUNCH @ $8.00			8.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			3.08	
15% GRATUITIES			6.60	
TOTALS	0.00	619.98	232.39	

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: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda W. Cox
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/24 DLN

FBC-LEO

2024 FBC-LEO EVENT SCHEDULE

2024 FBC-LEO ANNUAL CONFERENCE SCHEDULE

(subject to change)

For session descriptions and speakers, visit us online: ***fbcleo.org***

THURSDAY, APRIL 4, 2024

8:30 a.m. - 5:00 p.m.	**Registration Open**
9:00 a.m. - 9:30 a.m.	**New Member/First-Time Attendee Session**
9:30 a.m. - 10:00 a.m.	**Opening Address and Welcome**
10:00 a.m. - 11:00 a.m.	**Opening Keynote Address: I came, I saw, I conquered!** Speaker: *Dr. Chad L. Jackson*, President/CEO, Jenga Consultants Group, LLC
11:00 a.m. - 12:00 p.m.	**How to Care for Yourself While Serving Others: Prioritizing Mental Health and Wellness as Municipal Leaders** Speakers: *Shwanda Barnette*, JD, Deloitte Human Capital Manager for Government and Public Service Practice; *Dr. Stem Sithembile Mahlatini*, President, Founder and CEO, Global Training Coaching & Consulting Services, Inc.
12:15 p.m. - 1:30 p.m.	**Networking Luncheon** Speaker: *Yolanda Cash-Jackson*, Shareholder Government Law Attorney, Becker & Poliakoff, P.A.
2:00 p.m. - 4:00 p.m.	**The Philosophy of True Leadership: Servant Leadership** Speaker: *Dr. Chad L. Jackson*, President/CEO, Jenga Consultants Group, LLC
4:15 p.m. - 5:00 p.m.	**Legislative Wrap-Up/LOCAL VOICES UNITED Impact** Speakers: *Jeff Branch*, Liaison, FBC-LEO and Senior Legislative Advocate, Florida League of Cities; *Scott Dudley*, Director, Field Advocacy and Federal Affairs, Florida League of Cities
7:00 p.m. - 10:00 p.m.	**President's Dinner**

FRIDAY, APRIL 5, 2024

8:00 a.m. - 12:00 p.m.	**Registration Open**
9:00 a.m. - 10:45 a.m.	**Table Talk Discussions** Facilitator: *Steven J. Vancore*, President, VancoreJones and Clearwater Polling and Research, LLC
11:00 a.m. - 12:00 p.m	**Closing Keynote Address** Speaker: Public Defender *Gordon Weekes*, Law Office of the Public Defender, 17th Judicial Circuit Broward County, Florida
12:00 p.m.	**Conference Adjourns**

FL Black Caucus of Local Elected Officials

Apr 3, 2024 to Apr 5, 2024

Embassy Suites by Hilton Orlando Lake Buena Vista South
4955 Kyngs Heath Rd
Kissimmee,FL,34746

T: 407-597-4000
F: 407-597-4206

RESERVATION CONFIRMATION

We are pleased to confirm your reservation at Embassy Suites by Hilton Orlando Lake Buena Vista South. Our staff is looking forward to your arrival for FL Black Caucus of Local Elected Officials. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Hotel confirmation:	95601071
Date booked:	Jan 25, 2024
Reservation name:	Curtis Johnson
Arrival date:	Apr 3, 2024
Departure date:	Apr 5, 2024
Room type:	Two Queen Beds
Number of guests:	1
Grand Total:	394.98

Add-ons:

(6) Sample add-on at USD 15.00/night USD 90.00

(Applicable taxes included)

Submit

Share Results

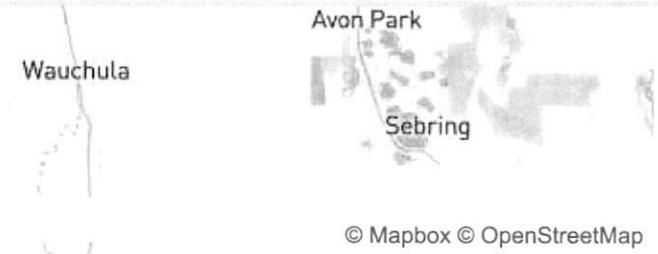
Compare Routes

Show/Download Toll Details New

Report Wrong Toll New

Get Directions

Print Directions



Fuel $14.34, 1 h 49 min, 111 mi

$6.06 more than the **Cheapest** route

Tolls	Fuel	Total
$5.69	$14.34	$20.03

** Please check toll details to get detailed toll information*

Electronic Toll gantry only accepting Toll tags

Toll plaza accepting Cash

Via points

US-1
to **4955 Kyngs Heath Rd**

1 hr 38 min
109.2 miles

IRS reimbursement: **$71.50**



Head toward Avenue A on N US Highway 1 (US-1 N). Go for 315 ft.

Then 0.06 miles



Make a U-Turn at Avenue A onto N US Highway 1 (US-1 S). Go for 0.3 mi.

Then 0.3 miles



Turn right onto Delaware Ave (CR-770). Go for 1.0 mi.

Then 1.0 miles



Continue on Okeechobee Rd (CR-770 W). Go for 4.2 mi.

Then 4.2 miles



Turn left and take ramp onto Florida's Tpke toward Florida's Turnpike/Florida's Turnpike North/Orlando. Go for 96.0 mi.

Then 96.0 miles



Take exit 249 toward Hospital. Go for 0.3 mi.

Then 0.3 miles



Turn left onto E Osceola Pkwy toward Hospital. Go for 1.6 mi.

Then 1.6 miles



FLORIDA BLACK CAUCUS OF LOCAL ELECTED OFFICIALS

FBC-LEO

Sign out

Order confirmation

Florida League of Cities

PO Box 1757 301 S Bronough St Suite 300 Tallahassee, FL 32302-1757

Order number	132575.00
Order date	Wednesday, January 17, 2024
Bill to	Curtis Johnson, Jr.
Payment method	VISA **********0908
Name on card	Dana Neville
Sold to	Curtis Johnson, Jr. 100 N US Highway 1 Fort Pierce, FL 34950-4205

Item	Quantity	Price	Total
2024 FBC-LEO Annual Conference **When:** 4/4/2024 9:00 AM - 4/5/2024 2:00 PM **Where:** Embassy Suites by Hilton Lake Buena Vista South 4955 Kyngs Health Road Kissimmee, FL 34746 **Registration Option:** Full Registration - Member and nonmember rate 1/16/2024 7:00 AM	1	225.00	225.00
		Item total	225.00

TRANSACTION GRAND TOTAL	**225.00**
Payment amount	225.00
Balance due	0.00

A confirmation is being sent to: lransom@cityoffortpierce.com **Send another copy to**

Send

Statement of Accessibility

The Florida Black Caucus of Local Elected Officials is committed to ensuring accessibility of its website. To report an accessibility issue, request accessibility assistance regarding our website content, or to request a specific electronic format, please complete our Accessibility Feedback Form. We will make reasonable efforts to accommodate all needs.

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

Meeting Date: 02/20/2024

Re: Approval of travel for Commissioner Arnold Gaines to attend the Florida Black Caucus of Local Elected Officials in the amount of $852.37.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Arnold Gaines to attend the Florida Black Caucus of Local Elected Officials 2024 Annual Conference in the amount of $852.37.

SUMMARY:

FBC-LEO is a great resource for elected officials.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Arnold Gaines, City Commissioner

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Account: 001-1000-512-4020
Amount: 852.37
OTHER INFORMATION:

Budgeted funds are available.

Attachments

Travel Documents

Form Review

Form Started By: Latoya Ransom Started On: 01/26/2024 01:29 PM
Final Approval Date: 01/26/2024

REGISTRATION INFORMATION

FBC-LEO
2024 ANNUAL CONFERENCE

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
EMBASSY SUITES
4955 KYNGS HEALTH RD
KISSIMMEE, FL 34746

DATE: **01.26.2024**

1. TRAVELER'S NAME: ARNOLD GAINES
2. DEPARTURE DATE: 04.03.2024
3. RETURN DATE: 04.05.2024
4. DESTINATION: KISSIMMEE FL
5. CODE CHARGE: **001-1000-512-40-20**
6. AMT BUDGETED: 15,000.00

DEPARTMENT: CITY COMMISSION
DEPARTURE TIME: 5PM
RETURN TIME: 3PM
PURPOSE: FBC-LEO ANNUAL CONFERENCE

7. BALANCE AVAILABLE: ###### 9614.43

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:		225.00		
* HOTEL BILL: Confirmation # 92977295		394.98		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.67 218.4			146.33	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			27.38	
* MISC. EXPENSES				
MEALS				
2 BREAKFAST @ $8.00			16.00	
1 LUNCH @ $8.00			8.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			3.08	
15% GRATUITIES			6.60	
TOTALS	0.00	619.98	232.39	

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: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda W Cox
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/24 DLN

FBC-LEO

2024 FBC-LEO EVENT SCHEDULE

2024 FBC-LEO ANNUAL CONFERENCE SCHEDULE

(subject to change)

For session descriptions and speakers, visit us online: ***fbcleo.org***

THURSDAY, APRIL 4, 2024

8:30 a.m. - 5:00 p.m.	**Registration Open**
9:00 a.m. - 9:30 a.m.	**New Member/First-Time Attendee Session**
9:30 a.m. - 10:00 a.m.	**Opening Address and Welcome**
10:00 a.m. - 11:00 a.m.	**Opening Keynote Address: I came, I saw, I conquered!** Speaker: *Dr. Chad L. Jackson*, President/CEO, Jenga Consultants Group, LLC
11:00 a.m. - 12:00 p.m.	**How to Care for Yourself While Serving Others: Prioritizing Mental Health and Wellness as Municipal Leaders** Speakers: *Shwanda Barnette*, JD, Deloitte Human Capital Manager for Government and Public Service Practice; *Dr. Stem Sithembile Mahlatini*, President, Founder and CEO, Global Training Coaching & Consulting Services, Inc.
12:15 p.m. - 1:30 p.m.	**Networking Luncheon** Speaker: *Yolanda Cash-Jackson*, Shareholder Government Law Attorney, Becker & Poliakoff, P.A.
2:00 p.m. - 4:00 p.m.	**The Philosophy of True Leadership: Servant Leadership** Speaker: *Dr. Chad L. Jackson*, President/CEO, Jenga Consultants Group, LLC
4:15 p.m. - 5:00 p.m.	**Legislative Wrap-Up/LOCAL VOICES UNITED Impact** Speakers: *Jeff Branch*, Liaison, FBC-LEO and Senior Legislative Advocate, Florida League of Cities; *Scott Dudley*, Director, Field Advocacy and Federal Affairs, Florida League of Cities
7:00 p.m. - 10:00 p.m.	**President's Dinner**

FRIDAY, APRIL 5, 2024

8:00 a.m. - 12:00 p.m.	**Registration Open**
9:00 a.m. - 10:45 a.m.	**Table Talk Discussions** Facilitator: *Steven J. Vancore*, President, VancoreJones and Clearwater Polling and Research, LLC
11:00 a.m. - 12:00 p.m	**Closing Keynote Address** Speaker: Public Defender *Gordon Weekes*, Law Office of the Public Defender, 17th Judicial Circuit Broward County, Florida
12:00 p.m.	**Conference Adjourns**

US-1
to **4955 Kyngs Heath Rd**

1 hr 38 min
109.2 miles

IRS reimbursement: **$71.50**



Head toward Avenue A on N US Highway 1 (US-1 N). Go for 315 ft.

Then 0.06 miles



Make a U-Turn at Avenue A onto N US Highway 1 (US-1 S). Go for 0.3 mi.

Then 0.3 miles



Turn right onto Delaware Ave (CR-770). Go for 1.0 mi.

Then 1.0 miles



Continue on Okeechobee Rd (CR-770 W). Go for 4.2 mi.

Then 4.2 miles



Turn left and take ramp onto Florida's Tpke toward Florida's Turnpike/Florida's Turnpike North/Orlando. Go for 96.0 mi.

Then 96.0 miles



Take exit 249 toward Hospital. Go for 0.3 mi.

Then 0.3 miles



Turn left onto E Osceola Pkwy toward Hospital. Go for 1.6 mi.

Then 1.6 miles



FL Black Caucus of Local Elected Officials

Apr 3, 2024 to Apr 5, 2024

Embassy Suites by Hilton Orlando Lake Buena Vista South
4955 Kyngs Heath Rd
Kissimmee,FL,34746

T: 407-597-4000
F: 407-597-4206

RESERVATION CONFIRMATION

We are pleased to confirm your reservation at Embassy Suites by Hilton Orlando Lake Buena Vista South. Our staff is looking forward to your arrival for FL Black Caucus of Local Elected Officials. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Hotel confirmation:	92977295
Date booked:	Jan 25, 2024
Reservation name:	Arnold Gaines
Arrival date:	Apr 3, 2024
Departure date:	Apr 5, 2024
Room type:	Two Queen Beds
Number of guests:	1
Grand Total:	394.98

Add-ons:

(6) Sample add-on at USD 15.00/night — USD 90.00
(Applicable taxes included)

(1) Sample add-on at USD 100.00/purchase
USD 100.00 (Applicable taxes included.)

Cancel Policy:

Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

This transmission is not a digital or electronic signature and cannot be used to form, document or authenticate a contract. Hilton accepts no liability arising in connection with this transmission.

Submit

Share Results

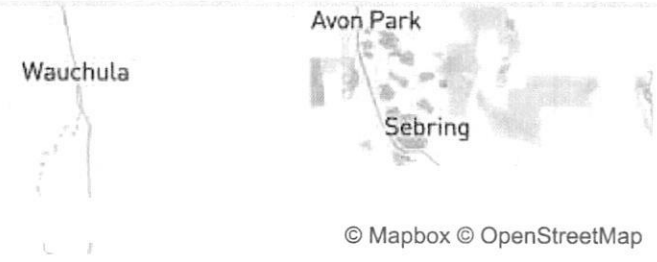
Compare Routes

Show/Download Toll Details New

Report Wrong Toll New

Get Directions

Print Directions



Fuel $14.34, 1 h 49 min, 111 mi

$6.06 more than the **Cheapest** route

Tolls	Fuel	Total
$5.69	$14.34	$20.03

** Please check toll details to get detailed toll information*

Electronic Toll gantry only accepting Toll tags

Toll plaza accepting Cash

Via points

FLORIDA BLACK CAUCUS OF LOCAL ELECTED OFFICIALS

FBC-LEO

Sign out

Order confirmation

Florida League of Cities

PO Box 1757 301 S Bronough St Suite 300 Tallahassee, FL 32302-1757

Order number	132668.00
Order date	Wednesday, January 17, 2024
Bill to	Arnold S. Gaines
Payment method	VISA **********0908
Name on card	Dana Neville
Sold to	Arnold S. Gaines 100 N US Highway 1 Fort Pierce, FL 34950-4205

Item	Quantity	Price	Total
2024 FBC-LEO Annual Conference **When:** 4/4/2024 9:00 AM - 4/5/2024 2:00 PM **Where:** Embassy Suites by Hilton Lake Buena Vista South 4955 Kyngs Health Road Kissimmee, FL 34746 **Registration Option:** Full Registration - Member and nonmember rate 1/16/2024 7:00 AM	1	225.00	225.00
Item total			225.00

TRANSACTION GRAND TOTAL	**225.00**
Payment amount	225.00
Balance due	0.00

A confirmation is being sent to: againes@cityoffortpierce.com **Send another copy to**

Send

Statement of Accessibility

The Florida Black Caucus of Local Elected Officials is committed to ensuring accessibility of its website. To report an accessibility issue, request accessibility assistance regarding our website content, or to request a specific electronic format, please complete our Accessibility Feedback Form. We will make reasonable efforts to accommodate all needs.

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

Meeting Date: 02/20/2024

Re: Bid No 2023-044 Annual Street Resurfacing Contract for Mayors Signature

Submitted For: Selena Griffett, Project Engineer, Engineering

---

SUBJECT:

Approval of unit price construction contract with The Paving Lady pursuant to Bid No 2023-044 for Annual Street Resurfacing.

SUMMARY:

As part of the Infrastructure Surtax commitment, each year the City pursues a contractor to perform resurfacing of various City streets. At the September 5, 2023 meeting, the City Commission approved award to the lowest responsible bidder, The Paving Lady.

The contract has been reviewed by the City Attorney office and approved as to form and correctness. It is now ready for the Mayor signature for full execution of the contract.

RECOMMENDATION:

Staff recommends executing the contract.

ALTERNATIVES:

Do not award the contract.

RESPONSIBLE STAFF:

Selena Griffett
Jack Andrews

COORDINATED WITH:

Purchasing Division
City Attorney Office

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023/2024

Account: 114-1111-519-6310

Amount: per task order

FISCAL IMPACT:

The funds for the Annual Resurfacing Program are encumbered on an annual budget basis from the Infrastructure Surtax Account.

Attachments

CONTRACT
City Attorney Memo-Approval

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	02/13/2024 10:06 AM
City Manager	Nick Mimms	02/13/2024 04:42 PM
Form Started By: Selena Griffett		Started On: 02/01/2024 12:16 PM
Final Approval Date: 02/13/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

December 8, 2023

Email: estimating@pavinglady.com

Janice M. Riley Inc. DBA The Paving Lady
1000 W Industrial Avenue
Boynton Beach, FL 33426
Attn: Mauro Comuzzi, President

SUBJECT: Notice of Award
Bid No. 2023-044 - Annual Street Resurfacing

Dear Mr. Comuzzi:

The Commission of the City of Fort Pierce met in regular session, Tuesday, September 5, 2023, and awarded subject bid to your firm, in the amount of $4,179,259.69.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Service Agreement
3. Furnish the required Performance Bond
4. Furnish the required Payment Bond
5. Please provide Certification of Liability, Property Damage, and Workers' Compensation, as stated in section 17 of the attached agreement. **We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.**
6. **Return documents enclosed within ten (10) days after receipt, via email to:**

Email:
Gelencia Carter, Purchasing Manager
City of Fort Pierce
purchasing@cityoffortpierce.com

Carbon Copy:
Selena Griffett, Engineering Project Manager
City of Fort Pierce
sgriffett@cityoffortpierce.com

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

Sincerely,
CITY OF FORT PIERCE

LaTonya Hubbard

LaTonya Hubbard, Purchasing Agent

ACCEPTED BY:
JANICE M. RILEY INC. DBA THE PAVING LADY

Signature (Manual)

MAURO COMUZZI
Signature (Typed or Printed)

CEO - President
Title

12/20/2023
Date

NOTARIZATION

STATE OF Florida

COUNTY OF Palm Beach.

The foregoing instrument was acknowledged before me this 26 day of Dec 2023,

by MAURO COMUZZI (**Officer of Firm**), CEO/President (**Title**), of

Janice M Riley Inc dba The Paving Lady (**Name of Firm**) a Florida (**State**) corporation, on behalf of the corporation.

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

Alisa Boyko
Notary Public

My commission expires: 9/28/2026

Notary Public State of Florida
Alisa D Boyko
My Commission HH 317533
Expires 9/28/2026

/lh

cc: Selena Griffett, Engineering Project Manager

UNIT PRICE CONSTRUCTION AGREEMENT

FOR
ANNUAL STREET RESURFACING

CITY OF FORT PIERCE BID NO. 2023-044

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") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **THE PAVING LADY** a Florida profit corporation, with its principal address at **1000 W. INDUSTRIAL AVENUE, BOYNTON BEACH, FL 33426** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS the CITY wishes to contract for the project identified as **ANNUAL STREET RESURFACING, Bid No. 2023-044, 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 and timely manner, as detailed in their General Contractor Services, Bid No. 2023-044 Bid Submission, 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

Documents incorporated by reference include:

1. Exhibit "A" - Invitation to Bid No. 2023-044
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications
4. Exhibit "D" – Bid Forms
5. Exhibit "E" - General Conditions
6. Exhibit "F" – Scope of Services

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract Documents"). Any Change Orders, Construction Change Directives, Directions for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR hereafter shall become and be a part of this Agreement. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this

Agreement. 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 this Agreement's terms, the Agreement terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Agreement and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Agreement, 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 sites 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 Agreement, 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 Agreement, the CITY and the CONTRACTOR agree as follows:

3(A) This Agreement (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 Agreement 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 Agreement, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Amount.

3(C) Nothing contained in this Agreement 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 Agreement, 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 Agreement calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, or 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 Agreement, 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 Agreement shall not imply that any other, non-listed item will not constitute a material breach of this Agreement.

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare, and contrast each of the documents which make up this Agreement, 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 Agreement. 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 Project Manager, as designated by the City Manager. 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 Agreement, 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 Agreement including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in each Specific Authorization in accordance with the terms herein, Exhibit "A," 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) to the CITY.

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
TERM; TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The term of this Agreement shall begin on the date of the last signature by the City of Fort Pierce and remain in effect for three (3) years. This Agreement, 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 Agreement subject to the satisfactory performance, vendor acceptance, and the determination that renewal of this Agreement is in the best interest of the City.

Annual renewal provisions will allow for price adjustments based on the FDOT pricing indices for materials.

A Specific Authorization will be created for each Annual Street Resurfacing project. The CONTRACTOR shall commence the performance of a Specific Authorization 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 Project. 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 Agreement. 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 Agreement 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 Agreement.

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 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 5(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, changes in the Work, labor disputes, fire, unusual delay in transportation, 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 herein.

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 Agreement (excluding profit, extended home office overhead, incidental or consequential damages or disruption damages) and the Agreement 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 forty-five (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 Agreement 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 Agreement. 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 AMOUNT AND CONTRACT PAYMENTS

6(A) Based on Scope of Work, identified in Bid No. 2023-044, Annual Street Resurfacing, 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:
$ Four million one hundred seventy nine thousand two hundred fifty nine dollars

and sixty nine cents $4,179,259.69 (hereinafter the "Contract 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 (see also the specifications for additional information). The CONTRACTOR shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Agreement. 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 (hereafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the CITY or the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety percent (90%) of that part of the Contract Amount allocable to Agreement 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 or Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 is 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 Agreement, 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 is as required by this Agreement. 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 Agreement, subject to approval by the CITY. Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days. 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; or

(2) The quantity of the CONTRACTOR's work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or

(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; or

(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; or

(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; or

(6) Loss caused by the CONTRACTOR; or

(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** 6(E), 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 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 or his designee, 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 Specific Authorization Price, less any amount withheld pursuant to this Agreement. 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 6, 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 a Specific Authorization, 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 the Specific Authorization, 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 a Specific Authorization.

7(B) The CONTRACTOR is responsible for obtaining all permits and paying all fees required of the CONTRACTOR by this Agreement 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'S City Attorney's Office or Building Department.

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 Agreement requirements which would render the CONTRACTOR's later Work not in compliance with the Agreement 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 Agreement 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 Agreement 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 Agreement or Specific Authorization. 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 Agreement 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 Agreement. 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
Michael Donati	Superintendent
Ken Carpenter	Operations Manager
Andrew Laurella	Project Executive
Manuel Isava	Project Manager

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 executing a Specific Authorization. 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 plans 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 the 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 Agreement.

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 Agreement. 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 Agreement and shall not relieve the CONTRACTOR of responsibility for deviations from the Agreement 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 Agreement, 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 Agreement, 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 Agreement. 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 Agreement as follows:

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officials, 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(B) 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(C) 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 Amount 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 Amount, 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 Agreement, 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.

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 Agreement. 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 Agreement 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 Agreement, 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 Amount being set forth in the Change Order, (b) such change in the Contract Amount, 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 Amount, 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 Amount 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, 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, 6% 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), 6% 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) or elsewhere 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 Agreement 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 the CITY'S 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 Agreement, 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 Amount 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 Amount, 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 and agrees, in writing, to the specified additional time to correct the defect or non-conformance.

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 13(E) above); and

(2) preserving and protecting work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and

(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 Agreement 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 Agreement 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:

a. Contract costs for labor, materials, equipment and other services accepted under this Agreement;

b. 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 Agreement 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;

c. 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 Agreement, 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 Final Completion has been achieved, if any portion of the Contract Amount, 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 Agreement.

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 Agreement, 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 Agreement, 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. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

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.

Workers' Compensation/Employer's Liability 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 thirty (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.

Commercial General Liability 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) and ISO form CG 20 37 (Additional Insured – Owners, Lessees, or Contractors-Completed Operations).

The policy must be endorsed to provide CITY with thirty (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.

Automobile Liability 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 thirty (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

Pollution Legal Liability 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 thirty (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 (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any 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) Property/Builder's Risk Insurance

CONTRACTOR shall provide, in a policy acceptable to the CITY, "all risk" (i.e., Special Form) property or builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract Amount.

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of $20,000 or 5% of the Contract Amount. CONTRACTOR shall be responsible for the payment of such deductible.

The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation. The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees.

17(A)(8) 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 Agreement 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 Agreement.

17(A)(9) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any WORK under this Agreement. Failure to do so shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17(A)(10) 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 Amount. Within fifteen (15) 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, 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 Agreement, 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 U.S. Department of the Treasury Circular 570, Revised 2022, 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 the Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2022, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the Treasury Circular 570, Revised 2022, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). 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 Agreement 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 Agreement 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 the CONTRACTOR 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 Agreement 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, "Equal Employment Opportunity," 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 Agreement or otherwise shall be sent to the following:

CITY:
John R. Andrews, P.E., City Engineer
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

Attention: City Manager
City Attorney

CONTRACTOR:
JANICE M. RILEY INC. DBA THE PAVING LADY
1000 W Industrial Ave.
Boynton Beach, FL 33426

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 Agreement 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.

ARTICLE 26
SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the CITY'S sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

ARTICLE 27
E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONSULTANT. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an

unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

Henry Cstolo
Print name

Signature

John Provenzano
Print name

Signature

CONTRACTOR:
JANICE M. RILEY INC. D.B.A. THE PAVING LADY

By: MAURO COMUZZI

Title: CEO / President

Federal Tax ID No. 65-0303696

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE 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 **5th** day of **September 5, 2023,** a copy of which is hereto attached and made a part hereof, **to furnish Annual Street Resurfacing, Bid No. 2023-044.**

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) Secretary

Name _____
(Type)

(Corporate Seal)

_____
Witness as to Principal

_____
Witness as to Principal

_____
Principal

By _____

Name _____
(Type)

Title _____

_____
(Address)

_____

ATTEST:

_____
(Surety) Secretary

Name _____
(Type)

(Corporate Seal)

_____
Witness as to Surety

_____
Witness as to Surety

_____
Surety

By _____
Attorney-in-Fact

Name _____
(Type)

_____
(Address)

_____

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

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

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 **5th** day of **September 5, 2023,** a copy of which is hereto attached and made a part hereof, **to furnish Annual Street Resurfacing.**

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 _____ (Type)

Name _____ (Type)

Title _____

(Corporate Seal)

_____ (Address)

_____ Witness as to Principal

_____

_____ Witness as to Principal

ATTEST:

_____ Surety

_____ (Surety) Secretary

By _____ Attorney-in-Fact

Name _____ (Type)

Name _____ (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

Gmail

John Provenzano <john@pavinglady.com>

FW: Paving Lady Contract 2023-044 - Bond questions

1 message

Selena Griffett <sgriffett@cityoffortpierce.com> Wed, Dec 13, 2023 at 11:16 AM
To: "john@pavinglady.com" <john@pavinglady.com>
Cc: Mauro Comuzzi <mauro@pavinglady.com>

Good morning John,

As we discussed, the City agrees that bond amounts should be tied to individual Task/Work Order amounts, not the entire contract amount.

The email chain below indicates concurrence from the Purchasing Manager and City Attorney.

I received no direction on editing the actual contract document but am providing this email record to you for confirmation.

Please let us know if there is anything else you need.

Thank you for your patience and cooperation.

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:38 PM
To: Sara Hedges <shedges@cityoffortpierce.com>; Selena Griffett <sgriffett@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Sounds good to me.

Thanks Sara,

Gelencia Carter | Purchasing Manager | City of Fort Pierce

Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

From: Sara Hedges <shedges@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:22 PM
To: Gelencia Carter <gcarter@cityoffortpierce.com>; Selena Griffett <sgriffett@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

I think you can make that a part of each Specific Authorization when they come up. So long as you all are satisfied that we have received each required performance bond.

Sara Hedges | City Attorney | City of Fort Pierce

City Attorney's Office

Phone: 772.467.3046 Fax: 772.489.5492

100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:21 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Selena,

I think that's a question for Sara.

Thanks,

Gelencia Carter | Purchasing Manager | City of Fort Pierce

Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey



From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:48 PM
To: Gelencia Carter <gcarter@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

I agree, Genny.

Do we need to revise the contract document or something?

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey



From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:35 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Good morning,

Being that the contract is a unit price contract and the projects are being assigned by individual task orders, I think the typical method is how we should proceed, the contractor providing payment and performance bonds for the amount of the Task Order/Specific Authorization.

Kindest regards,

Gelencia Carter | Purchasing Manager | City of Fort Pierce

Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE
Florida

From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:21 PM
To: Sara Hedges <shedges@cityoffortpierce.com>; Gelencia Carter <gcarter@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: Paving Lady Contract 2023-044 - Bond questions

Good Morning Ladies,

The contractor called me with a question and I need your opinions/advice.

Article 18 Performance and Payment Bonds (page 30 of the attached document) of the contract requires bond amounts reflective of the entire contract amount. This is prohibitive for a unit price type contract. Typically, upon notice to proceed for an individual Task Order/Specific Authorization, the contractor will provide payment and performance bonds for the amount of the Task Order/Specific Authorization.

Is this your understanding as well?

How do you suggest we handle this?

Thanks for your help!

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2023

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	

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 :		

INSURED
Janice M. Riley, Inc dba The Paving Lady
Asfalto, Inc.
1000 West Industrial Avenue
Boynton Beach FL 33426

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:	Y		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)	$ 10,000
							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)

RE: City of Fort Pierce Annual Street Resurfacing project 2023-044

City of Fort Pierce and its board members, officials, officers and employees are included as Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER

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

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
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW ANNUAL SERVICES RESURFACING CONTRACT FOR MAYOR SIGNATURE

CAO RLS FILE: RLS 24-08

DATE: JANUARY 31, 2024

I have reviewed the above Request for Legal Services (RLS) related to an Agreement with the Paving Lady. This is a follow-up to RLS 23-309. The Agreement, as provided, is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

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

Meeting Date: 02/20/2024

Re: RFQ #2024-005 MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

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

---

SUBJECT:

Approval of evaluation committee recommendations for providers identified in the following service areas for the Miscellaneous Professional Continuing Services RFQ No. 2024-005 for an initial period of two (1) year with three (3) one-year renewal options: Architectural, Environmental Testing, Facilities Engineering-Mechanical, Electrical, and Plumbing (MEP), Facilities Engineering-Structural, Hydrogeological, Landscape Architectural, and Urban Planning.

SUMMARY:

The City of Fort Pierce solicited Statements of Qualifications from professional firms qualified to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments. There were twenty-three (23) respondents to RFQ 2024-005 Miscellaneous Professional Continuing Services. A committee of three (3) evaluators (City Engineer Jack Andrews, Deputy Building Official Shaun Coss, and Planning Director Kev Freeman) reviewed each of the submittals and scored them based on the criteria below. The total possible points per evaluator was 100 points.

- Executive Summary: Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation. **Points: 10**
- Qualifications of Company: Includes company qualifications, introduction, and company information. **Points: 25**
- Personnel: Personnel qualifications. **Points: 30**
- Services: Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company. The number and size of relevant projects being performed currently. Status of each current project in regard to completion schedule. **Points: 35**

The City of Fort Pierce desires to pre-qualify up to three (3) licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA: in the following service areas for an initial period of one (1) year with three (3) one-year renewal options: Architectural, Environmental Testing, Facilities Engineering-Mechanical, Electrical, and Plumbing (MEP), Facilities Engineering-Structural, Hydrogeological, Landscape Architectural, and Urban Planning.

RECOMMENDATION:

The evaluation committee recommends the following firms be listed as the city's Miscellaneous Professional Continuing Services providers for an initial term of one (1) year with three (3) one-year renewal options.
Architectural Services

- Architects Design Collaborative, LLC and Zyscovich, LLC scores were tied at 268.5, EXP U.S. Services, Inc., Don Bergman Architecture LLC

Environmental Services

- GFA International, Inc. dba Universal Engineering Sciences, Royal Consulting Services, Inc., EXP U.S. Services, Inc.

Facilities Engineering - MEP Services

- TLC Engineering Solutions, Inc., Cape Design Engineering Co., BCER Engineering, Inc. and SGM Engineering, Inc.'s scores were tied at 255

Facilities Engineering - Structural

- TLC Engineering Solutions, Inc., MBV Engineering, Inc., and Cape Design Engineering Co.

Hydrogeological

- Royal Consulting Services, Inc. and EXP U.S. Services, Inc.

Landcape Architect

- Architects Design Collaborative, LLC, Cotleur & Hearing, and Inspire Placemaking Collective, Inc.

Urban Planning

- Zyscovich, LLC, Architects Design Collaborative, LLC, Cotleur & Hearing,

ALTERNATIVES:

Reject or revise as directed by the City Commission.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator
John Andrews, City Engineer
Shaun Coss, Assistant Building Director
Kev Freeman, Planning Director

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
Shyanne Harnage, Economic Development Manager
Purchasing Division

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2024
Account: N/A
Amount: N/A
OTHER INFORMATION:
No fiscal impact at this time. Each individual project will be presented separately for approval.

Attachments

Bid Tabulation Memorandum
RFQ Scoring Sheets
RFQ 2024-005 Proposal Document

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/08/2024 08:08 AM
City Manager	Nick Mimms	02/09/2024 07:35 AM

Form Started By: Audria Moore Started On: 01/05/2024 11:52 AM
Final Approval Date: 02/09/2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Syanne Harnage, Economic Development Manager**

FROM: **Monica Gonzales, Purchasing Specialist** *Monica Gonzales*

SUBJECT: **RFQ No. 2024-005 Miscellaneous Professional Continuing Services**

DATE: **November 22, 2023**

Attached is the tabulation sheet for the above referenced proposal. A copy of each submittal received will be sent via email. The file is available for review in the Purchasing Division.

The invitation was sent to 1539 vendors. Eighty- Eight (88) vendors requested specifications with twenty-three (23) responding (26.13%) 0 "No Bid" (26.13% 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 the RFQ 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 **January 13, 2024**, which is the expiration date of the proposal and responses.
/mg

Attachment

cc: Johnna Morris, Director of Finance
Nick Mimms, City Manager

CITY OF FORT PIERCE
TABULATION OF PROPOSALS

RFQ ON:	**MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
RFQ NUMBER:	**RFQ 2024-005**
DATE:	11/14/23 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
23 of 88 = 26.13 %
0 "No Bids"
Total = 26.13%

"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
Architects Design Collaborative, LLC *Port St. Lucie, FL*
BCER Engineering, Inc *Melbourne, FL*
BEA Architects, Inc *Miami, FL*
Cape Design Engineering Co. *Melbourne, FL*
Cotleur & Hearing *Jupiter, FL*
CPZ Architects, Inc *Plantation, FL*
District Planning Group, LLC *Fort Pierce, FL*
Don Bergman Architecture LLC *Fort Pierce, FL*

VENDOR
EXP U.S Services, Inc *Maitland, FL*
GFA International, Inc dba Universal Engineering Sciences *Port St. Lucie, FL*
Inspire Placemaking Collective, Inc *Orlando, FL*
Jeffrey Igoe Architects, P.A. *Vero Beach, FL*
Jenkins and Charland, Inc *Plantation, FL*
LandDesign, Inc *Orlando, FL*
MBV Engineering, Inc *Vero Beach, FL*
MKDA Florida *Miami, FL*
My Arquitectos, LLC *Boynton Beach, FL*
Ritacco and Chan Architecture LLC *Vero Beach, FL*
Royal Consulting Services, Inc *Longwood, FL*
SGM Engineering, Inc *Orlando, FL*
TLC Engineering Solutions, Inc *Melbourne, FL*
West Architecture + Design, LLC *Lantana, FL*
Zyscovich, LLC *West Palm Beach, FL*

PLEASE NOTE:

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

Cumulative Evaluation Matrix

RFQ No. 2024-005

Miscellaneous Professional Continuing Services

Architectural Services

ES	Q	P	S	ES	Q	P	S	ES	Q	P	S	TOTAL SCORES	References (Yes/No)
Architects Design Collaborative, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**268.5**	Y
10	24	25	33	10	25	30	32.5	6	20	23	30		
TOTAL SCORE			**92**	**TOTAL SCORE**			**97.5**	**TOTAL SCORE**			**79**		
BEA Architects, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**238**	Y
8	23	25	30	10	20	20	25	7	20	25	25		
TOTAL SCORE			**86**	**TOTAL SCORE**			**75**	**TOTAL SCORE**			**77**		
CPZ Architects, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**244**	Y
7	23	23	28	10	20	30	25	8	20	27	23		
TOTAL SCORE			**81**	**TOTAL SCORE**			**85**	**TOTAL SCORE**			**78**		
Don Bergman Architecture, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**247.5**	Y
8	23	20	34	10	25	20	32.5	7	20	28	75		
TOTAL SCORE			**85**	**TOTAL SCORE**			**87.5**	**TOTAL SCORE**			75		
EXP U. S. Services Inc.													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**250**	Y
9	24	30	25	10	20	30	20	10	20	25	27		
TOTAL SCORE			**88**	**TOTAL SCORE**			**80**	**TOTAL SCORE**			**82**		
Jeffrey Igoe Architects, P.A.													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**209**	Y
7	20	20	27					5	15	20	20		
TOTAL SCORE			**74**	**TOTAL SCORE**			**75**	**TOTAL SCORE**			**60**		
MKDA Florida													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**219**	Y
8	22	25	26	10	15	20	20	6	20	25	22		
TOTAL SCORE			**81**	**TOTAL SCORE**			**65**	**TOTAL SCORE**			**73**		
My Arquitectos, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**173**	Y
6	17	15	20	5	15	20	20	5	15	15	20		
TOTAL SCORE			**58**	**TOTAL SCORE**			**60**	**TOTAL SCORE**			**55**		
Ritacco and Chan Architecture, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**207**	Y
7	20	20	25	10	20	20	20	10	17	20	18		
TOTAL SCORE			**72**	**TOTAL SCORE**			**70**	**TOTAL SCORE**			**65**		
West Architecture + Design, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**223**	Y
8	22	25	28	7.5	17.5	20	30	8	20	15	22		
TOTAL SCORE			**83**	**TOTAL SCORE**			**75**	**TOTAL SCORE**			**65**		
Zyscovich, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**268.5**	Y
10	25	25	33	10	22.5	30	30	10	23	25	25		
TOTAL SCORE			**93**	**TOTAL SCORE**			92.5	**TOTAL SCORE**			**83**		

RESPONDENT RANKINGS	SCORE
Architects Design Collaborative, LLC	**268.5**
Zyscovich, LLC	**268.5**
EXP U.S Services, Inc	**250**
Don Bergman Architecture LLC	**247.5**
BEA Architects, Inc	238
West Architecture + Design, LLC	223
MKDA Florida	219
Jeffrey Igo Architects, P.A.	209
Ritacco and Chan Architecture, LLC	207
My Arquitectos, LLC	173
CPZ Archietects, Inc	159

Respondents ranked from highest to lowest score.

CRITERIA	MAX POINTS
Executive Summary (ES): Details on how you plan to provide services based on the specifications or scope of work provided in this solicitation.	**10**
Qualifications of Company (Q): Includes company qualifications, introduction, and company information.	**25**
Personnel (P): Personnel qualifications	**30**
Services (S): Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company. Number and size of relevant projects being performed currently. Status of each current project in regard to completion schedule.	**35**
TOTAL POSSIBLE POINTS	**100 (300)**

Cumulative Evaluation Matrix
RFQ No. 2024-005
Miscellaneous Professional Continuing Services

Environmental Testing Services

ES	Q	P	S	ES	Q	P	S	ES	Q	P	S	TOTAL SCORES	References (Yes/No)
EXP U.S Services, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**235**	Y
9	24	30	25	10	20	15	20	10	20	25	27		
TOTAL SCORE			**88**	**TOTAL SCORE**			**65**	**TOTAL SCORE**			**82**		
GFA International, Inc dba Universal Engineering Sciences													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**275**	Y
10	25	30	30	10	25	30	30	10	23	25	27		
TOTAL SCORE			**95**	**TOTAL SCORE**			**95**	**TOTAL SCORE**			**85**		
Royal Consulting Services, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**256**	Y
8	23	25	28	10	25	30	25	10	23	24	25		
TOTAL SCORE			**84**	**TOTAL SCORE**			**90**	**TOTAL SCORE**			**82**		

RESPONDENT RANKINGS	SCORE
GFA International, Inc dba Universal Engineering Sciences	**275**
Royal Consulting Services, Inc	**256**
EXP U.S Services, Inc	**235**

Respondents ranked from highest to lowest score.

CRITERIA	MAX POINTS
Executive Summary: Details on how you plan to provide services based on the specifications or scope of work provided in this solicitation.	**10**
Qualifications of Company: Includes company qualifications, introduction, and company information.	**25**
Personnel: Personnel qualifications	**30**
Services: Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company. Number and size of relevant projects being performed currently. Status of each current project in regard to completion schedule.	**35**
TOTAL POSSIBLE POINTS	**100 (300)**

Cumulative Evaluation Matrix
RFQ No. 2024-005
Miscellaneous Professional Continuing Services

Facilities Engineering-Mechanical, Electrical, and Plumbing (MEP) Services

ES	Q	P	S	ES	Q	P	S	ES	Q	P	S	TOTAL SCORE	References (Yes/No)
BCER Engineering, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**255**	**Y**
9	23	30	28	10	20	30	25	8	20	25	27		
TOTAL SCORE			**90**	**TOTAL SCORE**			**85**	**TOTAL SCORE**			**80**		
Cape Design Engineering Co.													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**258**	**Y**
9	24	25	28	10	25	30	25	7	22	25	28		
TOTAL SCORE			**86**	**TOTAL SCORE**			**90**	**TOTAL SCORE**			**82**		
EXP U.S Services, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**252**	**Y**
9	24	30	25	10	20	30	20	10	20	25	29		
TOTAL SCORE			**88**	**TOTAL SCORE**			**80**	**TOTAL SCORE**			**84**		
SGM Engineering, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**255**	**Y**
8	23	25	28	10	20	30	30	8	20	25	28		
TOTAL SCORE			**84**	**TOTAL SCORE**			**90**	**TOTAL SCORE**			**81**		
TLC Engineering Solutions, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**280**	**Y**
10	25	30	33	10	25	30	30	9	23	25	30		
TOTAL SCORE			**98**	**TOTAL SCORE**			**95**	**TOTAL SCORE**			**87**		

RESPONDENT RANKINGS	SCORE
TLC Engineering Solutions, Inc	**280**
Cape Design Engineering Co.	**258**
BCER Engineering, Inc	**255**
SGM Engineering, Inc	**255**
EXP U.S. Service, Inc	252

Respondents ranked from highest to lowest score.

CRITERIA	MAX POINTS
Executive SummarY (ES): Details on how you plan to provide services based on the specifications or scope of work provided in this solicitation.	**10**
Qualifications of Company (Q): Includes company qualifications, introduction, and company information.	**25**
Personnel (P): Personnel qualifications	**30**
Services (S): Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company. Number and size of relevant projects being performed currently. Status of each current project in regard to completion schedule.	**35**
TOTAL POSSIBLE POINTS	**100 (300)**

Cumulative Evaluation Matrix
RFQ No. 2024-005
Miscellaneous Professional Continuing Services

Facilities Engineering-Structural Services

ES	Q	P	S	ES	Q	P	S	ES	Q	P	S	TOTAL SCORES	References (Yes/No)
Cape Design Engineering Co.													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**258**	Y
9	24	25	28	10	25	30	25	7	22	25	28		
TOTAL SCORE			**86**	**TOTAL SCORE**			**90**	**TOTAL SCORE**			**82**		
EXP U.S Services, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**253**	Y
9	24	30	25	10	20	30	20	10	20	26	29		
TOTAL SCORE			**88**	**TOTAL SCORE**			**80**	**TOTAL SCORE**			85		
Jenkins and Charland, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**250**	Y
9	24	30	30	10	20	25	25	7	20	25	25		
TOTAL SCORE			**93**	**TOTAL SCORE**			**80**	**TOTAL SCORE**			**77**		
MBV Engineering, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**270**	Y
10	24	28	32	10	25	30	30	8	22	25	26		
TOTAL SCORE			**94**	**TOTAL SCORE**			**95**	**TOTAL SCORE**			**81**		
TLC Engineering Solutions, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**277**	Y
10	25	30	33	10	25	30	30	9	23	25	27		
TOTAL SCORE			**98**	**TOTAL SCORE**			**95**	**TOTAL SCORE**			**84**		

RESPONDENT RANKINGS	SCORE
TLC Engineering Solutions, Inc	**277**
MBV Engineering, Inc	**270**
Cape Design Engineering Co.	**258**
EXP U.S Services, Inc	253
Jenkins and Charland, Inc	250

Respondents ranked from highest to lowest score.

CRITERIA	MAX POINTS
Executive Summary (ES): Details on how you plan to provide services based on the specifications or scope of work provided in this solicitation.	**10**
Qualifications of Company (Q): Includes company qualifications, introduction, and company information.	**25**
Personnel (P): Personnel qualifications	**30**
Services (S): Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company. Number and size of relevant projects being performed currently. Status of each current project in regard to completion schedule.	**35**
TOTAL POSSIBLE POINTS	**100 (300)**

Cumulative Evaluation Matrix
RFQ No. 2024-005
Miscellaneous Professional Continuing Services

Hydrogeological Services

ES	Q	P	S	ES	Q	P	S	ES	Q	P	S	TOTAL SCORES	References (Yes/No)
EXP U.S Services, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**236**	**Y**
9	24	30	25	10	20	15	20	10	20	25	28		
TOTAL SCORE			**88**	**TOTAL SCORE**			**65**	**TOTAL SCORE**			**83**		
Royal Consulting Services, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**267**	**Y**
8	23	25	28	10	25	30	30	10	23	27	28		
TOTAL SCORE			**84**	**TOTAL SCORE**			**95**	**TOTAL SCORE**			**88**		

RESPONDENT RANKINGS	SCORE
Royal Consulting Services, Inc	**267**
EXP U.S Services, Inc	**236**

Respondents ranked from highest to lowest score.

CRITERIA	MAX POINTS
Executive Summary (ES): Details on how you plan to provide services based on the specifications or scope of work provided in this solicitation.	**10**
Qualifications of Company (Q): Includes company qualifications, introduction, and company information.	**25**
Personnel (P): Personnel qualifications	**30**
Services (S): Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company. Number and size of relevant projects being performed currently. Status of each current project in regard to completion schedule.	**35**
TOTAL POSSIBLE POINTS	**100 (300)**

Cumulative Evaluation Matrix
RFQ No. 2024-005
Miscellaneous Professional Continuing Services

Landscape Architectural Services

ES	Q	P	S	ES	Q	P	S	ES	Q	P	S	TOTAL SCORES	References (Yes/No)
Architects Design Collaborative, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**277.5**	**Y**
10	24	25	33	10	25	30	32.5	8	23	27	30		
TOTAL SCORE			**92**	**TOTAL SCORE**			**97.5**	**TOTAL SCORE**			**88**		
Cotleur & Hearing													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**274**	**Y**
10	25	30	30	10	25	30	25	9	23	27	30		
TOTAL SCORE			**95**	**TOTAL SCORE**			**90**	**TOTAL SCORE**			**89**		
Inspire Placemaking Collective, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**262**	**Y**
8	23	25	28	10	15	30	35	10	22	25	31		
TOTAL SCORE			**84**	**TOTAL SCORE**			**90**	**TOTAL SCORE**			**88**		
LandDesign, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**246**	**Y**
8	22	20	28	10	20	30	25	9	23	27	24		
TOTAL SCORE			**78**	**TOTAL SCORE**			**85**	**TOTAL SCORE**			**83**		

RESPONDENT RANKINGS	SCORE
Architects Design Collaborative, LLC	**277.5**
Cotleur & Hearing	**274**
Inspire Placemaking Collective, Inc	**262**
LandDesign, Inc	246

Respondents ranked from highest to lowest score.

CRITERIA	MAX POINTS
Executive Summary (ES): Details on how you plan to provide services based on the specifications or scope of work provided in this solicitation.	**10**
Qualifications of Company (Q: Includes company qualifications, introduction, and company information.	**25**
Personnel (P): Personnel qualifications	**30**
Service (S): Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company. Number and size of relevant projects being performed currently. Status of each current project in regard to completion schedule.	**35**
TOTAL POSSIBLE POINTS	**100 (300)**

Cumulative Evaluation Matrix

RFQ No. 2024-005

Miscellaneous Professional Continuing Services

Urban Planning

ES	Q	P	S	ES	Q	P	S	ES	Q	P	S	TOTAL SCORES	References (Yes/No)
Architects Design Collaborative, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**264.5**	**Y**
10	24	25	33	10	25	30	32.5	6	20	23	26		
TOTAL SCORE			**92**	**TOTAL SCORE**			**97.5**	**TOTAL SCORE**			**75**		
Cotleur & Hearing													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**263**	**Y**
10	25	30	30	10	20	30	20	9	23	27	29		
TOTAL SCORE			**95**	**TOTAL SCORE**			**80**	**TOTAL SCORE**			**88**		
CPZ Architects, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**231**	**Y**
7	23	23	28	10	20	20	25	8	20	27	20		
TOTAL SCORE			**81**	**TOTAL SCORE**			**75**	**TOTAL SCORE**			**75**		
District Planning Group, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**220**	**Y**
7	18	15	25	10	20	30	30	6	18	21	20		
TOTAL SCORE			**65**	**TOTAL SCORE**			**90**	**TOTAL SCORE**			**65**		
EXP US Services, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**243**	**Y**
9	24	30	25	10	20	25	20	10	20	25	25		
TOTAL SCORE			**88**	**TOTAL SCORE**			**75**	**TOTAL SCORE**			**80**		
Inspire Placemaking Collective, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**262**	**Y**
8	23	25	28	10	20	30	35	10	22	25	26		
TOTAL SCORE			**84**	**TOTAL SCORE**			**95**	**TOTAL SCORE**			**83**		
LandDesign, Inc													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**253**	**Y**
8	22	20	28	10	20	30	30	10	23	27	25		
TOTAL SCORE			**78**	**TOTAL SCORE**			**90**	**TOTAL SCORE**			**85**		
MKDA Florida													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**215**	**Y**
8	22	25	26	10	15	20	10	6	20	28	25		
TOTAL SCORE			**81**	**TOTAL SCORE**			**55**	**TOTAL SCORE**			**79**		
Ritacco and Chan Architecture, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**199**	**Y**
7	20	20	25	10	20	20	10	10	17	20	20		
TOTAL SCORE			**72**	**TOTAL SCORE**			**60**	**TOTAL SCORE**			**67**		
West Architecture + Design, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**221**	**Y**
8	22	25	28	7.5	17.5	20	25	8	20	15	25		
TOTAL SCORE			**83**	**TOTAL SCORE**			**70**	**TOTAL SCORE**			**68**		
Zyscovich, LLC													
Andrews, Jack				Coss, Shaun				Freeman, Kev				**270.5**	**Y**
10	25	25	33	10	22.5	30	25	10	23	27	30		
TOTAL SCORE			**93**	**TOTAL SCORE**			**87.5**	**TOTAL SCORE**			**90**		

RESPONDENT RANKINGS	SCORE
Zyscovich, LLC	**270.5**
Architects Design Collaborative, LLC	**264.5**
Cotleur & Hearing	**263**
Inspire Placemaking Collective, Inc	262
LandDesign, Inc	253
EXP US Services, Inc	243
CPZ Architects, Inc.	231
West Architects + Design, LLC	221
District Planning Group, LLC	220
MKDA Florida	215
Ritacco and Chan Architecture, LLC	199

Respondents ranked from highest to lowest score.

Criteria	MAX POINTS
Executive Summary (ES): Details on how you plan to provide services based on the specifications or scope of work provided in this solicitation.	**10**
Qualifications of Company (Q: Includes company qualifications, introduction, and company information.	**25**
Personnel (P): Personnel qualifications	**30**
Service (S): Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company. Number and size of relevant projects being performed currently. Status of each current project in regard to completion schedule.	**35**
Total Possible Points	**100**

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**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 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: --- **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, ARO**
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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SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

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2	DELAYS	1
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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 to 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 proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals 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 the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://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 Proposer. 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. Proposers 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 PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer'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 Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

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 proposal specification shall minimally meet 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 Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original 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 Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; 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 Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. 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 Proposers 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.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal 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 Proposer 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 Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers 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 $10,000.00) 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 proposals 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 Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal 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 proposal prior to their delivery, it shall be the responsibility of the Proposer 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 Proposer, 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer 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, Proposer 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 Request for Proposal 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

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, 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 Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals 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 proposal 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 Proposer 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 Proposer(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 Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal 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. PROPOSER 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 Proposal. Proposers should prepare their proposals 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 canceled 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

REQUIRED LIMITS OF INSURANCE

Vendor 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 sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors to provide insurance coverage complying with the requirements set forth herein, and will provide the City with evidence of such coverage prior to the commencement of the sub-Contractor's work.

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

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

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. 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	$1,000,000

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three 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:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made 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 and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

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

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

Neither approval by the City nor failure to disapprove insurance furnished by Vendor shall relieve Vendor from responsibility to provide insurance as required by this Agreement.

Vendor shall deliver to the City the required certificate(s) of insurance and endorsement(s) before the City signs this Agreement.

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

At its sole discretion, the City may obtain or renew Vendor's insurance, and the City may pay all or part of the premiums. Upon demand, Vendor shall repay City all monies paid to obtain or renew the insurance. The City may offset the cost of the premium against any monies due Vendor from the City.

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. 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

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@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).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

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

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's 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 Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer'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 proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: 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 Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified 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 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

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of the firm, 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)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(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: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima 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. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

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 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 Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

City Commission Regular Meeting - 5:05 pm **12. a.**

Meeting Date: 02/20/2024

Re: Trinity Luther Church of Fort Pierce (Major Amendment)

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for an application for a Major Amendment to a site plan at 2011 S. 13th Street, Fort Pierce, submitted by applicant Culpepper and Terpening, Inc on behalf of Trinity Lutheran Church of Fort Pierce. Parcel ID: 2416-504-0750-000-2

SUMMARY:

Request for review of an application for a Major Amendment to add a 6,530 sq. ft. classroom building to be used in association with religious education and day care programs offered by the Church.
The proposed building addition, a prefabricated modular structure, will be located along the western side of the existing developed area of the property. The proposed use will require minor modifications to the existing parking lot and site stormwater systems.

RECOMMENDATION:

Staff recommendation for the City Commission to vote APPROVAL on the major amendment.

ALTERNATIVES:

- Recommendation of approval with alternative conditions
- Recommendation of disapproval

RESPONSIBLE STAFF:

Kerry C. Driver, Planner

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report

Staff Report and Supporting Documents
Applicant File
Planning Board Mintues/Presentation
Public Notice Certification
Proof of Publication
Site Plan for Electronic Signature

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/08/2024 08:05 AM

Form Started By: Kerry Driver
Started On: 01/22/2024 01:58 PM
Final Approval Date: 02/08/2024

CITY OF FORT PIERCE

CITY COMMISSION

February 20th , 2024

Trinity Lutheran Church of Fort Pierce (Major Amendment)
2011 S. 13th Street

APPLICANT

Culpepper & Terpening, Inc.

PROPERTY OWNER(S)

Trinity Lutheran Church of Fort Pierce

PARCEL ID #(S):

2416-504-0750-000-2

SUMMARY/BACKGROUND

Request for review of an application for a Major Amendment to add a 6,530 sq. ft. classroom building to be used in association with religious education and day care programs offered by the Church.

The proposed building addition, a prefabricated modular structure, will be located along the western side of the existing developed area of the property. The proposed use will require minor modifications to the existing parking lot and site stormwater systems.

SITE LOCATION

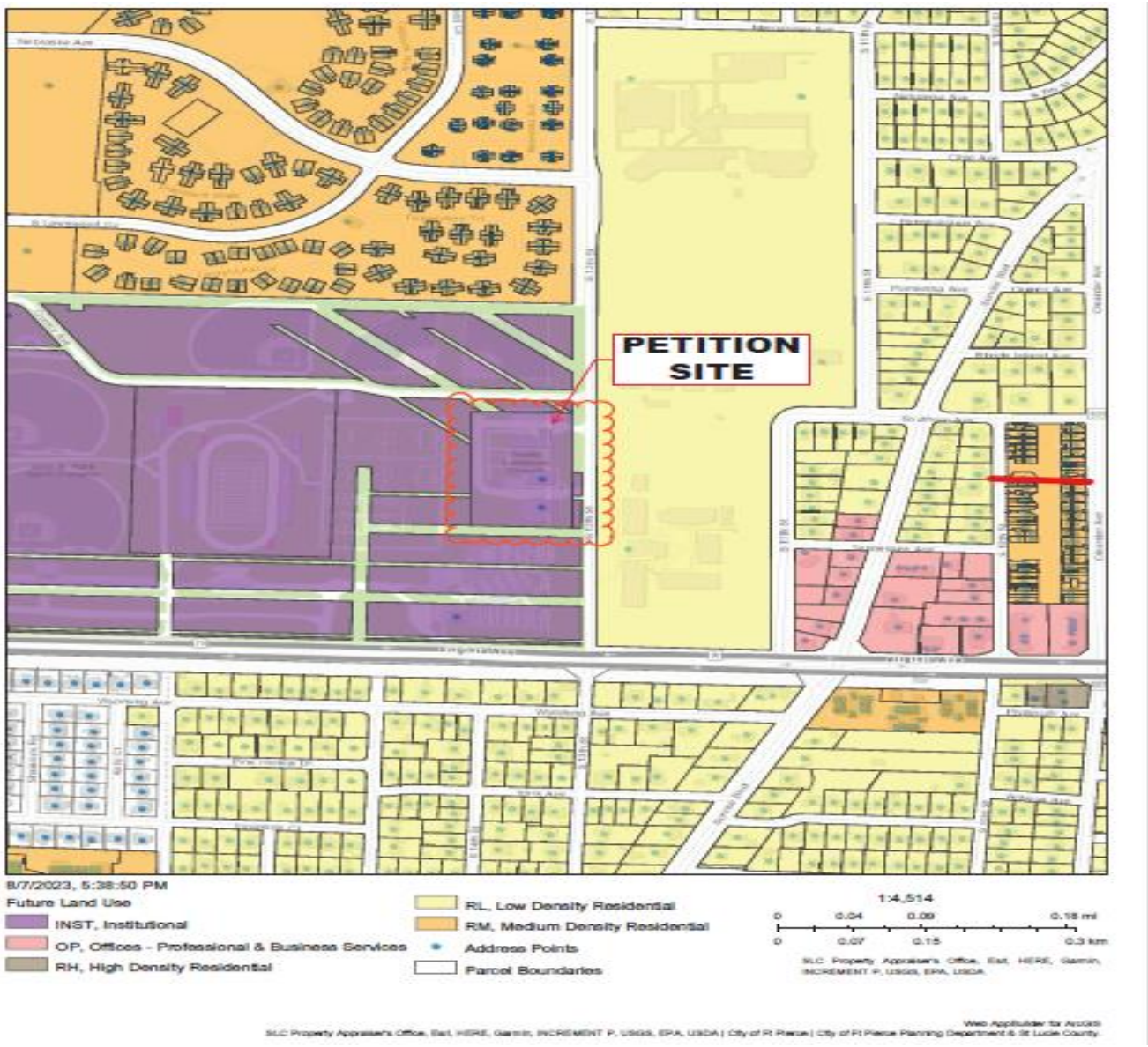


SITE AREA= 4.77+/- Acres

Trinity Lutheran Church (Major Amendment)

EXISTING FUTURE LAND USE

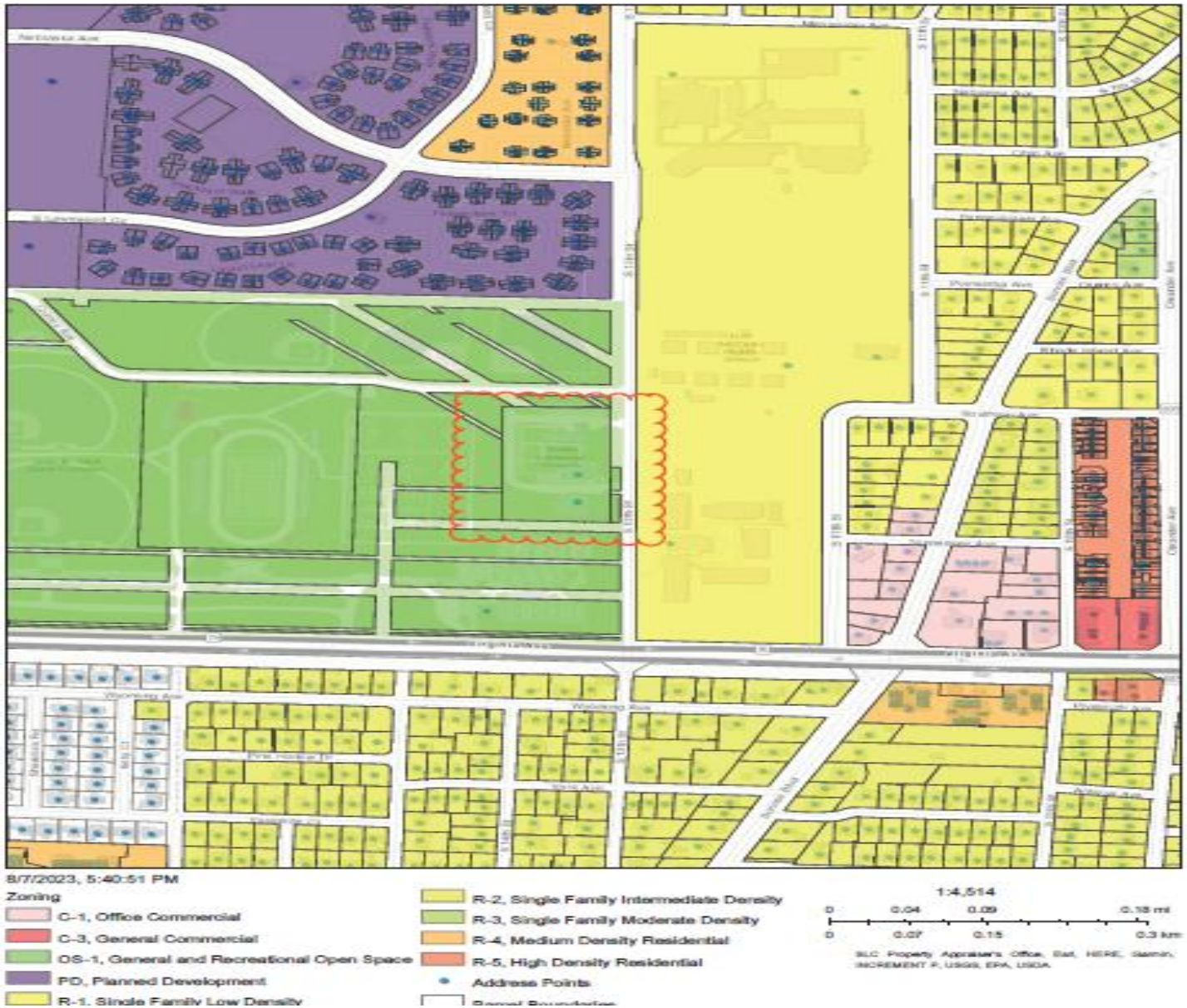
Current FLU: INST
Institutional



Trinity Lutheran Church (Major Amendment)

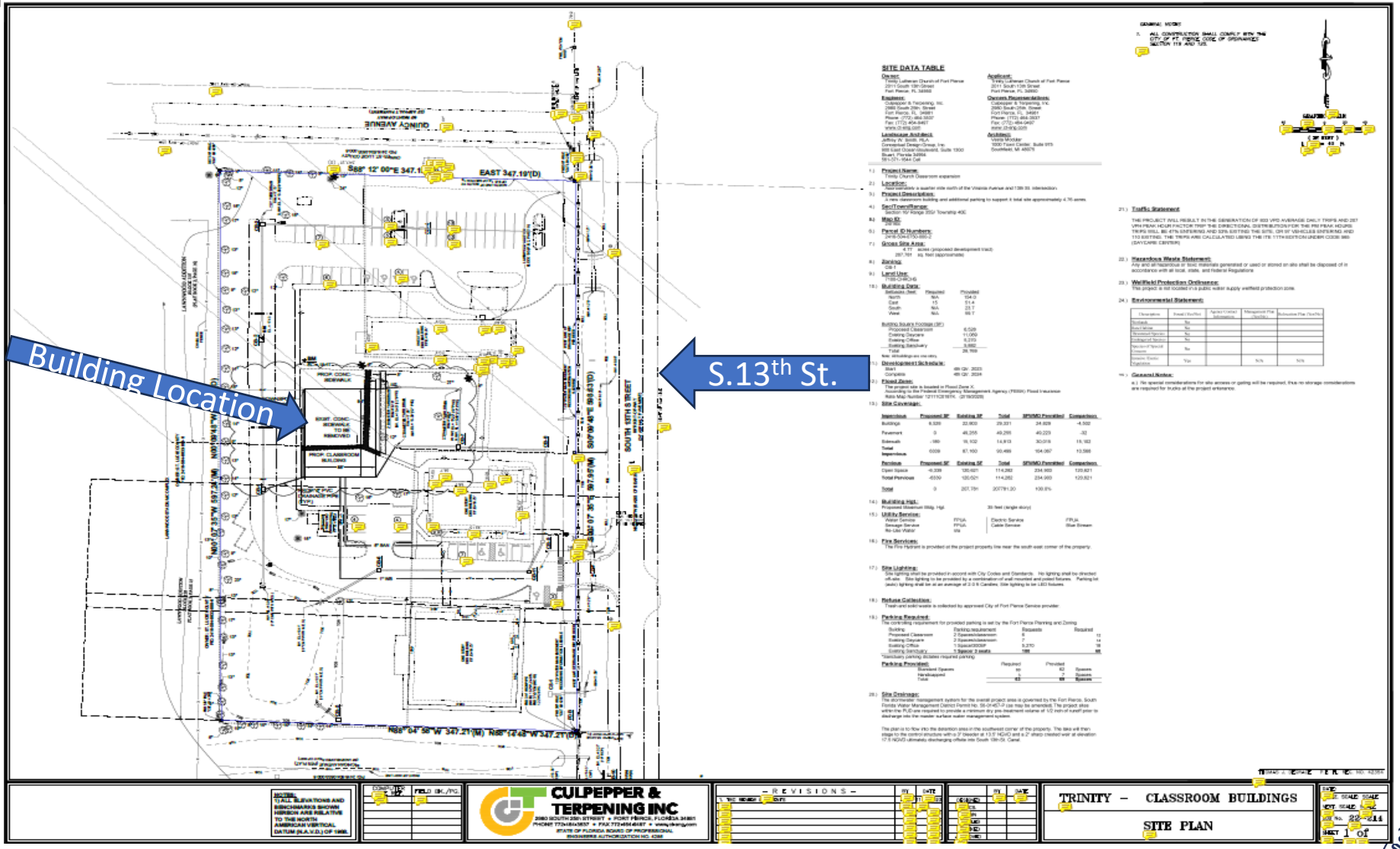
EXISTING ZONING

Currently Zoned: OS-1
General Recreational Open Space



Trinity Lutheran Church (Major Amendment)

SITE PLAN



Trinity Lutheran Church (Major Amendment)



Trinity Lutheran Church (Major Amendment)

DESIGN REVIEW

3.0 Wall Section
- Standard house wrap installed over exterior walls sheathing with LP smart siding
- False mansard of same siding material
- Matching skirting material with standard vents

4.0 Roof/Ceiling Section
- Transverse truss (Engineered truss), (UT14w) at 16" O.C.
- Roof sheathing to be 7/16"x4x8
- Roof covering to be 45 mil white EPDM.

5.0 Windows Section
- (21) each, 36x60 VS windows, tinted and insulated, vinyl frame, rated as necessary

6.0 Exterior Doors Section
- (2) each, 72" x 80" Steel/steel exterior doors with 6" x 30" VB. Not impact rated
- Standard closure, panic hardware and removable center tee astragal ST/ST. Both doors are active with mechanically fastened (removable) center tee astragal



REAR ELEV.



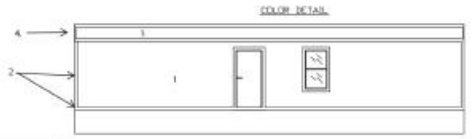
HITCH ELEV.



FRONT ELEV.



BACK ELEV.



DESCRIPTION	COLOR SELECTION
1. Building Body	D2B79B - Warm Carmel
2. Building Trim	E3D9C8 - Antique Beige
3. Mansard Body	
4. Skirting	B99E80 - Dapper Tan

VESTA MODULAR
1000 Town Center, Suite 975
Southfield, MI 48075

THE INFORMATION CONTAINED HEREIN IS PROPRIETARY TO VESTA HOUSING SOLUTIONS, INC DBA VESTA MODULAR, LLC. AND MAY NOT BE SHARED WITH ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF VESTA HOUSING SOLUTIONS, INC DBA VESTA MODULAR, LLC.

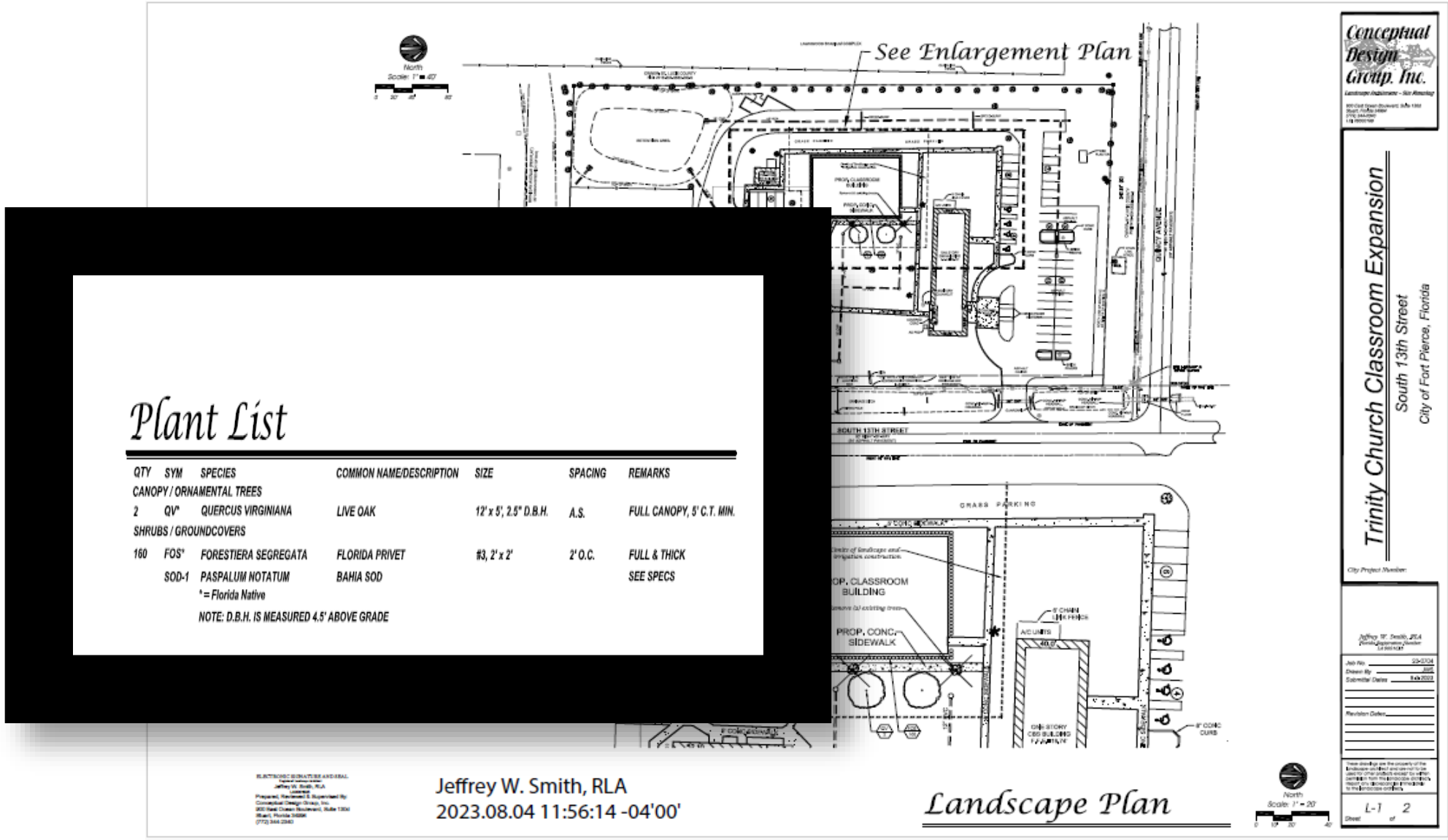
N W E S
FOR REFERENCE ONLY

98'x 68' CLASSROOM BUILDING
COLOR ELEVATIONS

DRAWING DATE: 07/20/23
REVISION #/DATE: 1. 2. 3.
DRAWING NUMBER: 1
DRAWN BY: ERC

Trinity Lutheran Church (Major Amendment)

LANDSCAPE PLAN

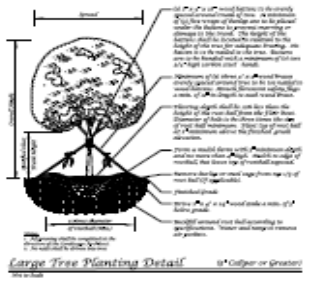


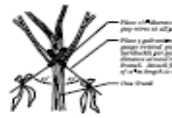
Trinity Lutheran Church (Major Amendment)

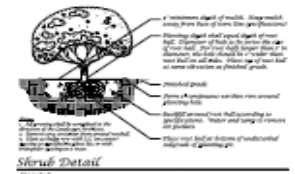
LANDSCAPE PLAN 2 of 2

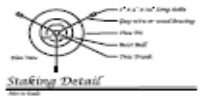
Landscape Specifications

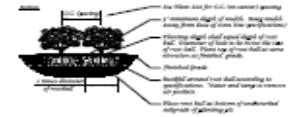
Landscape Details

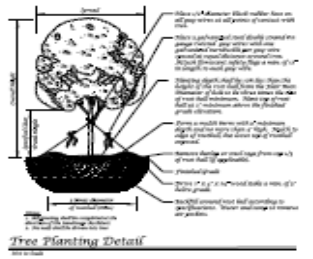

Large Tree Planting Detail

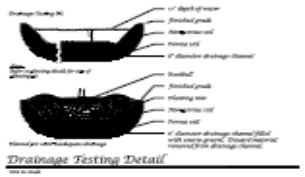

Guy Wire Attachment Detail

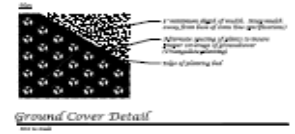

Shrub Detail

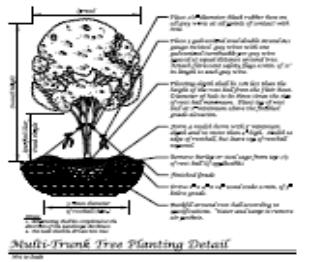

Staking Detail

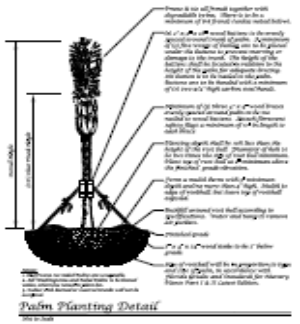


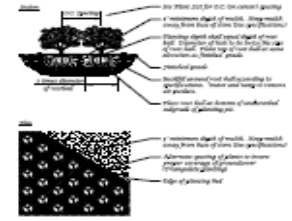

Tree Planting Detail


Drainage Testing Detail


Ground Cover Detail


Multi-Trunk Tree Planting Detail


Palm Planting Detail


Ground Cover Detail

Landscape Plan

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning

Trinity Church Classroom Expansion
South 13th Street
City of Fort Pierce, Florida

City Project Number:

Jeffrey W. Smith, RLA

Job No. 25-005
Drawn By: JWS
Submittal Dates: 8/30/2025

Revision Dates:

L-2 2
Sheet of

Trinity Lutheran Church (Major Amendment)

Planning Board

At the January 8th,2024meeting, the Planning Board voted unanimously to move the project to City Commission with a recommendation of approval.

Planning Board advised for applicant/representative to meet with the Planning Department to discuss building design and adding additional landscape.

DESIGN REVIEW

3.0 Wall Section
- Standard house wrap installed over exterior walls sheathing with LP smart siding
- False mansard of same siding material
- Matching skirting material with standard vents

4.0 Roof/Ceiling Section
- Transverse truss (Engineered truss), (UT14w) at 16" O.C.
- Roof sheathing to be 7/16"x4x8
- Roof covering to be 45 mil white EPDM.

5.0 Windows Section
- (21) each, 36x60 VS windows, tinted and insulated, vinyl frame, rated as necessary

6.0 Exterior Doors Section
- (2) each, 72" x 80" Steel/steel exterior doors with 6" x 30" VB. Not impact rated
- Standard closure, panic hardware and removable center tee astragal ST/ST. Both doors are active with mechanically fastened (removable) center tee astragal



REAR ELEV.



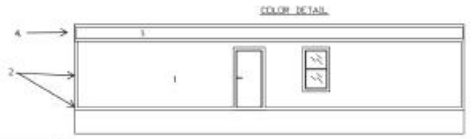
HITCH ELEV.



FRONT ELEV.



BACK ELEV.



DESCRIPTION	COLOR SELECTION
1. Building Body	D2B79B - Warm Carmel
2. Building Trim	E3D9C8 - Antique Beige
3. Mansard Body	
4. Skirting	B99E80 - Dapper Tan

VESTA MODULAR
1000 Town Center, Suite 975
Southfield, MI 48075

THE INFORMATION CONTAINED HEREIN IS PROPRIETARY TO VESTA HOUSING SOLUTIONS, INC DBA VESTA MODULAR, LLC. AND MAY NOT BE SHARED WITH ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF VESTA HOUSING SOLUTIONS, INC DBA VESTA MODULAR, LLC.

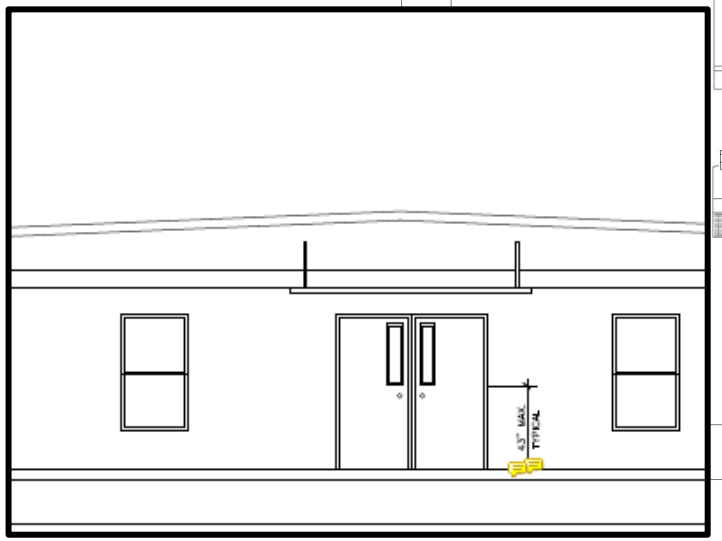
N W E S
FOR REFERENCE ONLY

98'x 68' CLASSROOM BUILDING
COLOR ELEVATIONS

DRAWING DATE: 07/20/23
REVISION #/DATE: 1. 2. 3.
DRAWING NUMBER: 1
DRAWN BY: ERC

Trinity Lutheran Church (Major Amendment)

Canopy Added





Trinity Lutheran Church (Major Amendment)

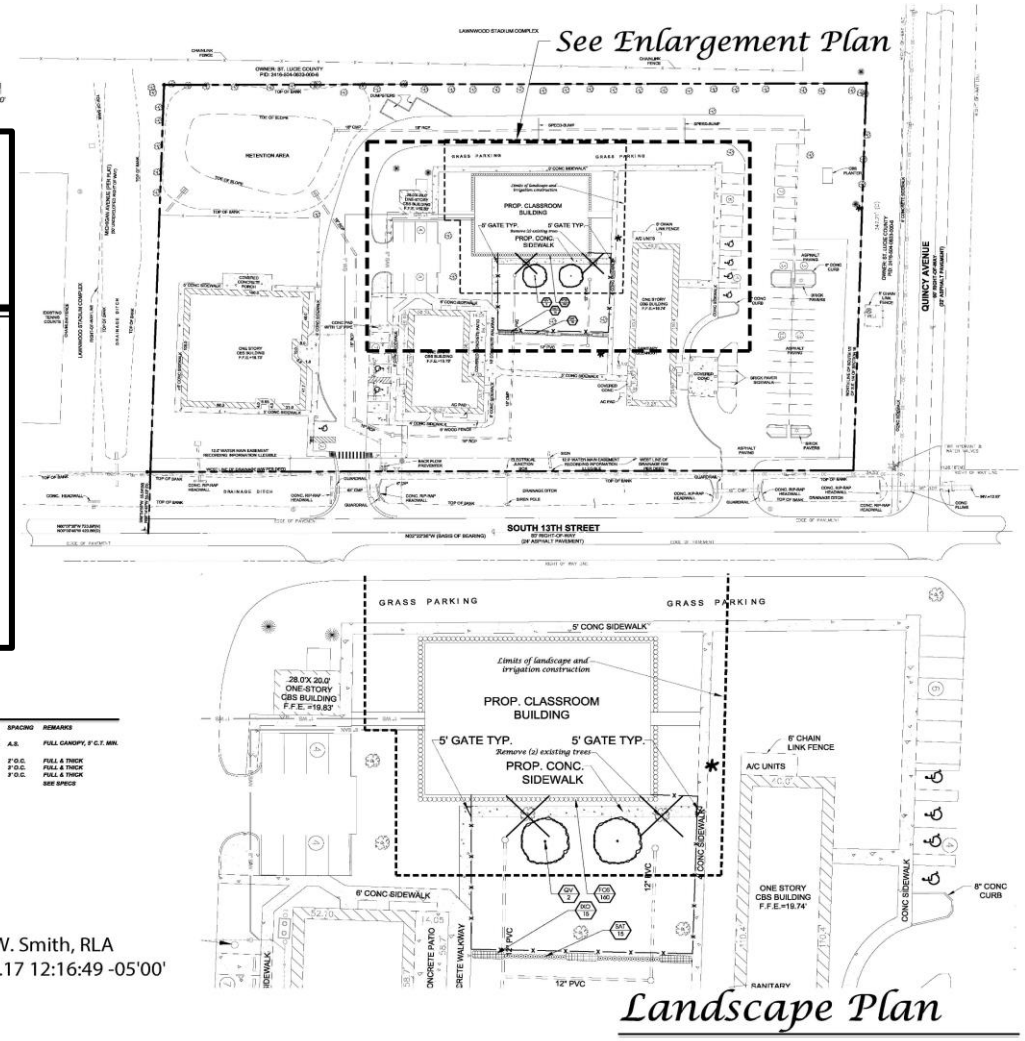
Updated Landscape Plan 1of 2

Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION
CANOPY / ORNAMENTAL TREES			
2	QV*	QUERCUS VIRGINIANA	LIVE OAK
SHRUBS / GROUNDCOVERS			
160	FOS*	FORESTIERA SEGREGATA	FLORIDA PRIVET
15	IXO	IXORA `NORA GRANT'	PINK IXORA
15	SAT	SCHEFFLERA ARBORICOLA 'TRINETTE'	SCHEFFLERA TRINETTE
	SOD-1	PASPALUM NOTATUM	BAHIA SOD

* = Florida Native

NOTE: D.B.H. IS MEASURED 4.5' ABOVE GRADE



Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000136

Trinity Church Classroom Expansion
South 13th Street
City of Fort Pierce, Florida

City Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number
LA 0001635

Job No.	23-0704
Drawn By	JWS
Submittal Dates	8-3-2023
	1-17-2024
Revision Dates	
City Comments #1	1-17-2024

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

L-1 2
Sheet of

Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS
CANOPY / ORNAMENTAL TREES						
2	QV*	QUERCUS VIRGINIANA	LIVE OAK	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.
SHRUBS / GROUNDCOVERS						
160	FOS*	FORESTIERA SEGREGATA	FLORIDA PRIVET	#3, 3' x 3'	3' O.C.	FULL & THICK
15	IXO	IXORA `NORA GRANT'	PINK IXORA	#3, 3' x 3'	3' O.C.	FULL & THICK
15	SAT	SCHEFFLERA ARBORICOLA 'TRINETTE'	SCHEFFLERA TRINETTE	#3, 3' x 3'	3' O.C.	FULL & THICK
	SOD-1	PASPALUM NOTATUM	BAHIA SOD			SEE SPECS

* = Florida Native

NOTE: D.B.H. IS MEASURED 4.5' ABOVE GRADE

General Notes

1. No plant substitutions can be made without the City of Fort Pierce's approval.
2. All required landscape improvements must be inspected and approved by the City prior to the issuance of a Certificate of Occupancy.
3. Any existing landscaping, sod, or irrigation damaged or destroyed during the construction shall be restored prior to the final inspection.
4. All prohibited, weeds and nuisance species shall be removed from the entire site prior to issuance of certificate of occupancy.
5. Corner visibility: All corners of the lot shall be so shaped to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Authority. All plantings on the lot shall be so placed that at vehicular access ways shall have a setback of 15' from the front and sides with 4' from the rear to all landscape material per the Florida Fire Prevention Code.

ELECTRONIC SIGNATURE AND SEAL
Jeffrey W. Smith, RLA
Florida Registration Number
LA 0001635
Prepared, Reviewed & Supervised By
Conceptual Design Group, Inc.
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340

Jeffrey W. Smith, RLA
2024.01.17 12:16:49 -05'00'

Trinity Lutheran Church (Major Amendment)

Updated Landscape Plan 2of 2

Landscape Specifications

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Modernizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warrantied for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Enviromulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to be kept a minimum of 3" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. Water thoroughly after backfilling. Form a water retaining basin around each plant with a 3" high berm of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chafing guards, with wooden stake anchors immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a rate of approximately 3-1-2 or 3-3-3 (e.g. one labeled 12-0-8). Similar analysis such as 16-0-8 (4-0-2) can also be used. Fertilizers that are slow release, controlled release, sulphur coated or with nitrogen as IBDU or urea/formaldehyde have extended release period. Thirty to fifty percent of the nitrogen should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs. per palm.

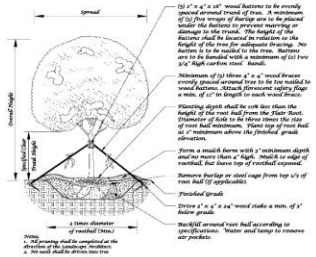
Agriform 20-0-5 twenty-one gram planting tablets may be substituted for granular fertilizer. If utilized, the following rates shall be utilized: Position plant in hole. Backfill halfway up the rootball. Place table(s) beside rootball about 1" from root tips. Do not place table(s) in bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & BB Trees 2 per 1" caliper

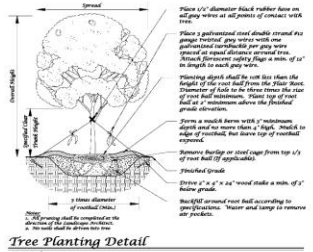
11. All planting areas and sod to be irrigated to provide 100% coverage. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by City and project is released by the General Contractor to Client.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrom secundatus Floritam (unless otherwise noted), machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod wmpa with tight joints, roll or tamp lightly, and water thoroughly.
15. Maintain positive drainage, no planting is to block drainage.
16. Drainage Testing:
Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
A) Dig each planting pit to the minimum specified size.
B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
D) Discard all material removed from the drainage channel.
E) When backfilling the planting pit, add coarse gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

NOTES:
1. Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate, the soil specification in item #8 above shall be revised for site conditions. Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
2. All fertilizers shall meet the City of Fort Pierce's fertilizer ordinance.

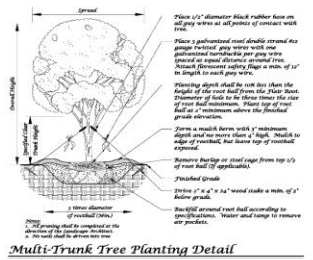
Landscape Details



Large Tree Planting Detail (5" Caliper or Greater)



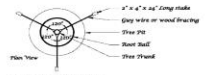
Tree Planting Detail



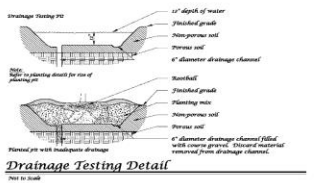
Multi-Trunk Tree Planting Detail



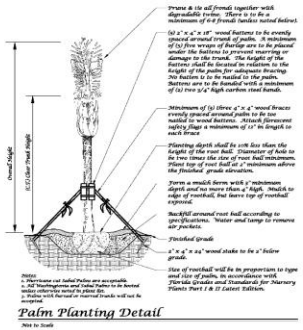
Guy Wire Attachment Detail



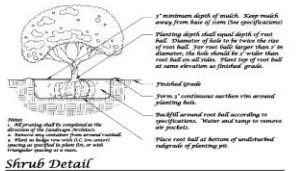
Staking Detail



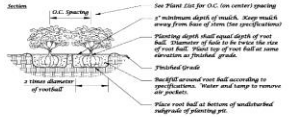
Drainage Testing Detail



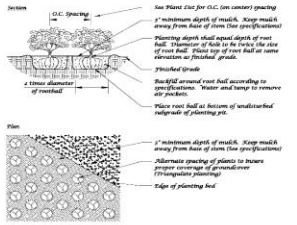
Palm Planting Detail



Shrub Detail



Ground Cover Detail



Ground Cover Detail

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
L.C. 26000196

Trinity Church Classroom Expansion
South 13th Street
City of Fort Pierce, Florida

City Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number
LA 0001635

Job No. 23-0704
Drawn By JWS
Submittal Dates 8-3-2023
1-17-2024

Revision Dates
City Comments #1 1-17-2024

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect

Sheet L-2 of 2

Landscape Plan

Trinity Lutheran Church (Major Amendment)

RECOMMENDATION

Staff recommendation is for the City Commission to **Approve** the application for Major Amendment.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with additional conditions
2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

February 20th , 2024

Trinity Lutheran Church of Fort Pierce (Major Amendment)
2011 S. 13th Street

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nick C. Mimms, P.E., ICMA-CM, City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Planner
RE:	Trinity Lutheran Church of FP Application for Major Amendment at 2011 S. 13th Street
BOARD DATE:	February 20 , 2024

STAFF REPORT

Property Owner(s):	Trinity Lutheran Church of Fort Pierce 2011 S. 13th Street Fort Pierce, FL 34982
Representative:	Tom DeGrace, PE Culpepper & Terpening, Inc. 2980 S. 25th Street Fort Pierce, FL 34981
Requested Action:	Approval of a Major Amendment
Site Location:	2011 S. 13th Street
Parcel ID:	2416-504-0750-000-2
Parcel Area:	4.77 acres
Existing Use:	Religious Facilities
Current Future Land Use:	Institutional (INST)
Current Zoning:	General Recreational Open Space (OS-1)

	North	East	South	West
Surrounding FLU:	INST.	Low Density	INST.	INST.
Surrounding Zoning:	OS-1	R-2	OS-1	OS-1

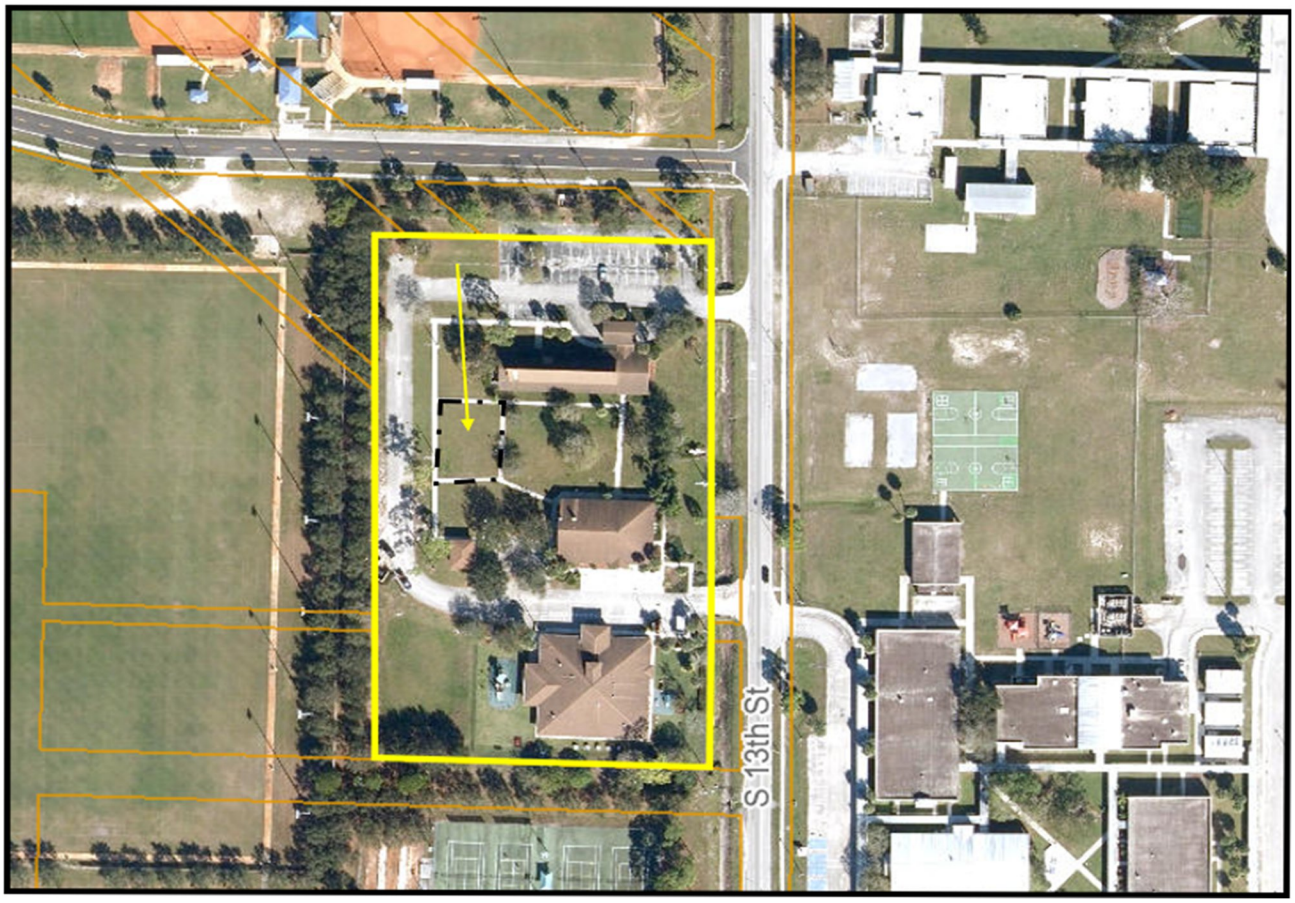
Staff Analysis:

Request

In accordance with Sections, 125-37, 125-133, 125-136, and 125-208 of the City Code, the applicant is requesting the review and approval of a Major Amendment. Trinity Lutheran Church is proposing to add a 6,530 sq. ft. prefabricated modular structure that will be used for religious education and day care programs offered by the Church.

The structure will be located along the western side of the existing developed area of the property. Minor modifications are required to the existing parking lot and stie stormwater systems. The modification does not include any demolition nor will it eliminate existing recreational facilities or part of a larger project.

Figure 1



Standards for Review

The following standards must be satisfied per Section 125-136 of the City Code prior to the approval of the requested amendment:

(1) The amendment is consistent with the comprehensive plan;

(2) The amendment will not have an adverse effect on the ability of the City to:

a. Satisfy land and water use needs; and

b. Meet transportation demands and provide community facilities and services; and

(3) The amendment will promote and protect the public health, safety and general welfare.

The proposed amendment is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan. Furthermore, the amendment does not appear to have an adverse effect on the ability of the City to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the increased variety and access to neighborhood goods and services while ensuring minimal impacts to neighboring residential districts.

Development Review (Site Plan)

The project is proposed on the approximately 4.77 acres of land in Fort Pierce, located one (1) parcel of land located at 2011 S. 13th Street. Encompassing the entire Trinity Lutheran Church property, it is located east of and adjacent to the Lawnwood Sports Complex, west of South 13th Street, south of Quincy Avenue and north of Virginia Avenue within the City of Fort Pierce, Florida. (Figure 2, Location Map)

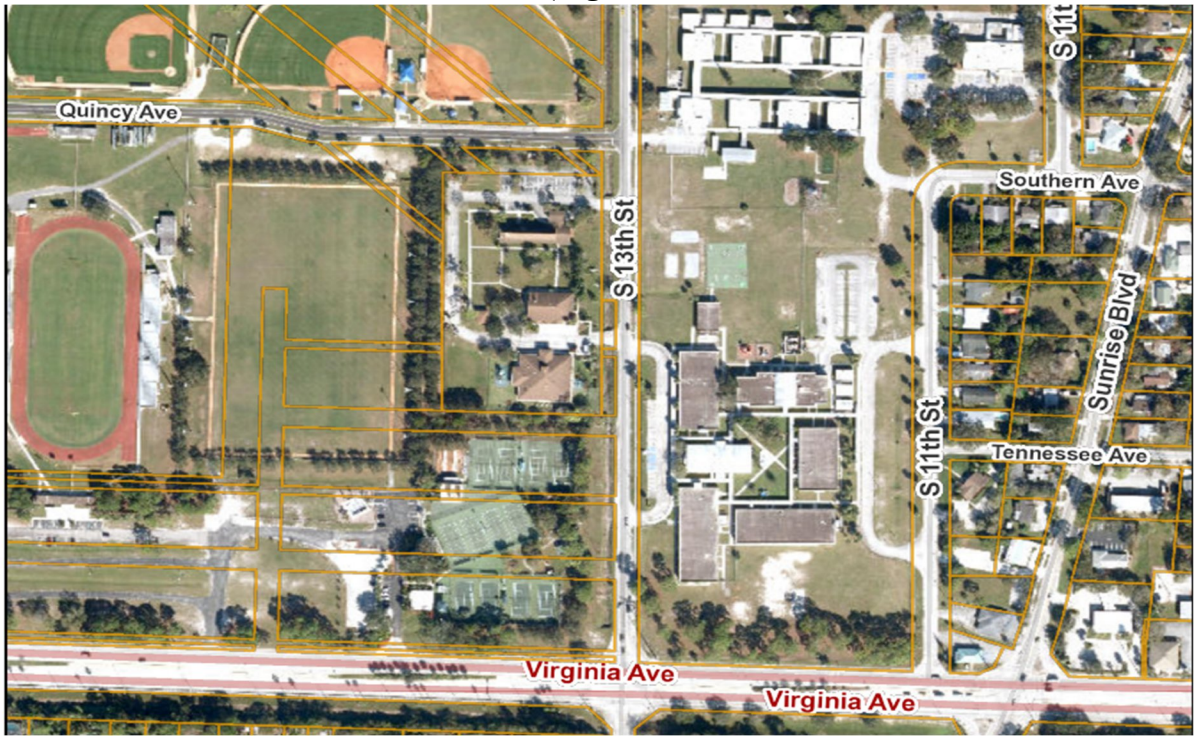


Figure 2

The proposed building addition consists of one (1) 6,530 sq. ft. prefabricated modular structure and located along the western side of the existing developed area of the property. (See Figure 3)

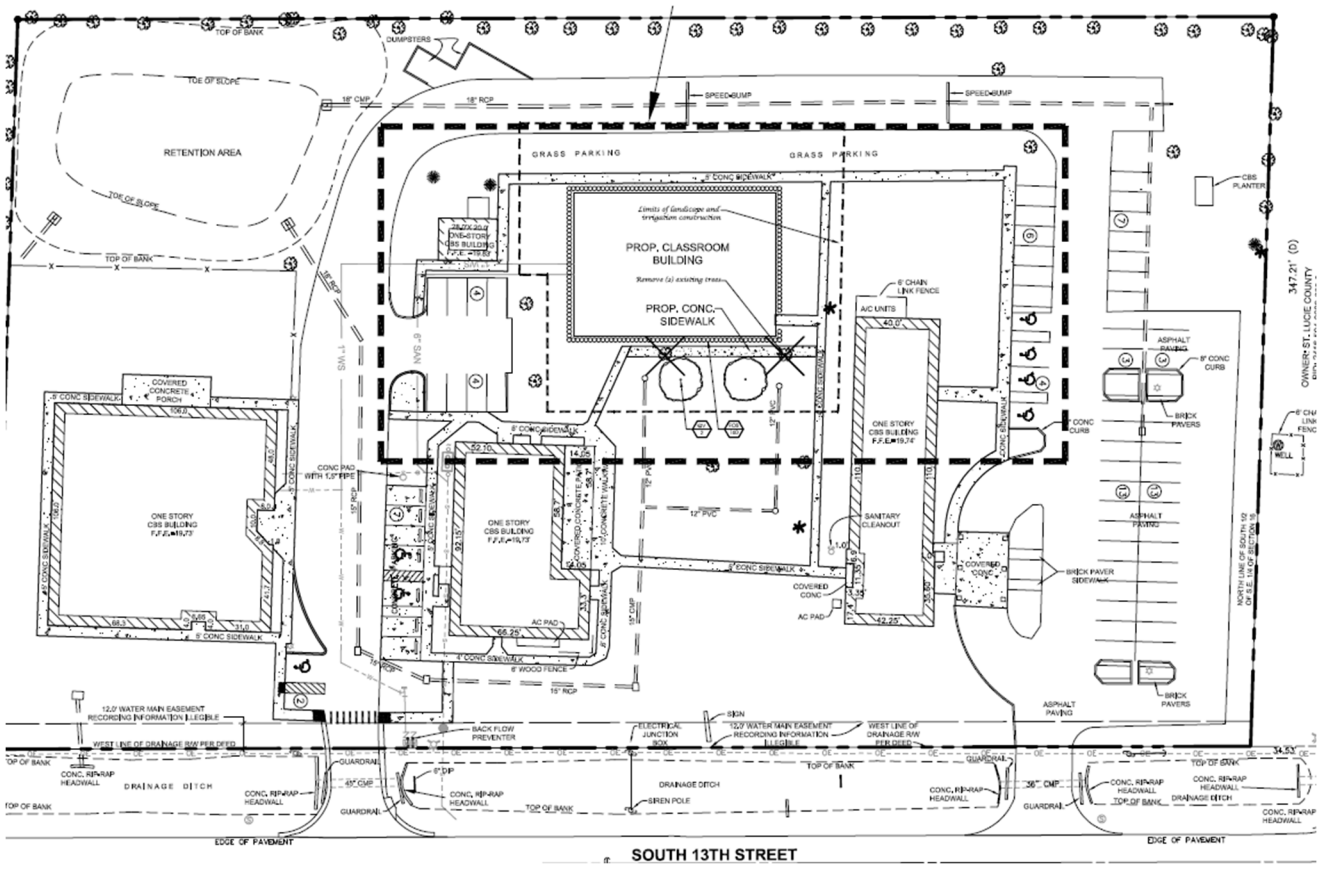


Figure 3

Desing Review (Architecture)

The site is surrounded by General and Open Space Recreational and Single-Family Residential uses. The subject site plan architecture will subsequently have a neutral design to accommodate their co-habitation.

The building design will utilize natural colors with matching skirting material with standard vents. Its windows will be tented and insulated with vinyl frames. Both front and rear doors will have two (2) steel doors covered with canopies. (Figure 4 and 5)

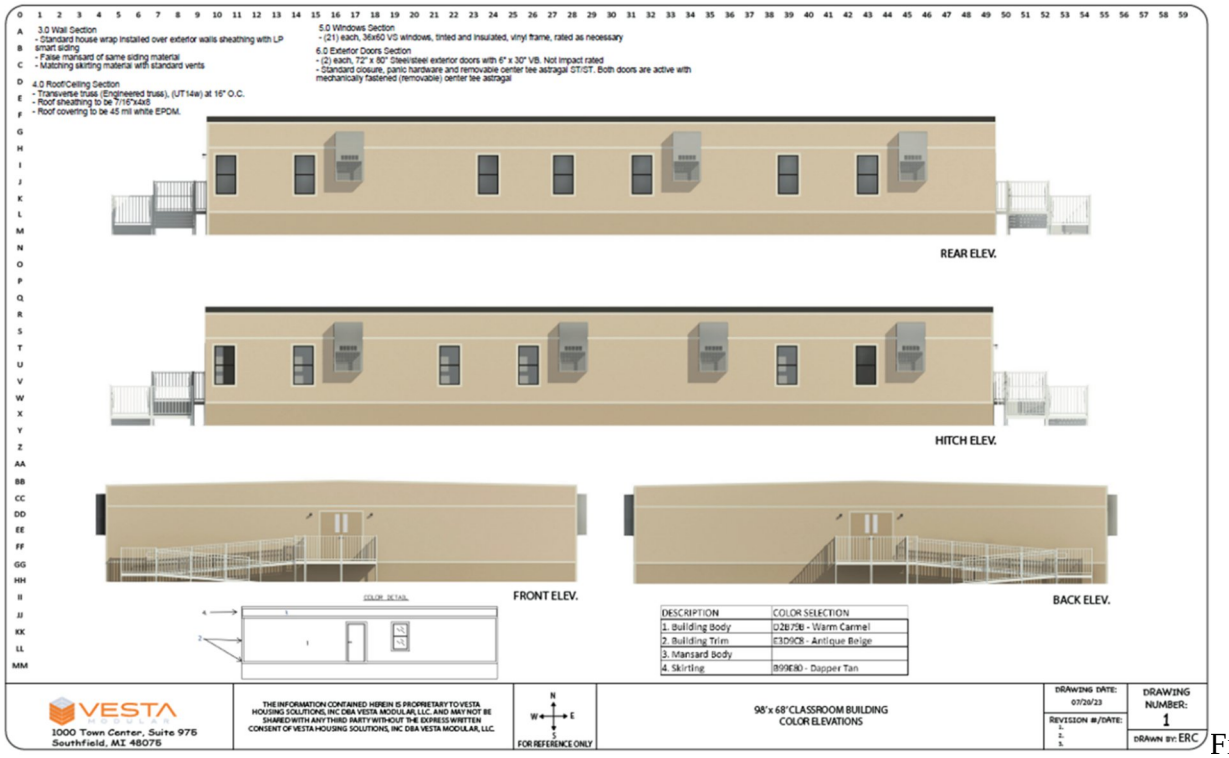


Figure 4

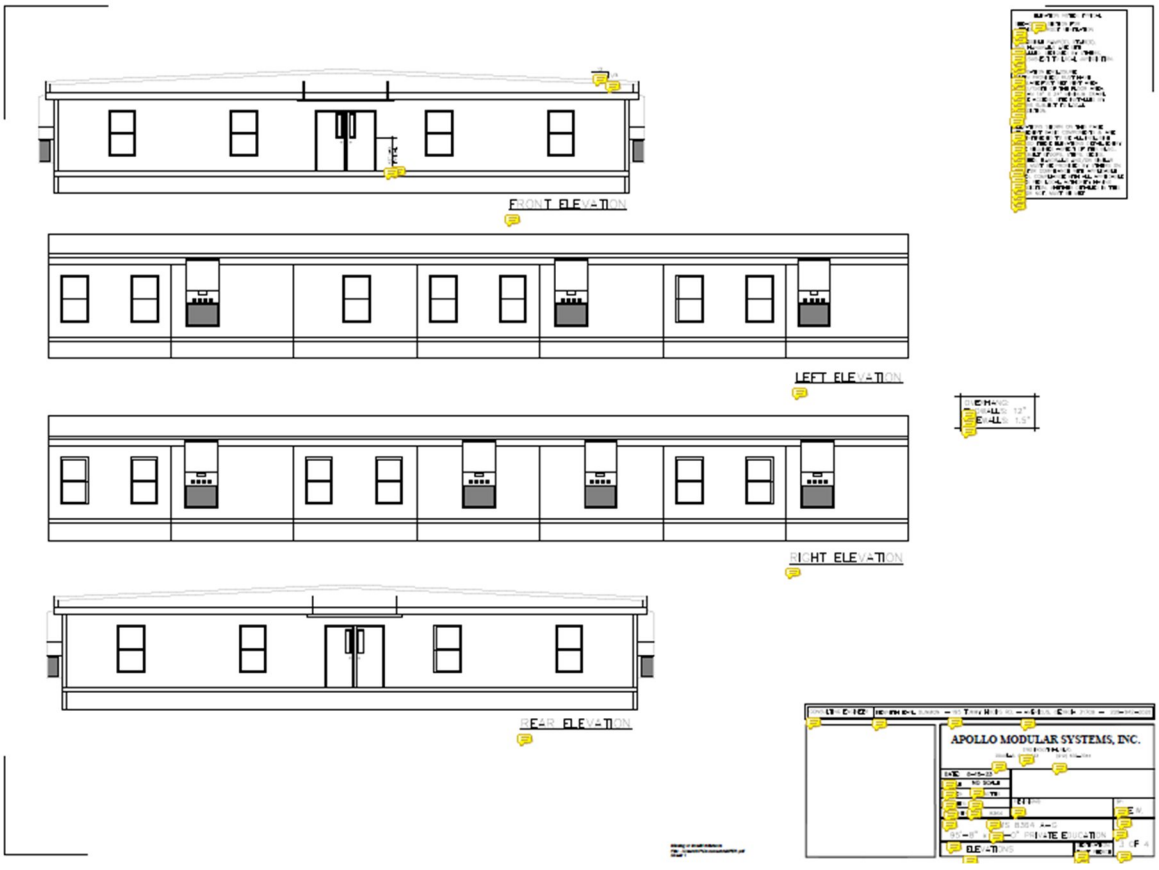


Figure 5

Design Review (Landscape)

The plant list that the applicant is proposing consists of a total of 2 trees, 160 shrubs / ground covers, and 30 plants. No irrigation installation is needed. The landscape plan includes: (Figure 6)

- 2 Live Oak Trees
- 160 Florida Privet
- 15 Pink Ixora
- 15 Schefflera Trinette

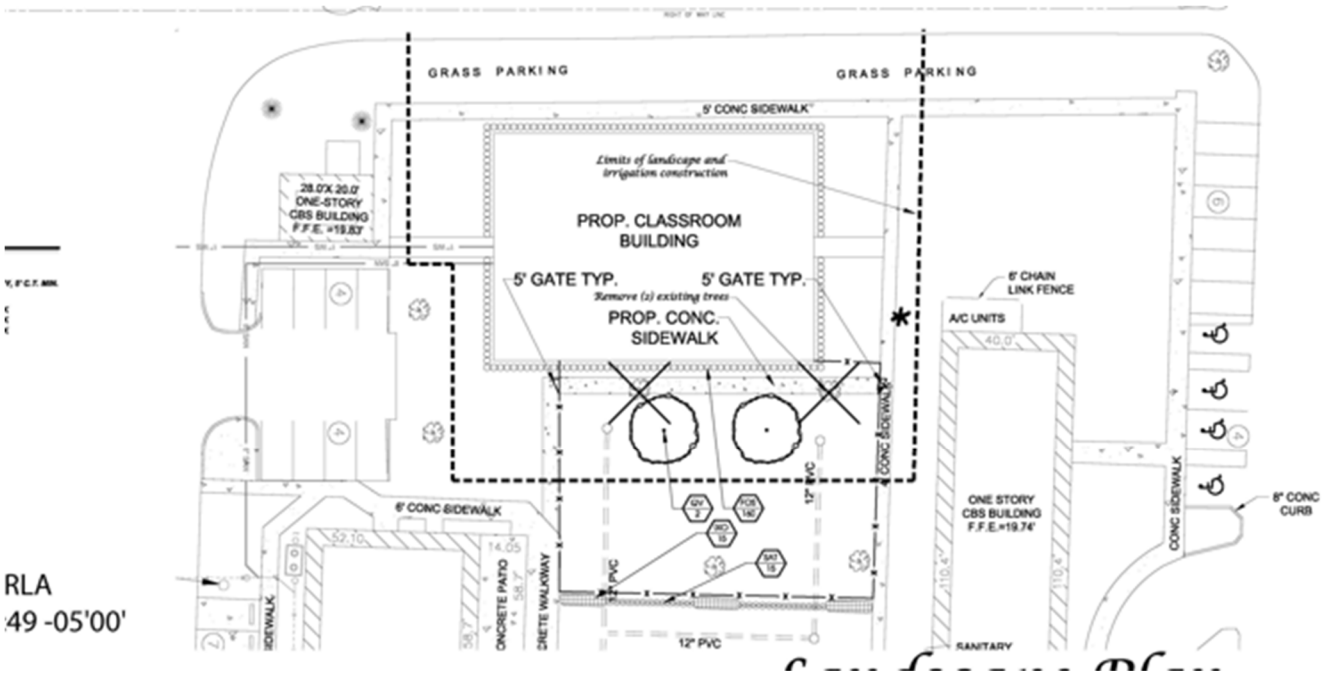


Figure 6

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections regarding the proposed major amendment application based on compliance with the requirements of the City Code. Findings and comments from review by affected departments, and the corresponding responses and plan amendments by the applicant are provided for consideration.

Planning Board

The City of Fort Pierce Planning Board, at their January 8, 2024, meeting, voted 6 to 0 to recommend Approval of the major amendment.

Staff Recommendation – Major Amendment

The requested Application for a Major Amendment meets the criteria specified in Sections 125-136 and 125-208 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare; Therefore, Staff recommends APPROVAL to the City Commission.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nick C. Mimms, P.E., ICMA-CM, City Manager

THROUGH: Kevin Freeman, Planning Director

FROM: Kerry C. Driver, Planner

RE: **Trinity Lutheran Church of FP**
Application for Major Amendment at
2011 S. 13th Street

BOARD DATE: February 20 , 2024

STAFF REPORT

Property Owner(s): Trinity Lutheran Church of Fort Pierce
2011 S. 13th Street
Fort Pierce, FL
34982

Representative: Tom DeGrace, PE
Culpepper & Terpening, Inc.
2980 S. 25th Street
Fort Pierce, FL 34981

Requested Action: Approval of a Major Amendment

Site Location: 2011 S. 13th Street

Parcel ID: 2416-504-0750-000-2

Parcel Area: 4.77 acres

Existing Use: Religious Facilities

Current Future Land Use: Institutional (INST)

Current Zoning: General Recreational Open Space (OS-1)

	North	East	South	West
Surrounding FLU:	INST.	Low Density	INST.	INST.
Surrounding Zoning:	OS-1	R-2	OS-1	OS-1

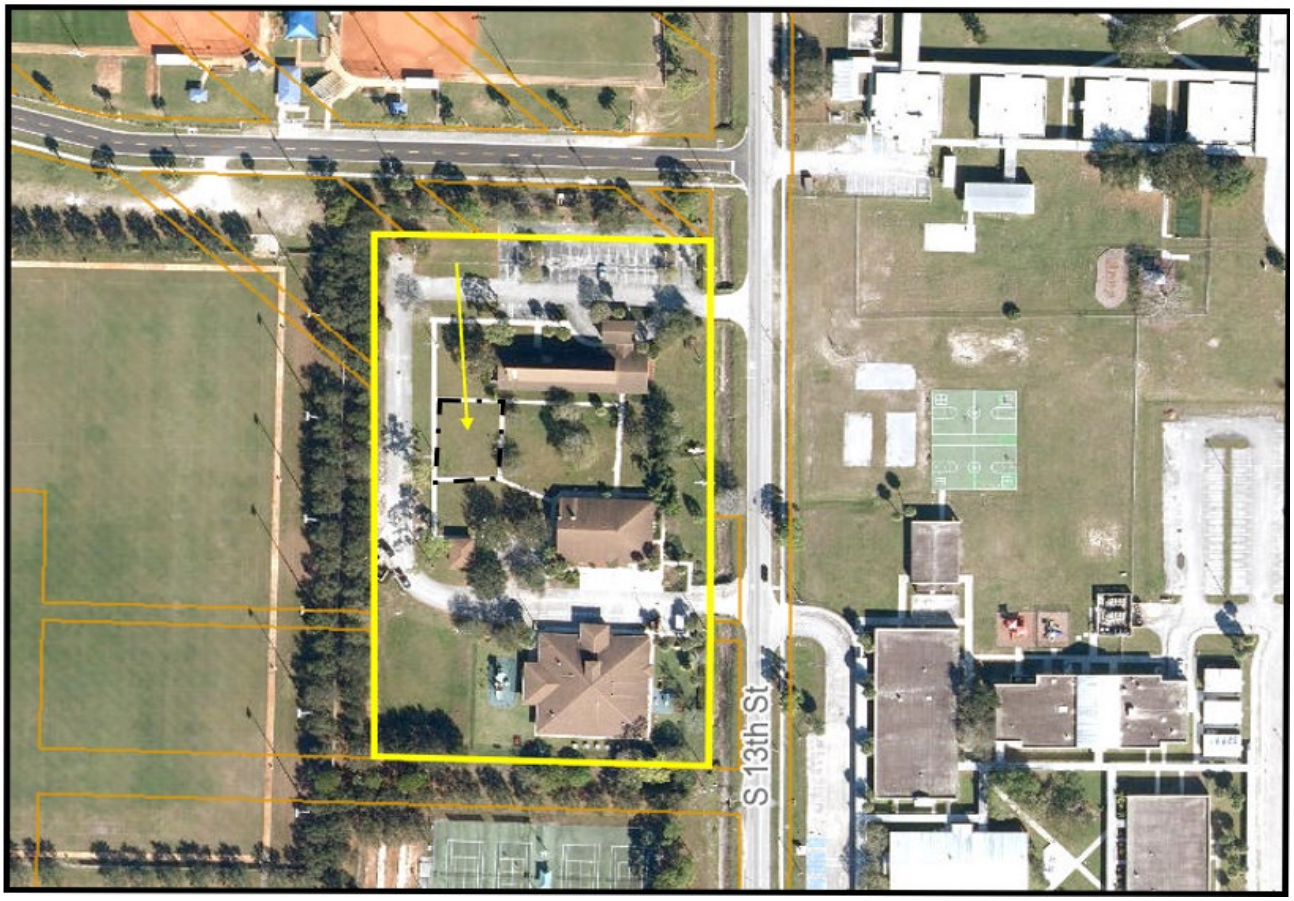
Staff Analysis:

Request

In accordance with Sections, 125-37, 125-133, 125-136, and 125-208 of the City Code, the applicant is requesting the review and approval of a Major Amendment. Trinity Lutheran Church is proposing to add a 6,530 sq. ft. prefabricated modular structure that will be used for religious education and day care programs offered by the Church.

The structure will be located along the western side of the existing developed area of the property. Minor modifications are required to the existing parking lot and stie stormwater systems. The modification does not include any demolition nor will it eliminate existing recreational facilities or part of a larger project.

Figure 1



Standards for Review

The following standards must be satisfied per Section 125-136 of the City Code prior to the approval of the requested amendment:

(1) The amendment is consistent with the comprehensive plan;

(2) The amendment will not have an adverse effect on the ability of the City to:

a. Satisfy land and water use needs; and

b. Meet transportation demands and provide community facilities and services; and

(3) The amendment will promote and protect the public health, safety and general welfare.

The proposed amendment is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan. Furthermore, the amendment does not appear to have an adverse effect on the ability of the City to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the increased variety and access to neighborhood goods and services while ensuring minimal impacts to neighboring residential districts.

Development Review (Site Plan)

The project is proposed on the approximately 4.77 acres of land in Fort Pierce, located one (1) parcel of land located at 2011 S. 13th Street. Encompassing the entire Trinity Lutheran Church property, it is located east of and adjacent to the Lawnwood Sports Complex, west of South 13th Street, south of Quincy Avenue and north of Virginia Avenue within the City of Fort Pierce, Florida. (Figure 2, Location Map)

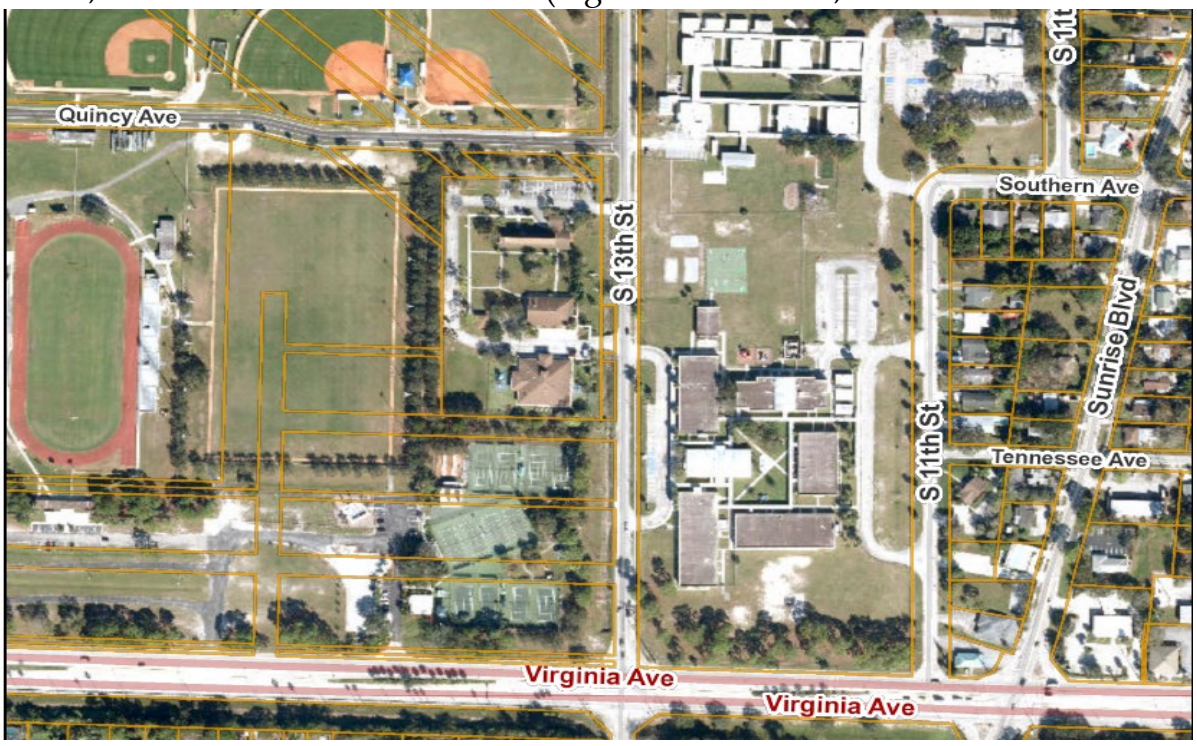


Figure 2

The proposed building addition consists of one (1) 6,530 sq. ft. prefabricated modular structure and located along the western side of the existing developed area of the property. (See Figure 3)

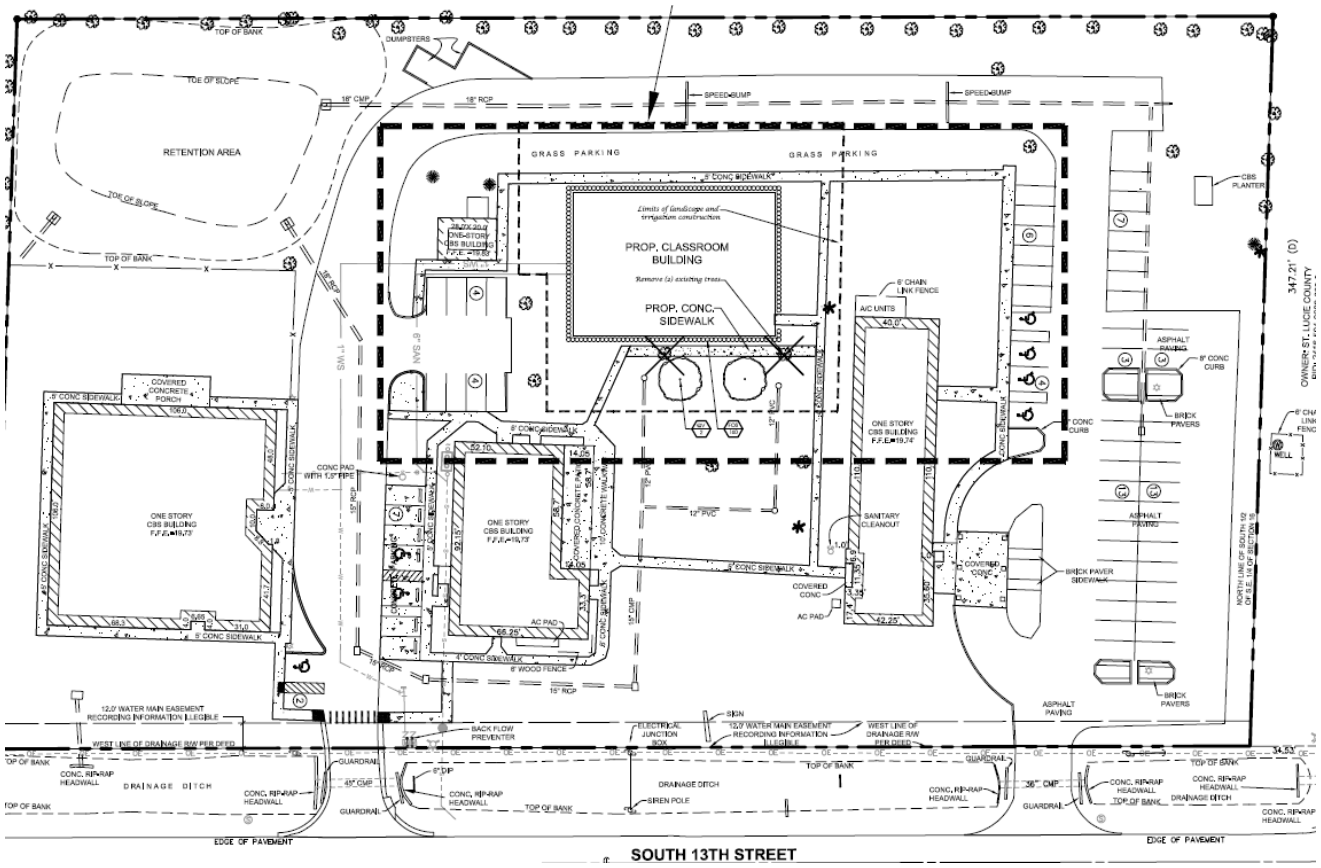


Figure 3

Desing Review (Architecture)

The site is surrounded by General and Open Space Recreational and Single-Family Residential uses. The subject site plan architecture will subsequently have a neutral design to accommodate their co-habitation.

The building design will utilize natural colors with matching skirting material with standard vents. Its windows will be tented and insulated with vinyl frames. Both front and rear doors will have two (2) steel doors covered with canopies. (Figure 4 and 5)

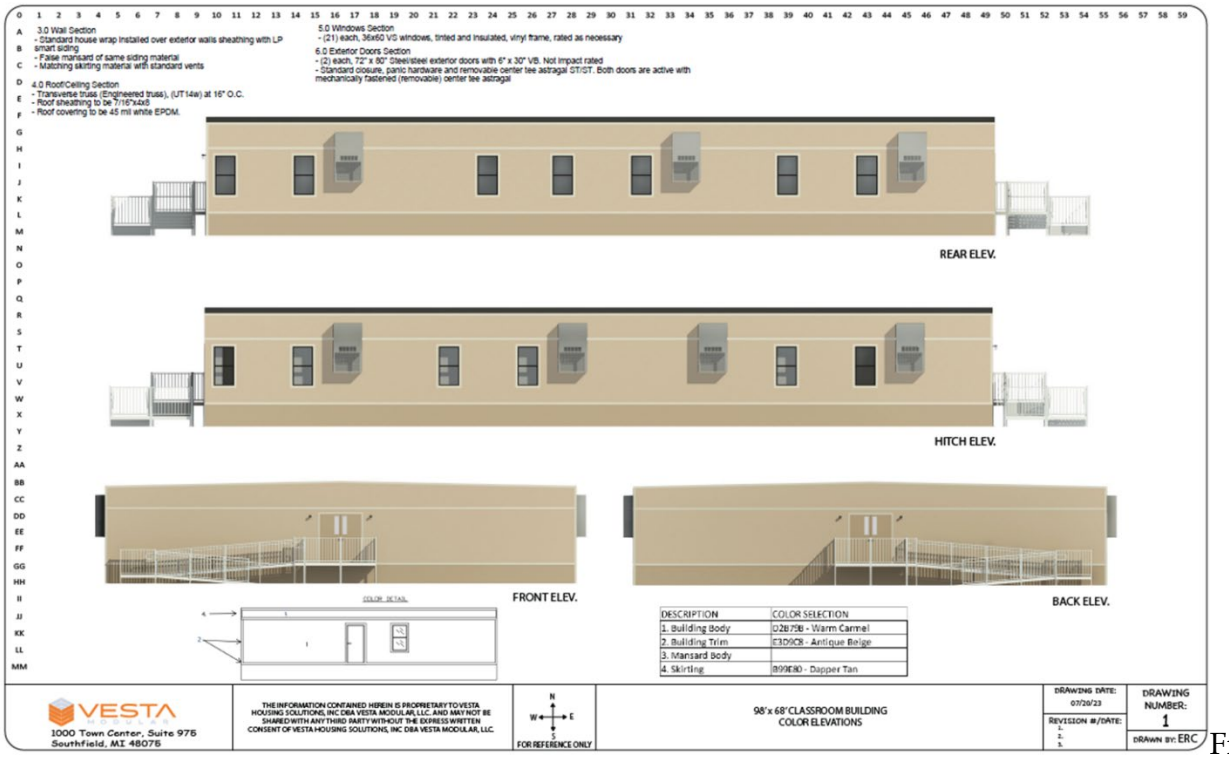


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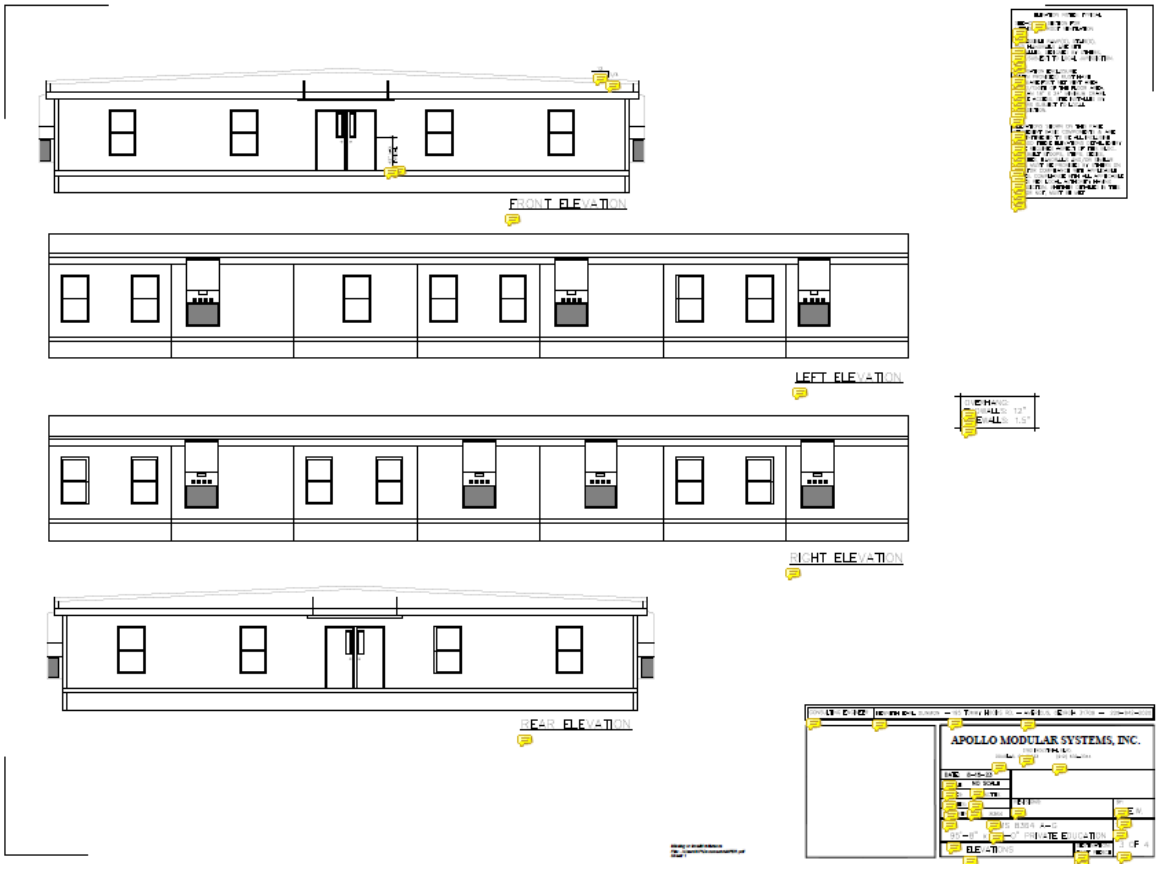


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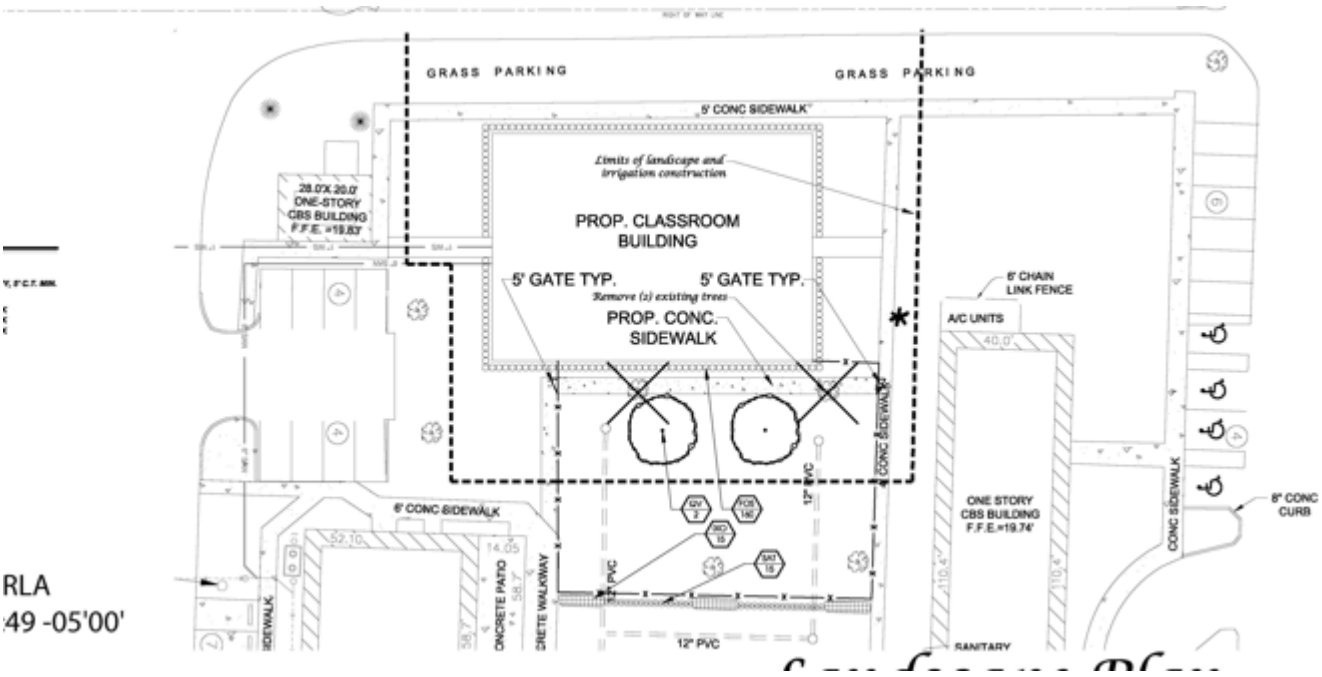


Figure 6

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections regarding the proposed major amendment application based on compliance with the requirements of the City Code. Findings and comments from review by affected departments, and the corresponding responses and plan amendments by the applicant are provided for consideration.

Planning Board

The City of Fort Pierce Planning Board, at their January 8, 2024, meeting, voted 6 to 0 to recommend Approval of the major amendment.

Staff Recommendation – Major Amendment

The requested Application for a Major Amendment meets the criteria specified in Sections 125-136 and 125-208 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare; Therefore, Staff recommends **APPROVAL** to the City Commission.

CITY OF FORT PIERCE

CITY COMMISSION

February 20th , 2024

Trinity Lutheran Church of Fort Pierce (Major Amendment)
2011 S. 13th Street

APPLICANT

Culpepper & Terpening, Inc.

PROPERTY OWNER(S)

Trinity Lutheran Church of Fort Pierce

PARCEL ID #(S):

2416-504-0750-000-2

SUMMARY/BACKGROUND

Request for review of an application for a Major Amendment to add a 6,530 sq. ft. classroom building to be used in association with religious education and day care programs offered by the Church.

The proposed building addition, a prefabricated modular structure, will be located along the western side of the existing developed area of the property. The proposed use will require minor modifications to the existing parking lot and site stormwater systems.

SITE LOCATION

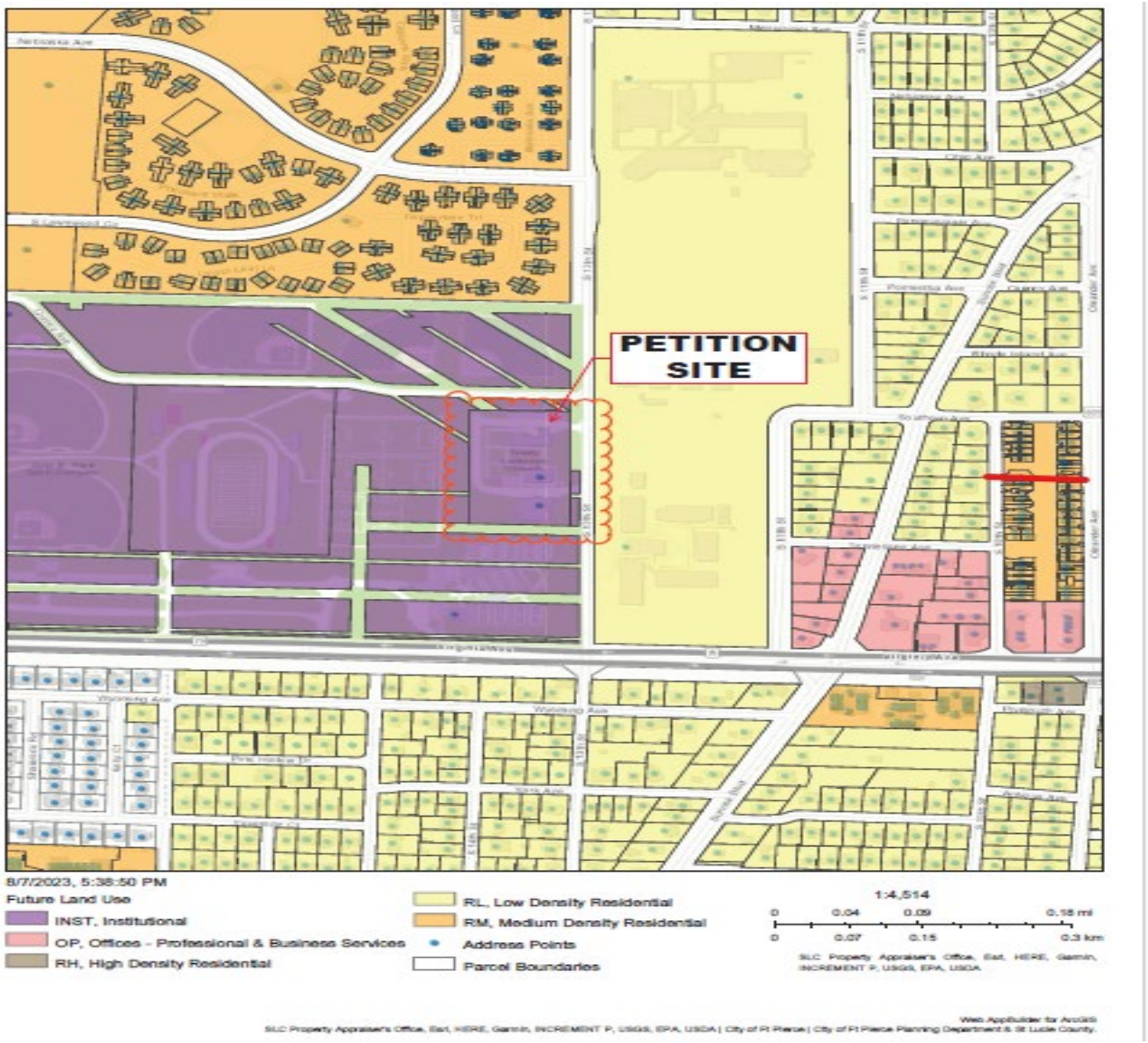


SITE AREA= 4.77+/- Acres

Trinity Lutheran Church (Major Amendment)

EXISTING FUTURE LAND USE

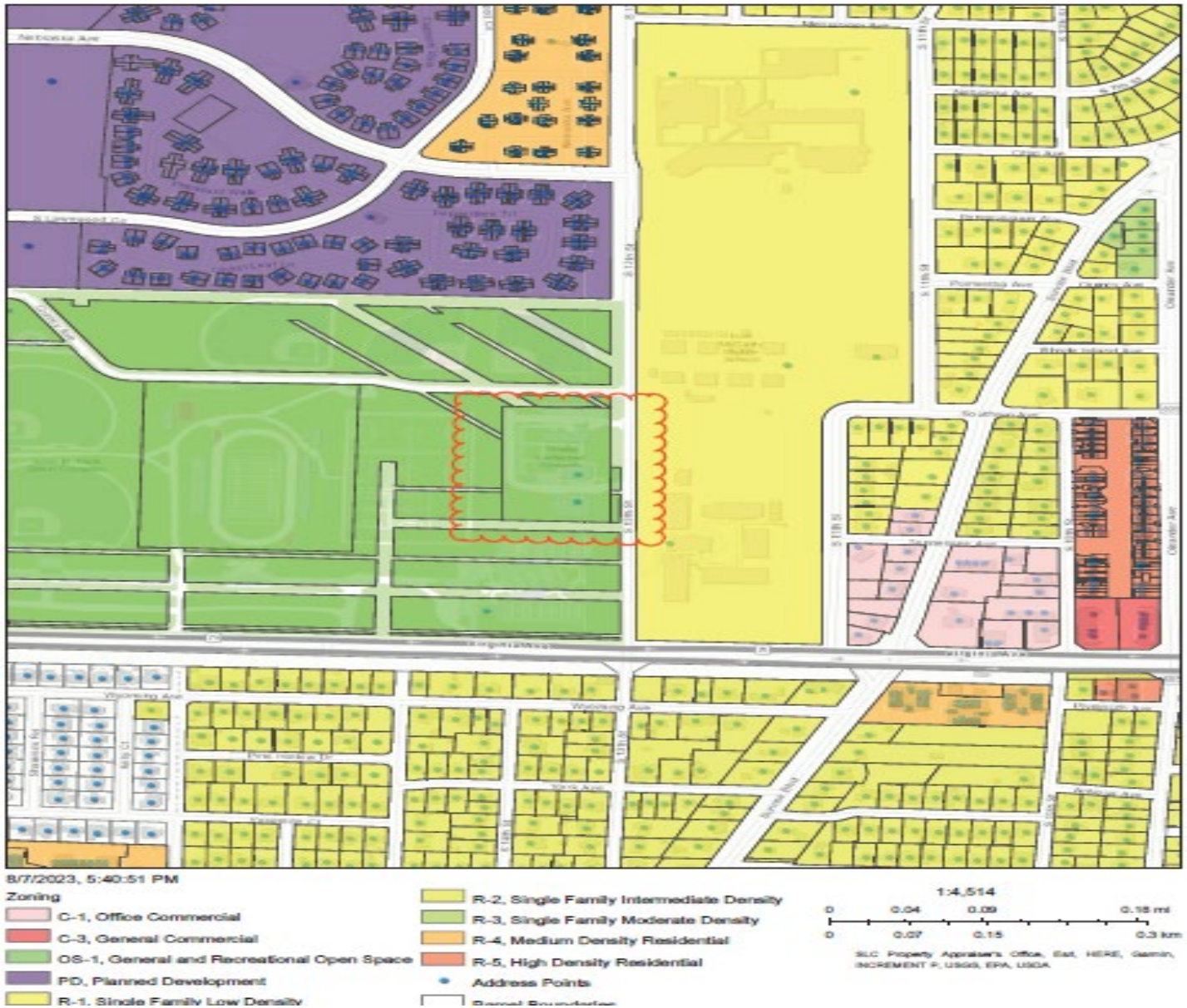
Current FLU: INST
Institutional



Trinity Lutheran Church (Major Amendment)

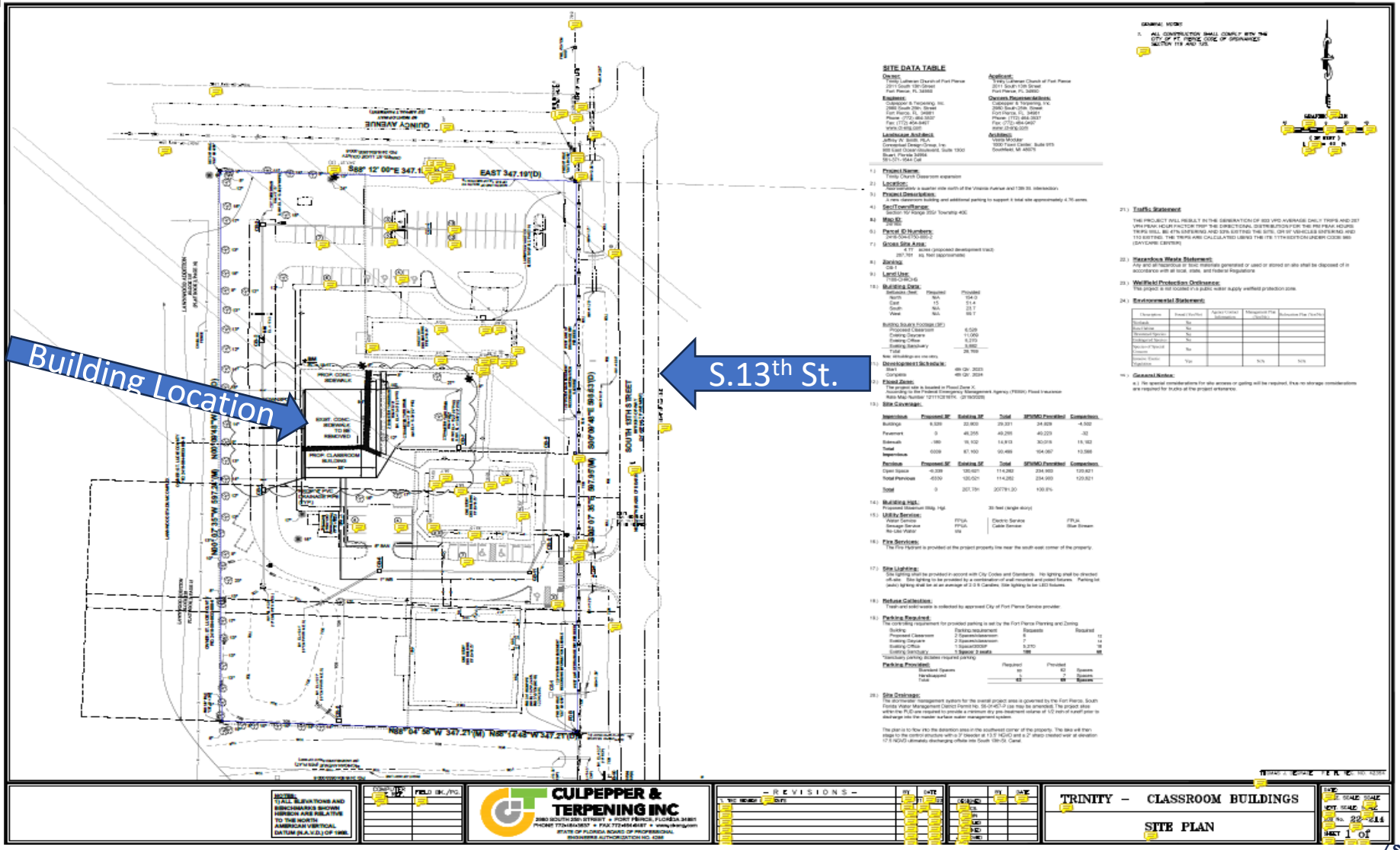
EXISTING ZONING

Currently Zoned: OS-1
General Recreational Open Space



Trinity Lutheran Church (Major Amendment)

SITE PLAN



Trinity Lutheran Church (Major Amendment)



Trinity Lutheran Church (Major Amendment)

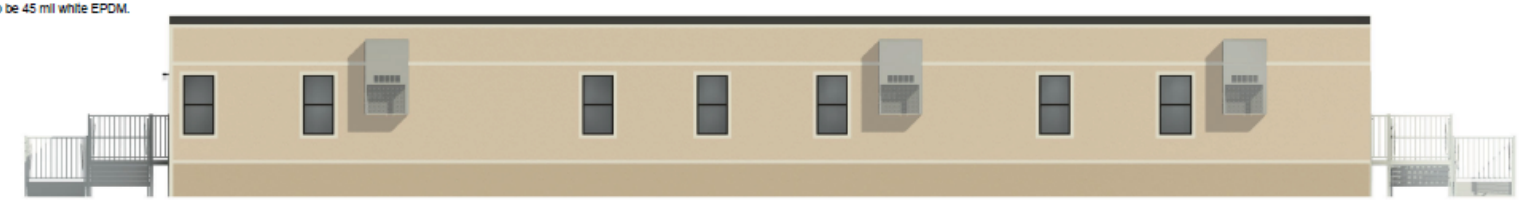
DESIGN REVIEW

3.0 Wall Section
- Standard house wrap installed over exterior walls sheathing with LP smart siding
- False mansard of same siding material
- Matching skirting material with standard vents

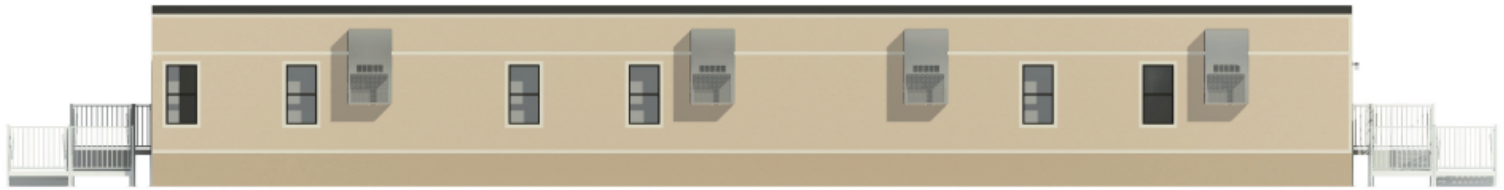
4.0 Roof/Ceiling Section
- Transverse truss (Engineered truss), (UT14w) at 16" O.C.
- Roof sheathing to be 7/16"x4x8
- Roof covering to be 45 mil white EPDM.

5.0 Windows Section
- (21) each, 36x60 VS windows, tinted and insulated, vinyl frame, rated as necessary

6.0 Exterior Doors Section
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REAR ELEV.



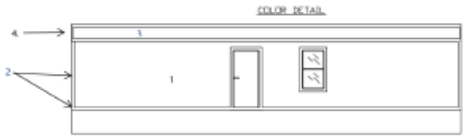
HITCH ELEV.



FRONT ELEV.



BACK ELEV.



DESCRIPTION	COLOR SELECTION
1. Building Body	D2B79B - Warm Carmel
2. Building Trim	E3D9C8 - Antique Beige
3. Mansard Body	
4. Skirting	B99E80 - Dapper Tan

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1000 Town Center, Suite 975
Southfield, MI 48075

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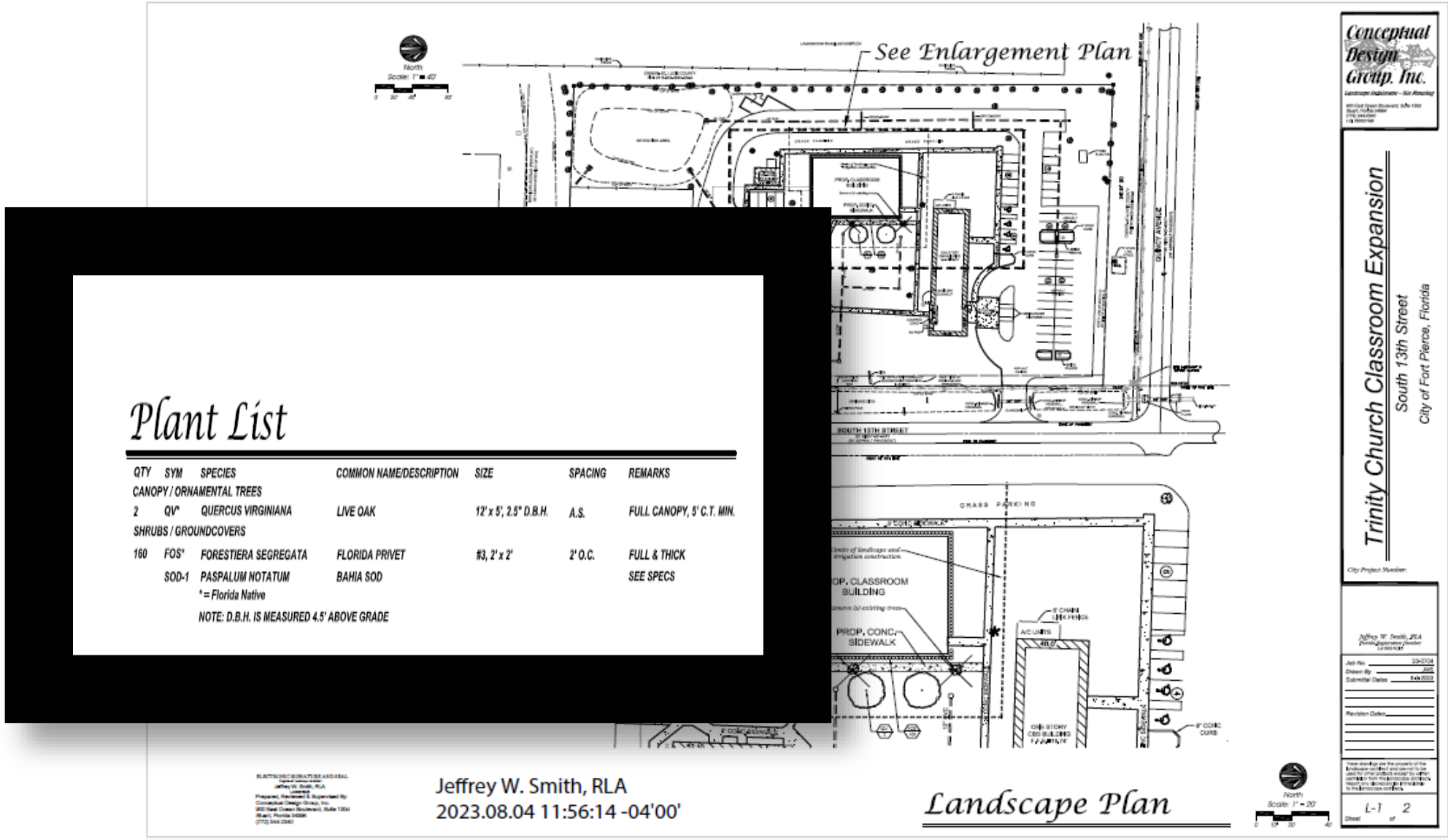
N W E S
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98'x 68' CLASSROOM BUILDING
COLOR ELEVATIONS

DRAWING DATE: 07/20/23
REVISION #/DATE: 1. 2. 3.
DRAWING NUMBER: 1
DRAWN BY: ERC

Trinity Lutheran Church (Major Amendment)

LANDSCAPE PLAN

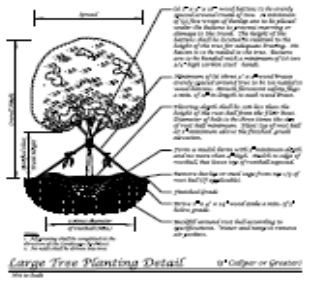


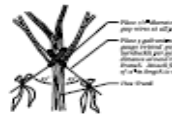
Trinity Lutheran Church (Major Amendment)

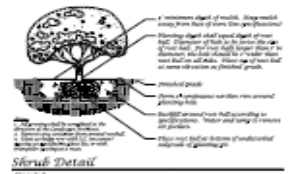
LANDSCAPE PLAN 2 of 2

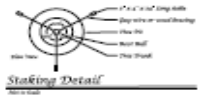
Landscape Specifications

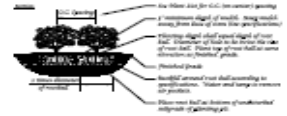
Landscape Details


Large Tree Planting Detail

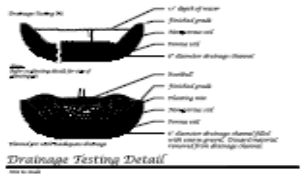

Guy Wire Attachment Detail

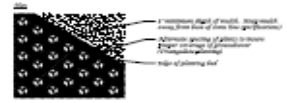

Shrub Detail

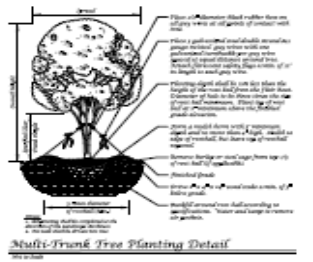

Staking Detail

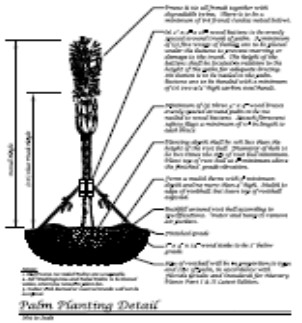


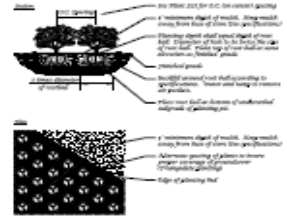

Tree Planting Detail


Drainage Testing Detail


Ground Cover Detail


Multi-Trunk Tree Planting Detail


Palm Planting Detail


Ground Cover Detail

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning

Trinity Church Classroom Expansion
South 13th Street
City of Fort Pierce, Florida

City Project Number:

Jeffrey W. Smith, RLA

Job No. 25-005
Drawn By: JWS
Submittal Dates: 8/30/2025

Revision Dates:

L-2 2
Sheet of

Landscape Plan

Trinity Lutheran Church (Major Amendment)

Planning Board

At the January 8th,2024meeting, the Planning Board voted unanimously to move the project to City Commission with a recommendation of approval.

Planning Board advised for applicant/representative to meet with the Planning Department to discuss building design and adding additional landscape.

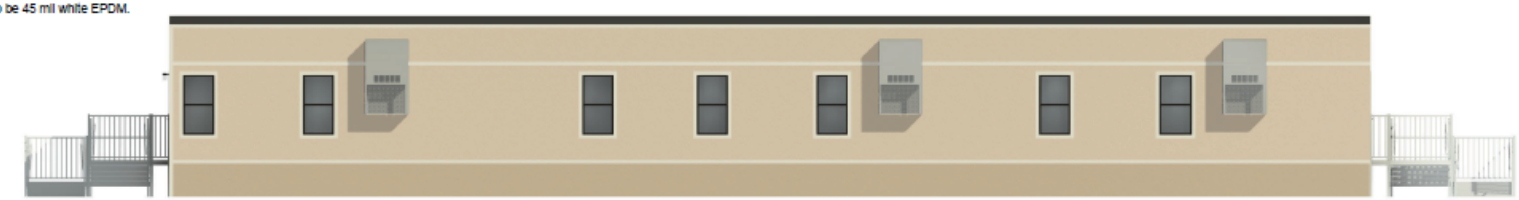
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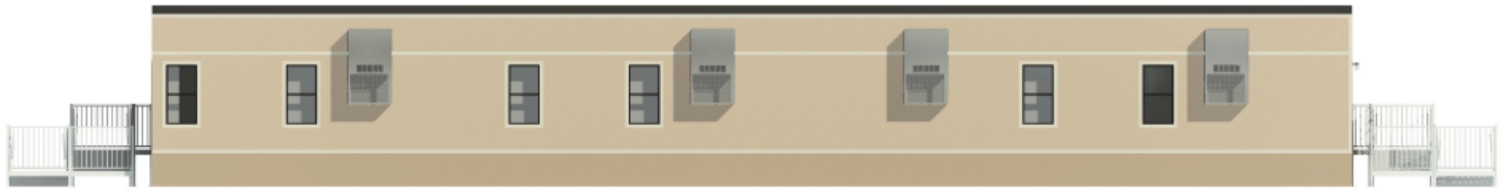
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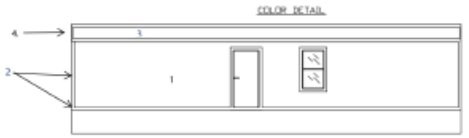
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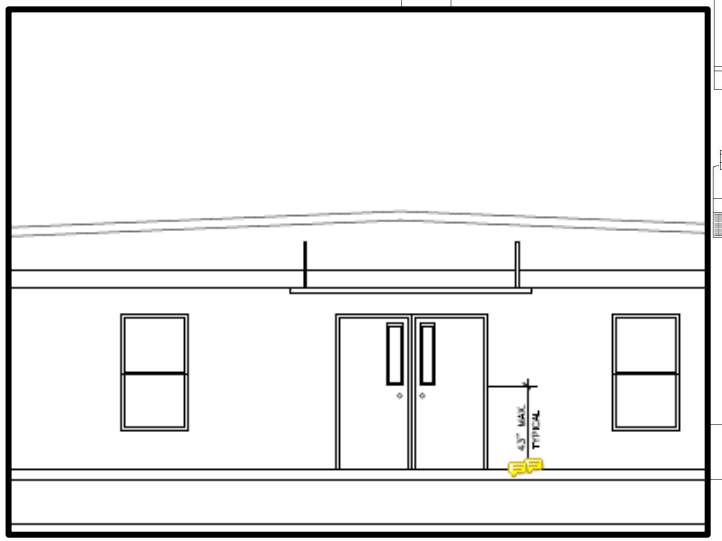
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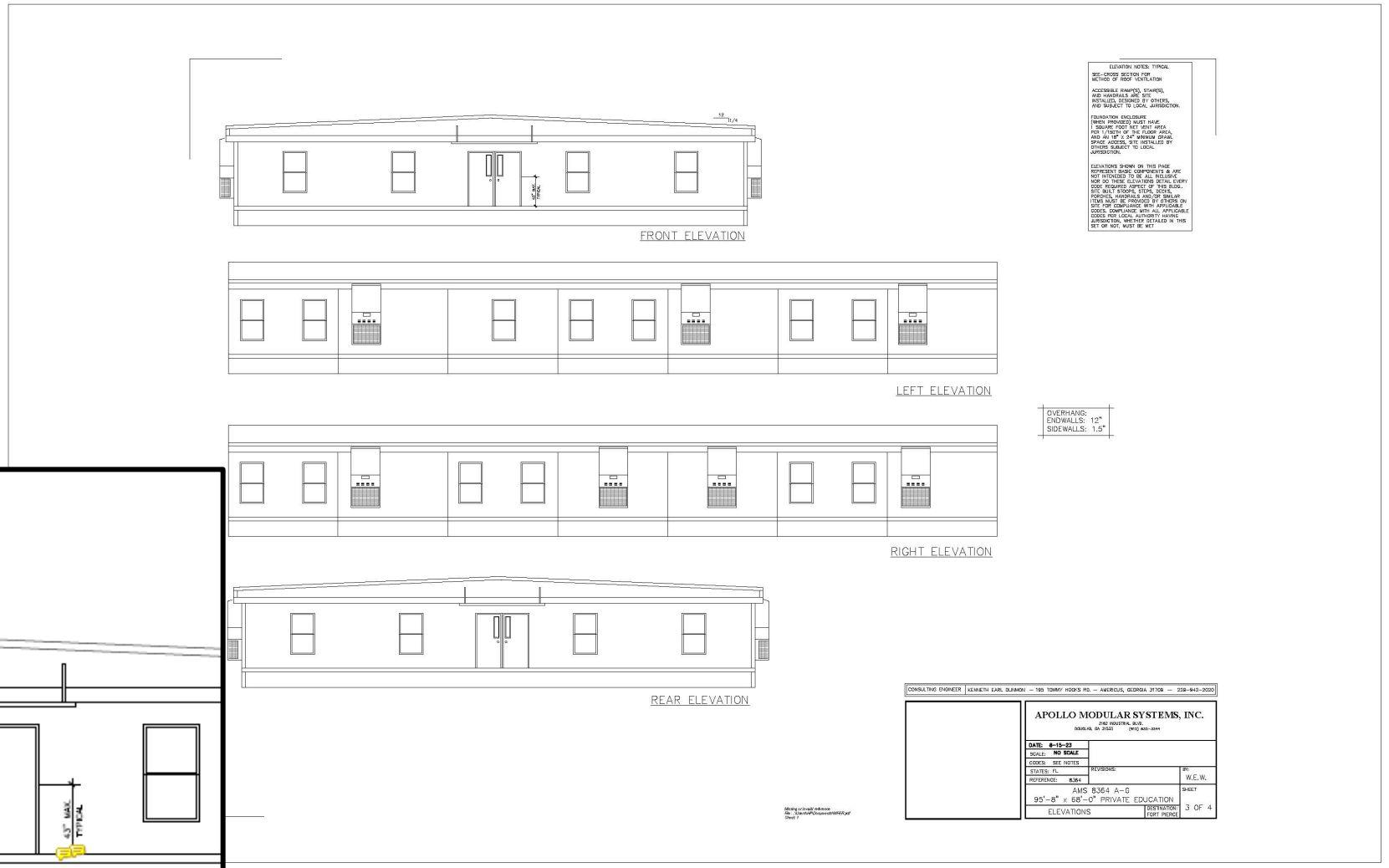
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DRAWN BY: ERC

Trinity Lutheran Church (Major Amendment)

Canopy Added





Trinity Lutheran Church (Major Amendment)

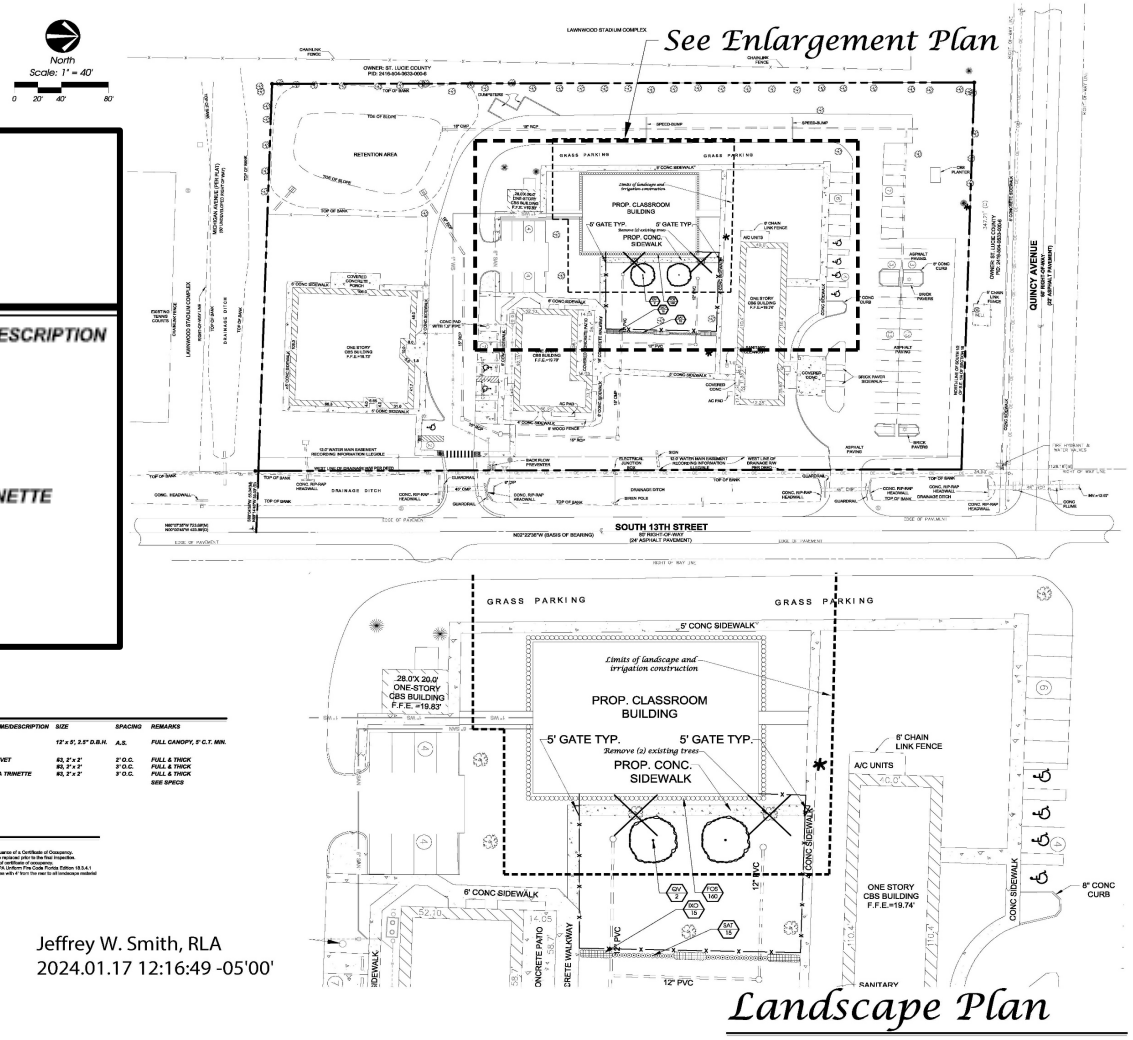
Updated Landscape Plan 1of 2

Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION
CANOPY / ORNAMENTAL TREES			
2	QV*	QUERCUS VIRGINIANA	LIVE OAK
SHRUBS / GROUNDCOVERS			
160	FOS*	FORESTIERA SEGREGATA	FLORIDA PRIVET
15	IXO	IXORA `NORA GRANT'	PINK IXORA
15	SAT	SCHEFFLERA ARBORICOLA 'TRINETTE'	SCHEFFLERA TRINETTE
	SOD-1	PASPALUM NOTATUM	BAHIA SOD

* = Florida Native

NOTE: D.B.H. IS MEASURED 4.5' ABOVE GRADE



Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS
CANOPY / ORNAMENTAL TREES						
2	QV*	QUERCUS VIRGINIANA	LIVE OAK	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.
SHRUBS / GROUNDCOVERS						
160	FOS*	FORESTIERA SEGREGATA	FLORIDA PRIVET	#3, 3' x 3'	2' O.C.	FULL & THICK
15	IXO	IXORA `NORA GRANT'	PINK IXORA	#3, 3' x 3'	3' O.C.	FULL & THICK
15	SAT	SCHEFFLERA ARBORICOLA 'TRINETTE'	SCHEFFLERA TRINETTE	#3, 3' x 3'	3' O.C.	FULL & THICK
	SOD-1	PASPALUM NOTATUM	BAHIA SOD			SEE SPECS

* = Florida Native

NOTE: D.B.H. IS MEASURED 4.5' ABOVE GRADE

General Notes

1. No plant substitutions can be made without the City of Fort Pierce's approval.
2. All required landscape improvements must be inspected and approved by the City prior to the issuance of a Certificate of Occupancy.
3. Any existing landscaping, sod, or irrigation damaged or destroyed during the construction shall be replaced prior to the final inspection.
4. All prohibited, exotic and invasive species shall be removed from the entire site prior to issuance of certificate of occupancy.
5. Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1
6. Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Planting adjacent to fire hydrants shall have a minimum of 10' from the front and sides with 4' from the rear to all brandeace material per the Florida Fire Prevention Code.

ELECTRONIC SIGNATURE AND SEAL
Jeffrey W. Smith, RLA
FL# 6001635
Prepared, Reviewed & Supervised By:
Conceptual Design Group, Inc.
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340

Jeffrey W. Smith, RLA
2024.01.17 12:16:49 -05'00'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000196

Trinity Church Classroom Expansion
South 13th Street
City of Fort Pierce, Florida

City Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number: LA 6001635

Job No.	23-0704
Drawn By	JWS
Submittal Dates	8-3-2023
	1-17-2024
Revision Dates	
City Comments #1	1-17-2024

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

L-1 2
Sheet of

Trinity Lutheran Church (Major Amendment)

Updated Landscape Plan 2of 2

Landscape Specifications

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Undersizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warrantied for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Enviromulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to be kept a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill around roots. Water thoroughly after backfilling has been completed. Fill remainder of hole with loose backfill and add final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chafing guards, with wooden stake anchors immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a rate of approximately 3-0.2 or 3-0-3 (e.g. one labeled 12-0-8). Similar analysis such as 16-0-8 (4:0:2) can also be used. Fertilizers that are slow release, controlled release, sulphur coated or with nitrogen as IBDU or urea/formaldehyde have extended release period. Thirty to fifty percent of the nitrogen should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs. per palm.

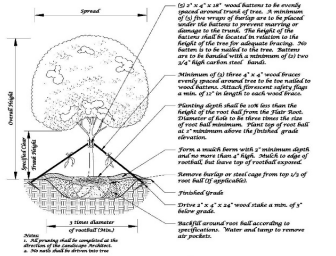
Agriform 20-0-5 twenty-one gram planting tablets may be substituted for granular fertilizer. If utilized, the following rates shall be utilized: Position plant in hole. Backfill halfway up the rootball. Place table(s) beside rootball about 1" from root tips. Do not place table(s) in bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & B&B Trees 2 per 1" caliper

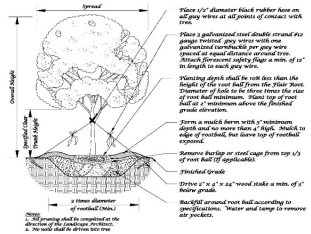
11. All planting areas and sod to be irrigated to provide 100% coverage. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by City and project is released by the General Contractor to Client.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrom secundatus Floritam (unless otherwise noted), machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
15. Maintain positive drainage, no planting is to block drainage.
16. Drainage Testing:
Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
A) Dig each planting pit to the minimum specified size.
B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
D) Discard all material removed from the drainage channel.
E) When backfilling the planting pit, add course gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

NOTES:
1. Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate, the soil specification in item #8 above shall be revised for site conditions. Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
2. All fertilizers shall meet the City of Fort Pierce's fertilizer ordinance.

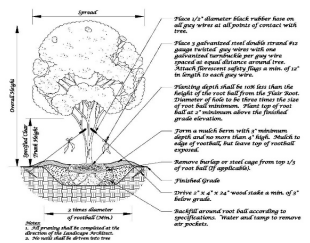
Landscape Details



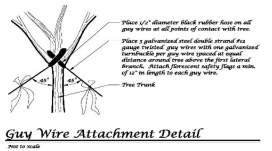
Large Tree Planting Detail (5" Caliper or Greater)
Not to Scale



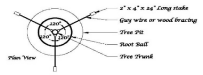
Tree Planting Detail
Not to Scale



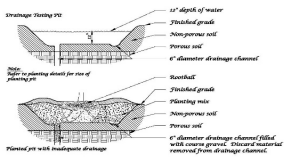
Multi-Trunk Tree Planting Detail
Not to Scale



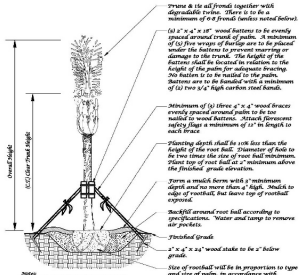
Guy Wire Attachment Detail
Not to Scale



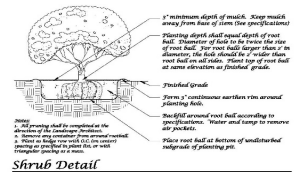
Staking Detail
Not to Scale



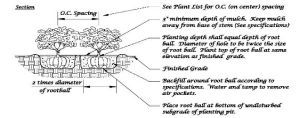
Drainage Testing Detail
Not to Scale

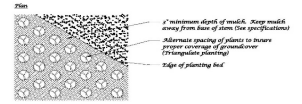


Palm Planting Detail
Not to Scale

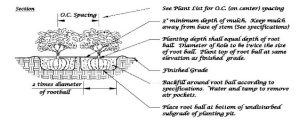


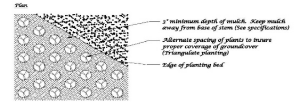
Shrub Detail
Not to Scale





Ground Cover Detail
Not to Scale





Ground Cover Detail
Not to Scale

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(772) 344-2340
I.C. 26000196

Trinity Church Classroom Expansion
South 13th Street
City of Fort Pierce, Florida

City Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number
LA 0001635

Job No. 23-0704
Drawn By JWS
Submittal Dates 8-3-2023
1-17-2024

Revision Dates
City Comments #1 1-17-2024

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-2 of 2

Landscape Plan

Trinity Lutheran Church (Major Amendment)

RECOMMENDATION

Staff recommendation is for the City Commission to **Approve** the application for Major Amendment.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with additional conditions
2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

February 20th , 2024

Trinity Lutheran Church of Fort Pierce (Major Amendment)
2011 S. 13th Street

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, JANUARY 8, 2024, 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. Carter entered the meeting at 2:06 PM.

Present: John Heaning; Nichelle Clemons; Justine Carter; Uline Daniel; Alexander Edwards; Anton Kreisl; Frank Creyaufmiller, Chairman

Staff Present: Kev Freeman, Planning Director
Ryan Alitzer, Senior Planner
Kerry Charles Driver, Planner
Miriam Garcia, Redevelopment Specialist
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

All members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the December 11, 2023 meeting.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to approve the minutes from the December 11, 2023 meeting with the roll call correction.

AYE: Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

6. NEW BUSINESS

a. RFP 2024-009 - Disposal of Surplus Property - 706 N. 20th Street

Ms. Garcia stated the five surplus properties were presented to the Planning Board in May; however the bids expired and there was another request for proposals. Ms. Garcia noted they were waiting for the development agreement from the City Attorney's office. Ms. Garcia noted some of the properties were awarded to a different respondent from when the surplus properties came before the Board in May 2023.

Ms. Garcia explained the way a property is determined to be used for surplus.

Ms. Garcia gave an overview of the surplus property and explained the evaluation criteria, evaluation results, purchase price, cost estimate and construction timeline for the single family home awarded to Sunrise City concrete Services. Ms. Garcia answered questions from the Board.

Motion was made by John Heaning, and seconded by Alexander Edwards to forward a recommendation of approval to the Fort Pierce Redevelopment Agency for RFP 2024-009 for Disposal of Surplus Property located at 706 N. 20th Street.

AYE: Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Chairman Frank Creyaufmiller

Passed

b. RFP 2024-010 - Disposal of Surplus Property - 604 S. 6th Street

Ms. Garcia gave an overview of the surplus property and explained the evaluation criteria, evaluation results, purchase price, cost estimate and construction timeline for the single family home awarded to Joe John McVey.

Motion was made by John Heaning, and seconded by Uline Daniel to forward a recommendation of approval to the Fort Pierce Redevelopment Agency for RFP 2024-010 for Disposal of Surplus Property located at 604 S. 6th Street.

AYE: Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Uline Daniel, Chairman Frank Creyaufmiller

Passed

AYE: John Heaning, Nichelle Clemons, Justine Carter, Uline Daniel, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

c. **RFP 2024-011 - Disposal of Surplus Property – 1204 Avenue E**

Ms. Garcia gave an overview of the surplus property and explained the evaluation criteria, evaluation results, purchase price, cost estimate and construction timeline for the fourplex awarded to Telco Investments. Ms. Garcia noted Telco Investments are owners of the adjacent properties, which will allow a larger building.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the Fort Pierce Redevelopment Agency for RFP 2024-011 for Disposal of Surplus Property located at 1204 Avenue E.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Uline Daniel, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

d. **RFP 2024-012 - Disposal of Surplus Property - 1620 Avenue E**

Ms. Garcia gave an overview of the surplus property and explained the evaluation criteria, evaluation results, purchase price, cost estimate and construction timeline for the single family home awarded to Sunrise City Concrete Services.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the Fort Pierce Redevelopment Agency for RFP 2024-012 for Disposal of Surplus Property located at 1620 Avenue E.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Uline Daniel, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

e. **RFP 2024-013 - Disposal of Surplus Property – N. 25th Street, Lot 1 & 2**
Parcel IDs: 2408-501-0066-000-6 and 2408-501-0067-000-3

Ms. Garcia gave an overview of the surplus property and explained the commercial property evaluation criteria, evaluation results, purchase price, cost estimate and construction timeline for the commercial property awarded to Larry Lee Jr. and family. Ms. Garcia answered questions from the Board on surrounding properties and if there is a point threshold for surplus properties.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval to the Fort Pierce Redevelopment Agency for RFP 2023-029 for Disposal of Surplus Property located at N.25th Street, Lot 1 & 2, Parcel IDs: 2408-501-0066-000-6 and 2408-501-0067-000-3.

AYE: Nichelle Clemons, Justine Carter, Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

f. **Annexation - Harry Blue Annexation - Parcel IDs: 2427-603-0104-000-7, 2427-603-0135-000-3, 2427-603-0134-000-6 and 2427-603-0136-000-0**

Mr. Altizer gave an overview of the annexation. The request is to annex four (4) parcels into the city, with a City Future Land Use of RH, High Density Residential, and a City Zoning of R-4, Medium Density Residential. The site area is around 2.95 acres. The current Zoning is RM-11 (Residential Multi-Family 11 – County) and the current Future Land Use is RH (Residential High – County). Mr. Altizer explained that four of the lots shown on the warranty deed are in the City of Fort Pierce and do not need to be annexed.

Motion was made by Nichelle Clemons, and seconded by Uline Daniel to forward a recommendation of approval for the annexation of Parcel IDs: 2427-603-0104-000-7, 2427-603-0135-000-3, 2427-603-0134-000-6 and 2427-603-0136-000-0.

AYE: Justine Carter, Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

g. **Major Amendment - Trinity Lutheran Church of Fort Pierce - 2011 S. 13th Street**

Ms. Charles Driver gave an overview of the application. The request is for a Major Amendment to add a 6,530 square foot classroom building to be used in association with religious education and day care programs offered by the Church. The proposed building addition, a prefabricated modular structure, will be located along the western side of the existing developed area of the property. The proposed use will require minor modifications to the existing parking lot and the site's storm water systems. The site area is around 4.77 acres. The current Future Land Use is INST- Institutional and the current Zoning is OS-1 General Recreational Open Space. Ms. Charles noted an updated drainage plan has been submitted to the city.

Thomas DeGrace, Engineer with Culpepper and Terpening, answered questions from the Board on the type of structure and drainage. He explained the building is pre-fabricated and will be anchored to the foundation and will look like it was built on site. Mr. DeGrace explained the existing pond on site was oversize when it was built, so there are no major modifications being done to the drainage system and minimal impervious area is being effected. Mr. Heaning asked why they are using modular construction, and he stated he does not like the look of the building. Mr. DeGrace said the building is built in an environmental control building, it is quicker to construct, and more economical.

Kurt Bravo, of Trinity Lutheran Church, said the building will have ramps, covered walkways and covered exit doors.

Mr. Freeman said the building does not meet the Design Review guidelines and there are no regulations in place, so the guidelines cannot be enforced. Mr. Freeman noted he is in the process of standardizing Design Review regulations to the code.

Mr. Kreisl asked if there were any modifications to the landscape plan and if the applicant is aware that they do not meet the design guidelines. Mr. Freeman said the landscape meets the code and there were no modifications. Mr. Kreisl said since the Board has no authority to force the architectural details, he would be happier to see less of the building from the street and use landscaping to completely conceal the building.

Chaiman Creyaufmiller said he was in a quandary because the building and landscaping meet the code but not the design guidelines. He highlighted that the Board can request the

applicant to beautify the landscape.

Mr. Freeman said the Planning Board can make a suggestion but if the application meets the code it will need to be approved. Until the city has regulations in place, no conditions can be imposed.

Ms. Carter said other St. Lucie County schools have modular buildings and the function and purpose is appropriate, even though she does not like the design of the building.

Chairman Creyaufmiller suggested the applicant meet with the Planning department to discuss beautifying the landscaping.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval to the City Commission.

AYE: Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Chairman Frank Creyaufmiller

Passed

7. COMMENTS FROM THE PUBLIC

There were no comments from the public.

8. DIRECTOR'S REPORT

Mr. Freeman said he is trying to look at the city as a whole and improve the appearance of the city. He said he is in the process of amending the landscape code to incorporate elements and buffers through a visual code. Mr. Freeman said he is looking for a balance between making the city look better and the cost of developing the city. He said he is also looking at better architectural standards and flexibility to enable alternative building types of construction with aesthetic value.

9. BOARD COMMENTS

Chairman Creyaufmiller stated the South Beach overlay has no teeth when it comes to joining properties and losing setbacks on Ocean Drive. He mentioned the unintended negative consequences for the Surfside community of a project that was recently approved by the Planning Board.

Mr. Kreisl asked Mr. Freeman if he had made any progress in changing the ordinance. Mr. Freeman explained he had done research in other municipalities, and it becomes a delicate situation when taking the value and entitlement of a property. He also noted the recent change in state statute not allowing the city to enforce regulations on single-family homes.

Chairman Creyaufmiller said a lot of old ordinances were loosely written in terms of specifics. He said new ordinances being reviewed by the Planning Board need to be read and understood.

Mr. Heaning asked about not allowing temporary buildings to be used as permanent buildings. Mr. Freeman said he cannot guarantee this will not happen again because the industry is going with manufactured building construction methodology due to material cost and supply chain availability.

Mr. Freeman noted the frustration for staff and the Board, and he said he is trying to improve the design standards, so the Board can have the ammunition to enforce better design.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 11.16.23
Property Address: Major Amendment to Site Plan - Trinity Lutheran Church of Fort Pierce - 2011 S. 13th Street

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 the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 7th Edition.

☑ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☑ 6. Must meet the following Accessibility requirements:

- ☑ Accessible route
- ☑ Handicapped parking spaces
- ☑ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and elements will comply with the Florida Building Code requirements.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☑ 12. Shall meet the Fire Prevention Code:

- ☑ Sprinkler system is required.
- ☑ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Code Cycle Change 12-31-23

Building Official's or Representative's Signature _____ Date: 12/9/23

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Planning Department

From: Venetia Barnes, Stormwater Engineer

Thru: Tracy Telle, Assistant City Engineer

Re : Site Plan – Trinity Lutheran Church of Fort Pierce – 2011 S. 13th Street – TRC 23-41100001

Date : November 30, 2023

This is to advise you that we have completed the review of the following documents as received by this office on November 16, 2023:

☒ Site Plan
☐ Construction Drawings
☐ Test Reports & Related Documents
☐ Executed Construction Contract
☐ Record Drawings
☐ Permits

Based on our reviews and appropriate site final inspection, we

☒ Recommend
☐ Do Not Recommend

☐ Variance Approval
☒ Site Plan 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

ADVISORY COMMENTS:

1. The drainage plan was reviewed conceptually and will be reviewed in depth at the time of DPCR application.

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Planning Department

From: Venetia Barnes, Stormwater Engineer

Thru: Tracy Telle, Assistant City Engineer

Re : Site Plan – Trinity Lutheran Church of Fort Pierce – 2011 S. 13th Street – TRC 23-41100001

Date : November 8, 2023

This is to advise you that we have completed the review of the following documents as received by this office on November 2, 2023:

☒ Site Plan
☐ Construction Drawings
☐ Test Reports & Related Documents
☐ Executed Construction Contract
☐ Record Drawings
☐ Permits

Based on our reviews and appropriate site final inspection, we

☐ Recommend
☒ Do Not Recommend

☐ Variance Approval
☒ Site Plan 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. The project narrative states that the proposed building addition will require minor modifications to the existing parking lot and site stormwater systems. However, the submitted site plan does not show the modifications.

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THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

November 16, 2023

Case #: 23-41100001

Planner: City of Ft. Pierce Planning Department

Major Amendment to Site Plan

Trinity Lutheran Church, 2011 South 13th Street, Fort Pierce, FL

Comments:

Please ensure the illumination and photometric standards for this project meet or exceed the standards set forth by city code.

No other 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: # 23-41100001

Major Amendment to Site Plan - Trinity Lutheran Church of Fort Pierce - 2011 S. 13th Street

Comments

FPUA W/WW Engineering: Applicant to submit utility plans to FPUA water/wastewater engineering department for review.

FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved/Comments. Please include the electrical riser diagram and panel schedule with your building plans**

Please contact Sal Scimeca for electric customer requirements and project coordination.

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

FPUA Gas: Approved.

FPUAnet Fiber: FPUAnet **Approves;** Fiber Internet Service **– Is Available,** if client would like **Fiber Internet Service** from FPUAnet Communications. Please contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements if service is desired.

Developer Letter.pdf

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

Dear Developer,

I am writing to you today on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet service provider. I am reaching out to you to discuss the benefits of choosing FPUAnet for your next development project.

FPUAnet offers a number of advantages over traditional internet providers, including:

- **Scalable to meet growing demands:** FPUAnet's fiber optic network is designed to scale to meet the growing demands of Fort Pierce. This means that you can be confident that your internet connection will be able to handle even the most demanding applications and devices.
- **Gigabit internet throughout the entire service area:** FPUAnet offers gigabit internet speeds throughout its entire service area. This means that you can get the fastest possible internet speeds, no matter where you live in Fort Pierce.
- **High-quality internet to rural and low-income areas:** FPUAnet is committed to providing high-quality internet access to all residents of Fort Pierce, including those in rural and low-income areas. This is important for ensuring that everyone has the opportunity to participate in the digital economy.
- **Faster and more affordable than privately owned ISPs:** FPUAnet's prices are competitive with other internet providers, and in many cases, they are even more affordable. This is because FPUAnet does not have to make a profit, so it can pass on the savings to its customers.

In addition to these advantages, FPUAnet is also committed to providing excellent customer service. Our team of experts is available 24/7 to help you with any questions or problems you may have.

I would be happy to discuss your specific needs in more detail. Please do not hesitate to contact me at peters@fpua.com or 772-466-1600 ext.3311.

Thank you for your time and consideration. I look forward to hearing from you soon.
Sincerely,

Eric Peters
On behalf of FPUAnet

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: Trinity Lutheran Church of Fort Pierce – 2011 S. 13th Street

REVIEW DATE: 11/14/2023

PLANNER: KERRY DRIVER

REVIEWED BY: Captain Andres Elizondo

Site Plan Approved with conditions: _____

Site Plan Requires Re-submittal: ___X____

Site Plan Rejected: _____

The Following Conditions/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 provide an electronic revised copy of the site plan (pdf format).**
4. **Please provide written acknowledgement of the conditions/revisions provided.**
5. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**
6. **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**

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).

7. **Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.**

8. **The Fire District reserves the right for future comments at the site plan & building construction phase.**

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. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.**

11. **Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft.**

12. **Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.**

13. **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.**

14. **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.**

15. **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".**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

16. **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). NFPA 1141 Chapter 10.1.3.**

17. **Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**

18. **The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**

19. **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.

20. **Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).**

21. **Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

DEVELOPMENT REVIEW

Property Information

Property address or Location: 2011 S 13th St, Fort Pierce, FL 34950

Parcel ID #(s): 2416-504-0750-000-2

Project description: 6530 sq ft, classroom building addition

Application Type

☐ Site Plan ☐ Conditional Use w/New Construction ☐ Conceptual Development Plan

☒ Minor Amendment ☐ Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: 6,530 Site Acreage: n/a

Residential: Proposed Units: _____ Proposed Sq. Ft.: _____ Site Acreage: _____

Trinity Lutheran Church of FP	Tom DeGrace, PE
Property Owner(s)	**Applicant/Representative, Title, Company**
2011 so. 13th street	2980 South 25th Street
Street Address	Street Address
ft. pierce fla 34982	Ft. Pierce Fl 34981
City State Zip	City State Zip
772.710.8950	772-464-3537
Phone Number	Phone Number
kabravo1974@gmail.com	tdegrace@ct-eng.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

_____

Property Owner(s) Signature(s)

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)
- [x] Landscaping Plan (see Section 123-37)
- [x] Conceptual Drainage Plan (see Section 125-313)
- [x] Environmental Impact Report
- [ ] Beach/Dune System protection plan, if applicable (see Section 125-313)
- [ ] Lighting Plan (see Section 125-313)
- [ ] Design Review submittals (see Design Review application)
- [ ] Traffic Impact Report
- [x] Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

DESIGN REVIEW

Property Information

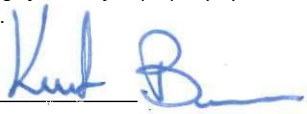
Property address or Location: 2011 South 13th Street, Ft. Pierce, Fl 34982

Parcel ID #(s): 2416-504-0750-000-2

Project description: 6530 Sq Ft. Classroom Bldg Aaddition

Trinity Lutheran Ch of FP	Culepper & Terpening, Inc.
Property Owner(s)	**Applicant/Representative, Title, Company**
2011 South 13th St.	2980 South 25th Street
Street Address	Street Address
Ft. Pierce Fl. 34982	Ft. Pierce Fl. 34981
City State Zip	City State Zip
772-710-8950	772-464-3537
Phone Number	Phone Number
kbravo@premier-pm.com	tdegrace@ct-eng.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*



Property Owner(s) Signature(s)

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

Design Review Application Checklist
(City Code of Ordinances 125-314)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 125-313 is also available.

Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 125-313.
c. A final site lighting plan that meets the requirements of subsection 125-313(d)(8).
d. A final landscape plan that meets the requirements of articles II and III of chapter 123.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

DESIGN REVIEW NARRATIVE

TRINITY LUTHERAN CH. of FP

CHILD CARE ADDITION

A.) A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.

See attached site survey.

B.) A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.

The proposed development site is an existing church and education facility. There are no major natural features remaining on the site.

c. A draft written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.

The design intent of the project is to provide for the installation of a modular classroom building in support of existing church operations. Colors and architectural design will be consistent with the existing buildings on the property.

d. Context photographs of neighboring uses and architectural styles.

See attached photographs of the surrounding area for consistency and styles and design.

e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.

See attached photographs.

f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.

See attached photographs.

g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping. h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.

See attached site plan.

i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.

See attached architectural plans.

j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.

See attached architectural plans.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	public park (Lawnwood)	INST.	OS-1
South	public park (Lawnwood)	INST.	OS-1
East	school (St. Lucie Elm)	Low Density	R-2
West	public park (Lawnwood)	INST.	OS-1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	INST	OS-1	N/A	4.76	X
****Proposed**	INST	OS-1	N/A	4.76	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 653 GPD
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 2897.625
**Proposed Zoning/FLU	Total gallons per day 816.25
**Change in Demand	Total gallons per day 3713.875

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 653 GPD
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 2318
**Proposed Zoning/FLU	Total gallons per day 653
**Change in Demand	Total gallons per day 2971

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	N/A	N/A	N/A
Urban District	5 acres per 1,000 people	N/A	N/A	N/A
Community	2.5 acres per 1,000 people	N/A	N/A	N/A
Neighborhood	1.36 acres per 1,000 people	N/A	N/A	N/A

D. Public Schools (Residential Classifications Only): N/A
Single Family: (du x 0.405 = students/70% K-8/30% High) N/A
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	N/A	N/A
City	N/A	N/A
Distance	N/A	N/A
Current Zoning/FLU Enrollment Demand	N/A	N/A
****Proposed Zoning/FLU Enrollment Demand**	N/A	N/A
****Change in Demand**	N/A	N/A

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	N/A
****Proposed Zoning/FLU**	N/A
***Change in Demand**	N/A

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	See Site Plan.

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	INST	INST
****Proposed Zoning/FLU**	4.09	11.73 (AM)/ 11.82 (pm)
***Change in Demand**	Trips +311	Trips 77/ 77
Impact to Capacity	NONE	

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	N/A	0	N/A		
Single-family, attached	N/A	0	N/A		
Multi-family	N/A	0	N/A		
Other (specify)	N/A	0	N/A		

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
EDUCATIONAL	1	6530	N/A	WINTER 2024	WINTER 2024

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

PROJECT NARRATIVE
TRINITY LUTHERAN CHURCH
CLASSROOM BUILDING ADDITION.

Trinity Lutheran Church of Ft. Pierce, located at 2011 S. 13th St., just east of the Lawnwood Recreation Complex, is seeking authorization to construct a new, 6,528 square foot, classroom building to be used in association with religious education and day care programs offered by the Church. The proposed building addition, a prefabricated modular structure, will be located along the western side of the existing developed area the property. the proposed use will require minor modifications to the existing parking lot and site stormwater systems.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, Made the 8th day of February, A.D. 1960, by CITY OF FORT PIERCE, a municipal corporation existing under the laws of Florida, and having its principal place of business at Fort Pierce, Florida, hereinafter called the Grantor, to TRINITY LUTHERAN CHURCH OF FORT PIERCE, FLORIDA (a corporation not for profit) whose postoffice address is 2011 South 13th Street, hereinafter called the Grantee;

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns, all that certain land situate in St. Lucie County, Florida, viz:

From the Southeast corner of Section 16, Twn. 35 S., R. 40 E., in the City of Fort Pierce, St. Lucie County, Florida, run North 88 deg.-14 min.-48 sec. West, along the south line of said Section 16, 1379.2 feet to the centerline of South 13th Street, as shown on the plat of Sunrise Estates Subdivision, recorded in Plat Book 9, Page 75, of the public records of St. Lucie County, Florida; thence North 0 deg.-09 min.-48 sec. West, along the centerline of South 13th Street, 723.89 feet; thence North 88 deg.-14 min.-48 sec. West, parallel to the south line of aforesaid Section 16, 305.03 feet to the Point of Beginning of the lands herein described;

From said Point of Beginning continue North 88 deg.-14 min.-48 sec. West, parallel to the south line of said Section 16, 97.21 feet; thence North 0 deg.-09 min.-48 sec. West, parallel to the centerline of aforesaid South 13th Street, 597.53 feet to the north line of the South ½ of the SE¼ of aforesaid Section 16; thence South 88 deg.-15 min.-48 sec. East, along the north line of the South ½ of the SE¼ of said Section 16, run 347.21 feet to a point 55 feet west of the centerline of South 13th Street; thence South 0 deg.-09 min.-48 sec. East, parallel to and 55 feet westerly from the centerline of South 13th Street, run 598.63 feet to the north line of property of the Trinity Lutheran Church; thence North 88 deg.-14 min.-48 sec. West, along the north line of property of the Trinity Lutheran Church, 250 feet; thence South 0 deg.-09 min.-48 sec. East, along the west line of the property of the Trinity Lutheran Church, 300 feet to the Point of Beginning; Containing 3.0 acres.

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, its successors and assigns, 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, its successors or assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF FORT PIERCE

By _____
Mayor-Commissioner

Attest: _____
City Clerk

APPROVED As To Form And Correctness:

By _____
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and County aforesaid to take acknowledgments, personally appeared JAMES L. HOWE and D. C. HUMBEY, well known to me to be the Mayor-Commissioner and City Clerk respectively of the municipal corporation named as Grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 9th day of February, A.D. 1940.

FILED AND RECORDED
SEP

_____
Notary Public, State of Fla. at Large
My commission expires, _____

Notary Public, State of Florida at Large
My Commission Expires Nov. 29, 1941
Bonded by American Surety Co. of N. Y.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 2011 S 13th ST	Parcel ID: 2416-504-0750-000-2	Account #: 25844	Sec/Town/Range: 16/35S/40E
		Map ID: 24/16S	Zoning: General &
Use Type: 7100	Jurisdiction: Fort Pierce		

Ownership

Trinity Lutheran Church Of FP
2011 S 13th St
Fort Pierce, FL 34950

Legal Description

LAWNWOOD ADDN THAT PART OF BLKS 105, 115 AND 128 AND VAC STS AND ALLEYS DESC AS: FROM SE COR BLK 128 RUN W 30 FT TO POB,TH CONT W 347.21 FT,TH N 597.53 FT TO N LI OF S 1/2 OF SE 1/4 OF SEC 16-35-40,TH E 347.21 FT TO W R/W DR DITCH,TH S 598.63 FT TO POB(Deed Book 261-364, 264-215)

Current Values

Just/Market:	$1,692,500	Assessed:	$1,688,280	Year	Just/Market	Assessed	Exemptions	Taxable
Exemptions:	$1,688,280	Taxable:	$0	2022	$1,692,500	$1,688,280	$1,688,280	$0
				2021	$1,534,800	$1,534,800	$1,534,800	$0
				2020	$1,548,700	$1,548,700	$1,548,700	$0

Historical Values 3-year

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
02-08-1960	0261 / 0364	XX01	SPWD	Fort Pierce City Of	$0

Primary Building Information

Finished Area of this building: 6,212 SF
Gross Sketched Area: 7,202 SF

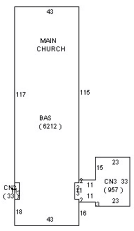
Exterior Data

View:	Roof Cover: Dim Shingle	Roof Structure: Gable	Building Type: CH5
Year Built: 1956	Frame:	Grade: Y_D	Effective Year: 1977
Primary Wall: Conc Block	Story Height: 1 Story	No. Units: N/A1	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 100%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 0	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 100%	Heat Fuel: ELEC	Primary Floors: Vinyl Tiles





Total Areas

Finished/Under Air (SF):	23,181
Gross Sketched Area (SF):	26,271
Land Size (acres):	4.77
Land Size (SF):	207,781.2
Total Building Count:	4

Special Features and Yard Items

Type	Qty	Units	Year Blt
DOUBLE LIGHT	1	2	1980
SINGLE LIGHT	1	5	1980
CONCRETE LOW	1	5384	2007
ASP2 LOW	1	19440	2007
CEMENT CURB	1	626	2007
CHAINLINK 6'	1	24	2007
CONCRETE LOW	1	3350	2011
CEMENT CURB	1	306	2011
CHAINLINK 6'	1	942	2011
ASP2 LOW	1	25648	2011

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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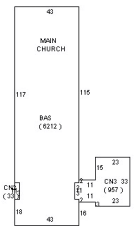
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Day Care Center
(565)

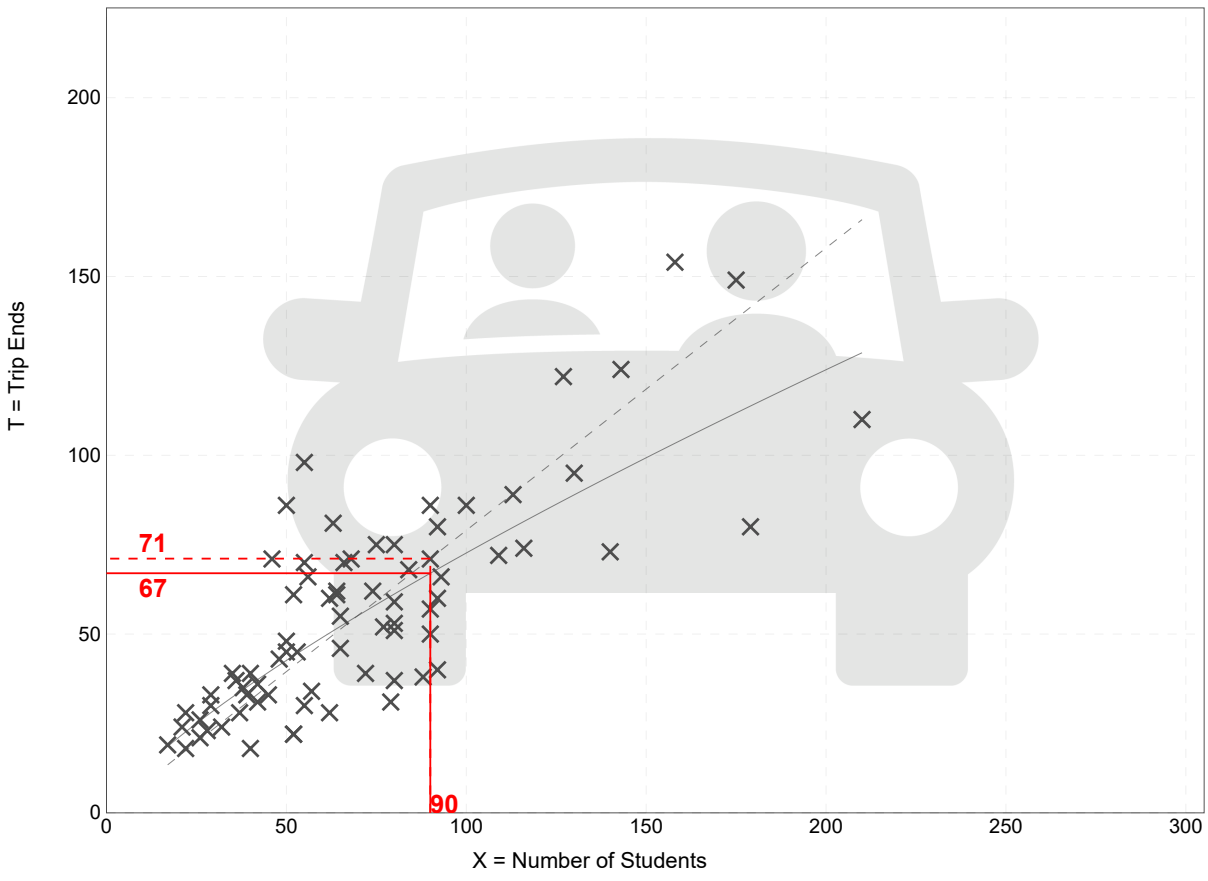
Vehicle Trip Ends vs: **Students**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 75
Avg. Num. of Students: 71
Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.79	0.39 - 1.78	0.27

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.77 Ln(X) + 0.74

R^2= 0.63

Day Care Center
(565)

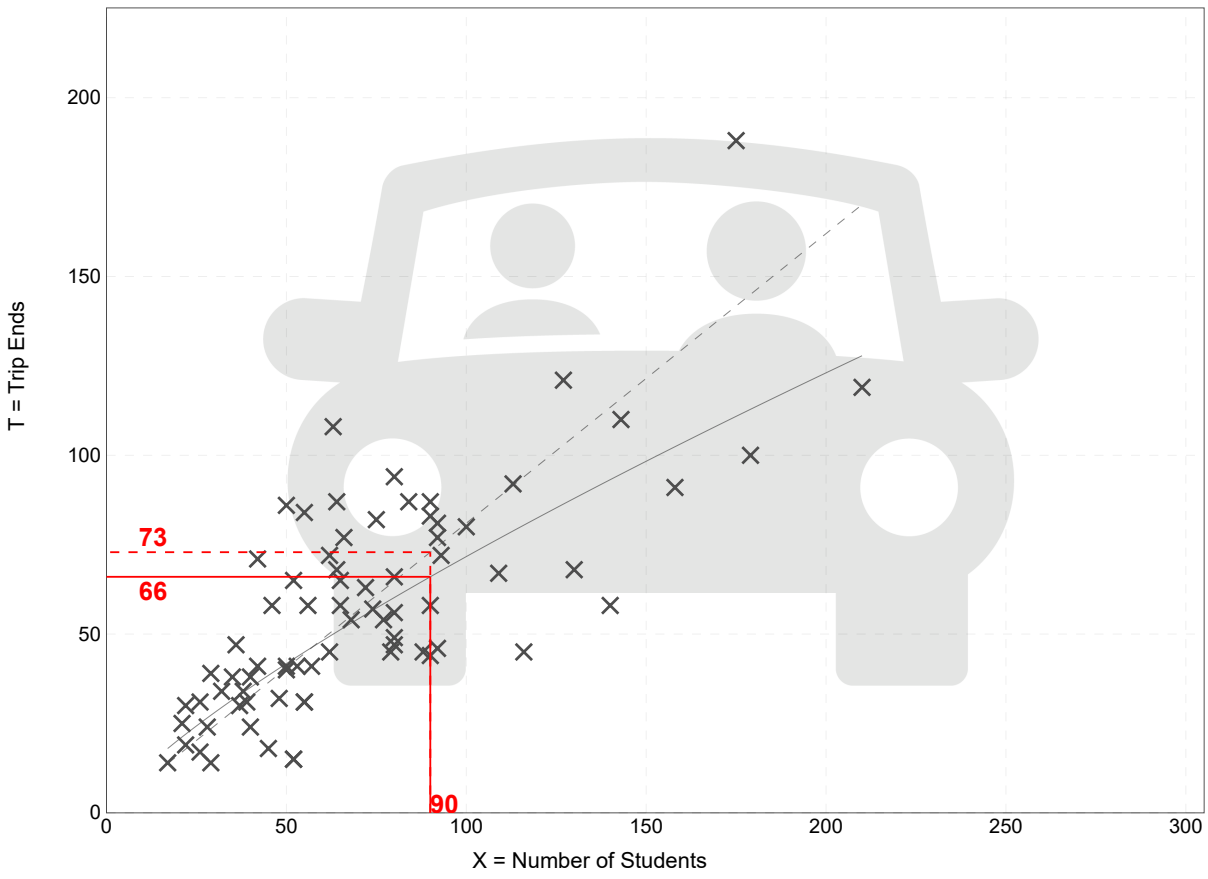
Vehicle Trip Ends vs: **Students**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 75
Avg. Num. of Students: 71
Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.81	0.29 - 1.72	0.30

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.78 Ln(X) + 0.68

R^2= 0.57

Day Care Center
(565)

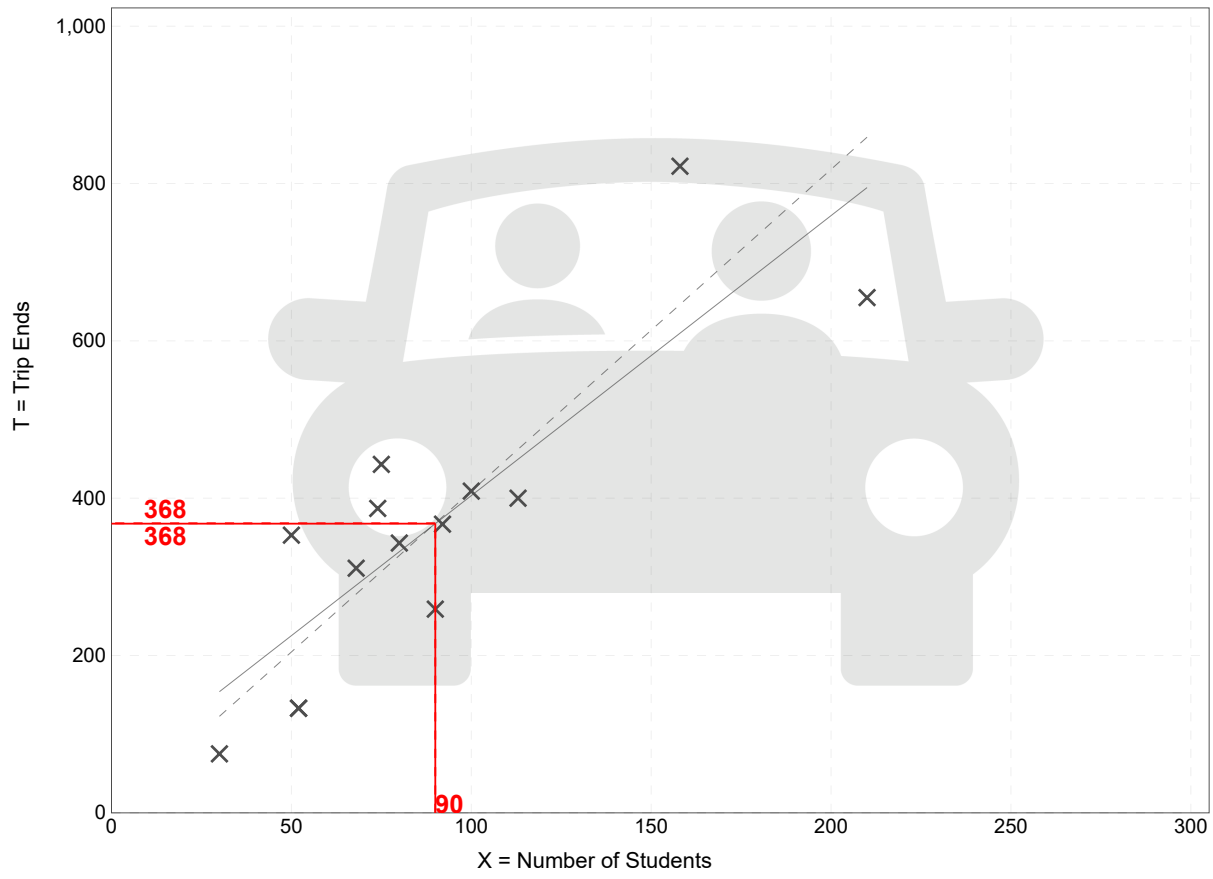
Vehicle Trip Ends vs: **Students**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 14
Avg. Num. of Students: 89
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
4.09	2.50 - 7.06	1.21

Data Plot and Equation



Fitted Curve Equation: T = 3.56(X) + 47.23

R^2= 0.72

Saint Lucie County Property Appraiser



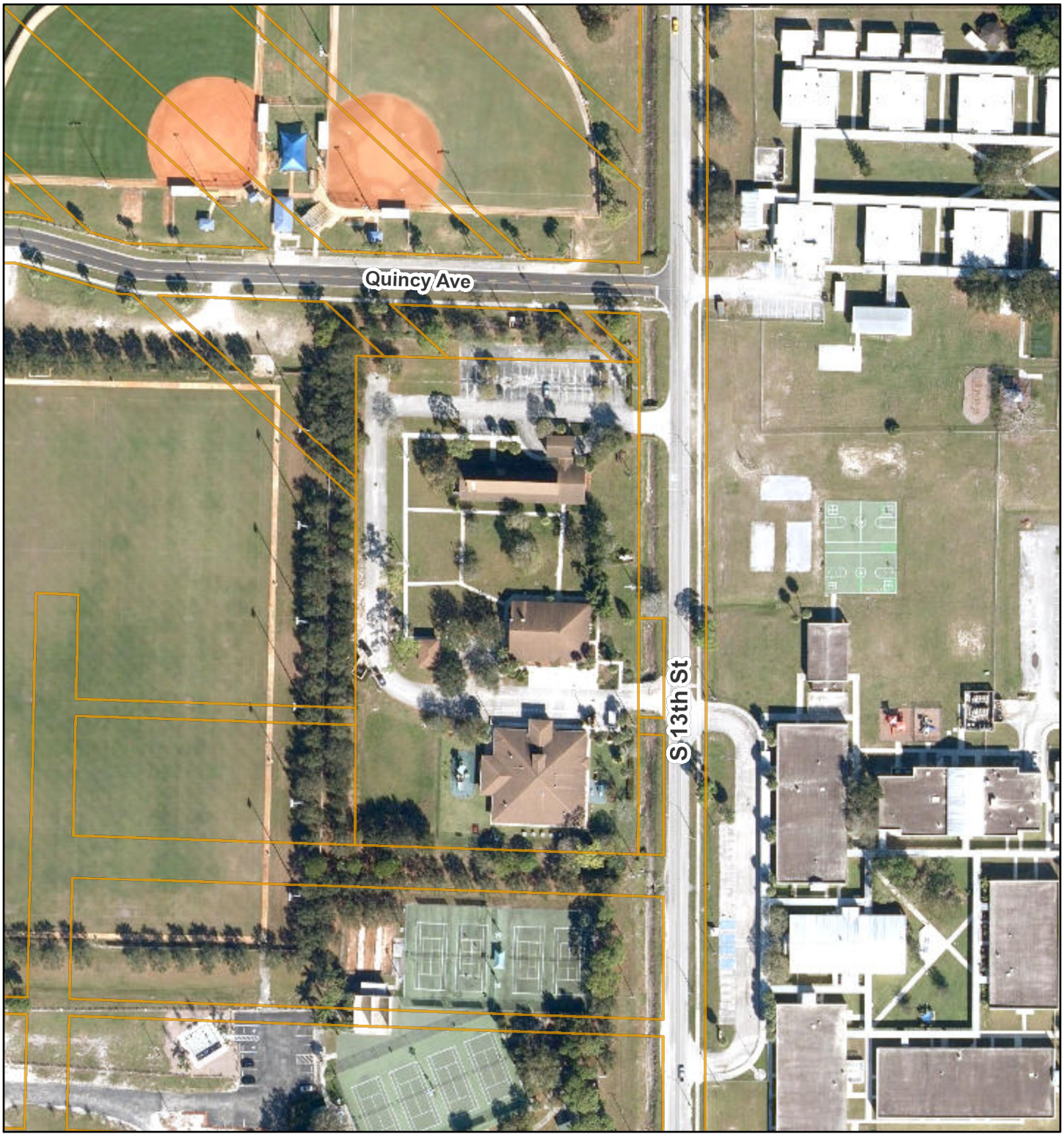
8/7/2023

1:4,514

0 187.5 375 750 ft

0 55 110 220 m

Saint Lucie County Property Appraiser

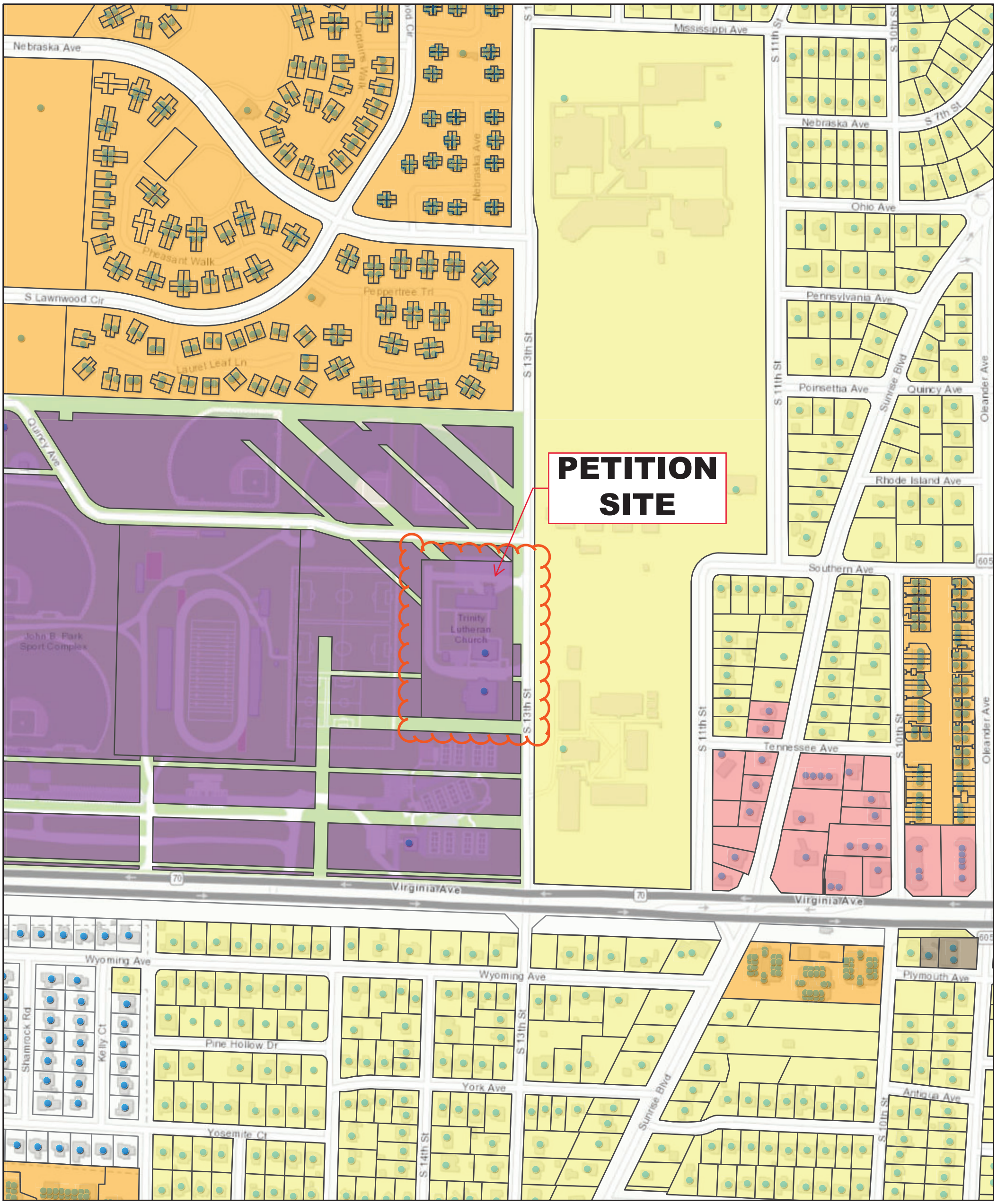


8/7/2023

1:2,257

0 90 180 360 ft

0 25 50 100 m



8/7/2023, 5:38:50 PM

Future Land Use

- INST, Institutional
- OP, Offices - Professional & Business Services
- RH, High Density Residential
- RL, Low Density Residential
- RM, Medium Density Residential
- Address Points
- Parcel Boundaries

1:4,514

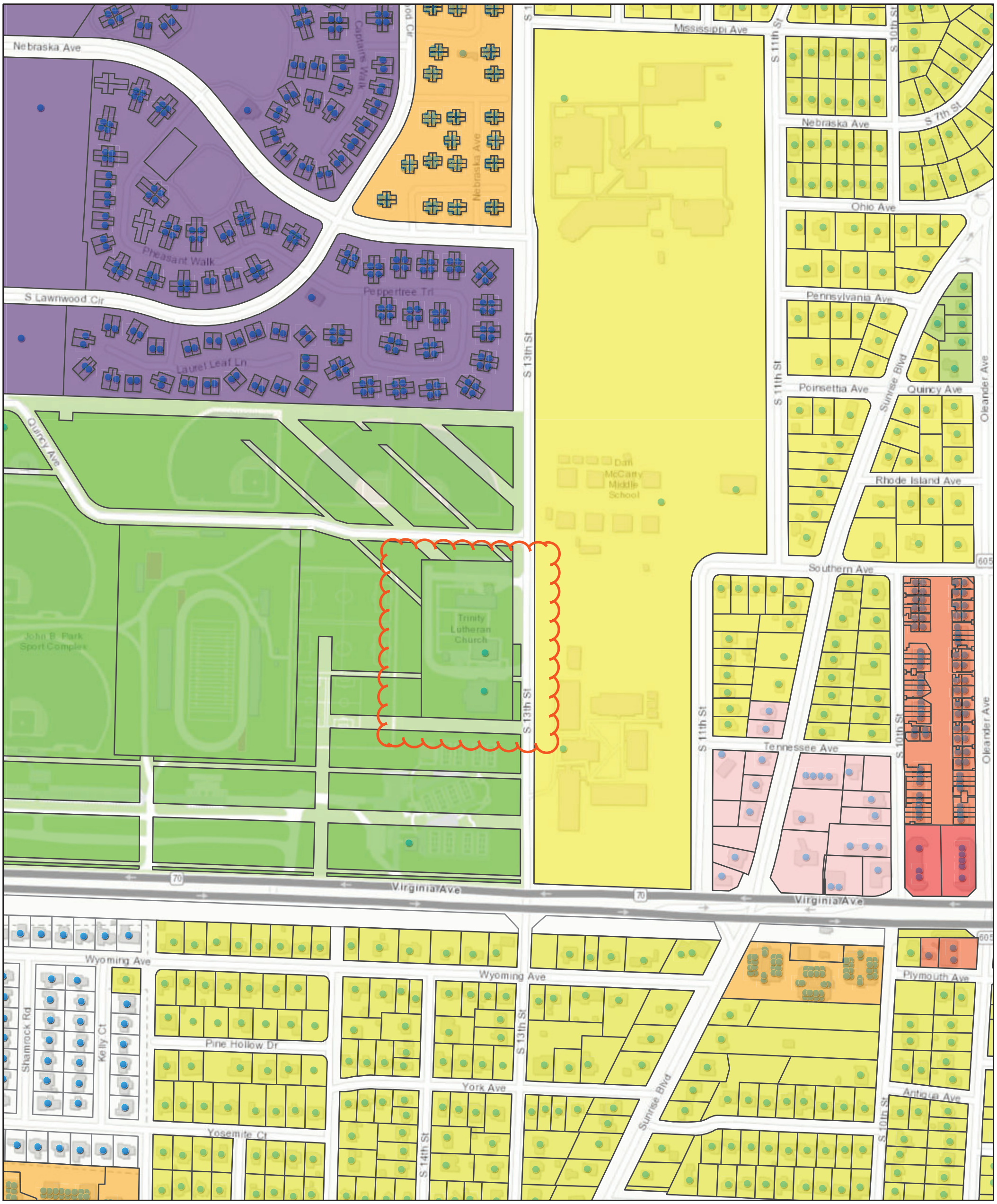
0 0.04 0.09 0.18 mi

0 0.07 0.15 0.3 km

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Web AppBuilder for ArcGIS

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.



8/7/2023, 5:40:51 PM

Zoning

- C-1, Office Commercial
- C-3, General Commercial
- OS-1, General and Recreational Open Space
- PD, Planned Development
- R-1, Single Family Low Density
- R-2, Single Family Intermediate Density
- R-3, Single Family Moderate Density
- R-4, Medium Density Residential
- R-5, High Density Residential
- Address Points
- Parcel Boundaries

1:4,514

0 0.04 0.09 0.18 mi

0 0.07 0.15 0.3 km

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

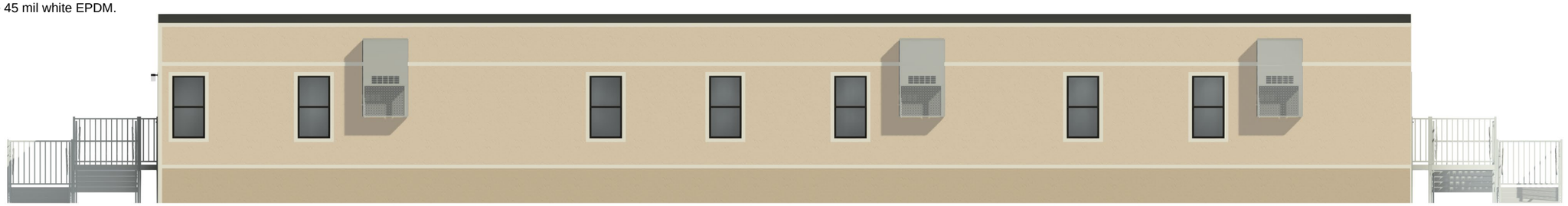
Web AppBuilder for ArcGIS
SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.

3.0 Wall Section
- Standard house wrap installed over exterior walls sheathing with LP smart siding
- False mansard of same siding material
- Matching skirting material with standard vents

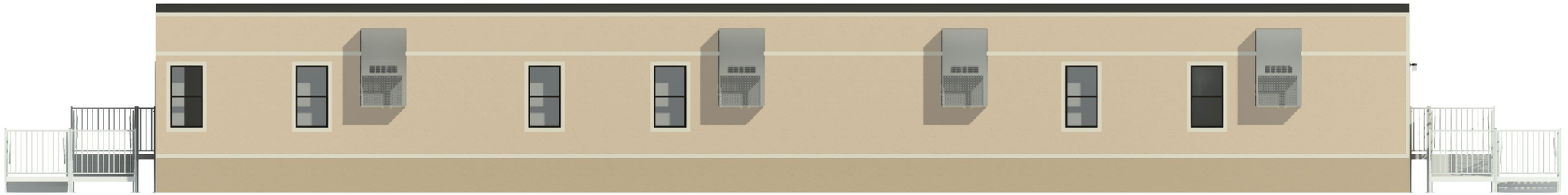
4.0 Roof/Ceiling Section
- Transverse truss (Engineered truss), (UT14w) at 16” O.C.
- Roof sheathing to be 7/16”x4x8
- Roof covering to be 45 mil white EPDM.

5.0 Windows Section
- (21) each, 36x60 VS windows, tinted and insulated, vinyl frame, rated as necessary

6.0 Exterior Doors Section
- (2) each, 72" x 80" Steel/steel exterior doors with 6” x 30” VB. Not impact rated
- Standard closure, panic hardware and removable center tee astragal ST/ST. Both doors are active with mechanically fastened (removable) center tee astragal



REAR ELEV.



HITCH ELEV.

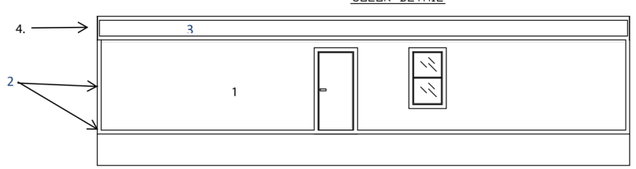


FRONT ELEV.



BACK ELEV.

COLOR DETAIL



DESCRIPTION	COLOR SELECTION
1. Building Body	D2B79B - Warm Carmel
2. Building Trim	E3D9C8 - Antique Beige
3. Mansard Body	
4. Skirting	B99E80 - Dapper Tan

VESTA MODULAR
1000 Town Center, Suite 975
Southfield, MI 48075

THE INFORMATION CONTAINED HEREIN IS PROPRIETARY TO VESTA HOUSING SOLUTIONS, INC DBA VESTA MODULAR, LLC. AND MAY NOT BE SHARED WITH ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF VESTA HOUSING SOLUTIONS, INC DBA VESTA MODULAR, LLC.

N W E S
FOR REFERENCE ONLY

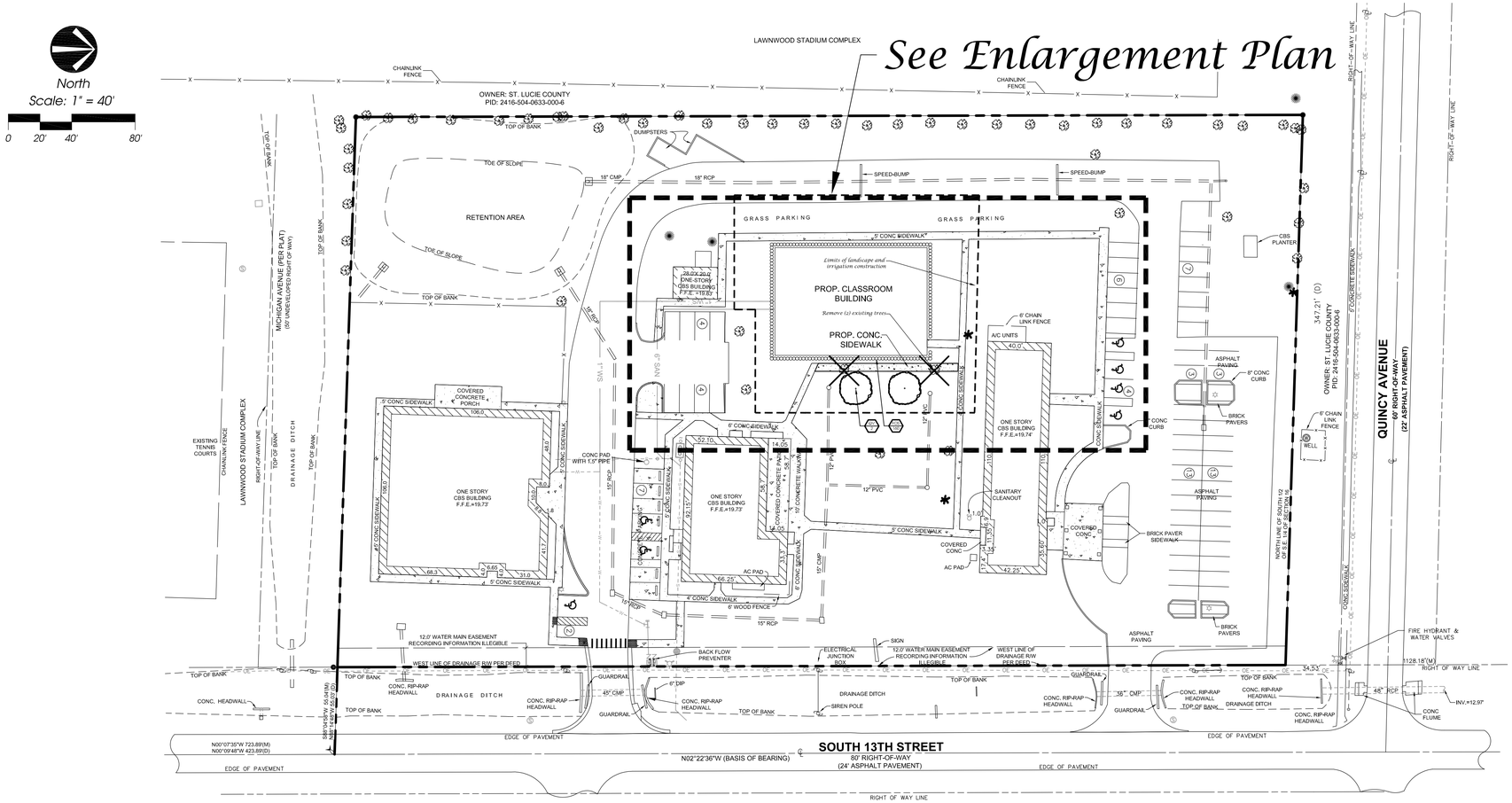
98’ x 68’ CLASSROOM BUILDING
COLOR ELEVATIONS

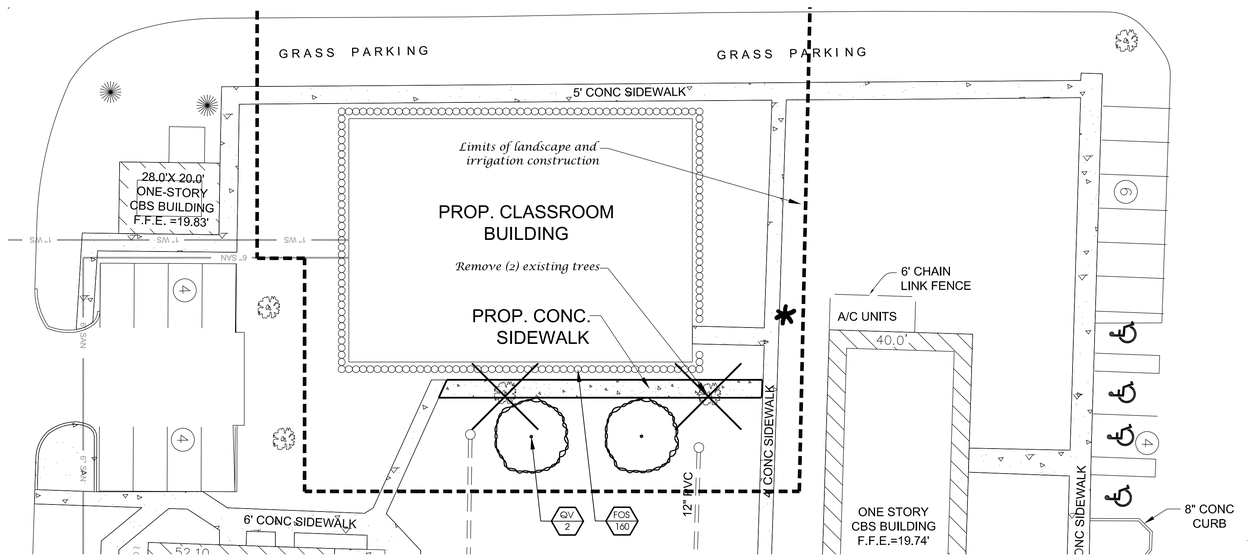
DRAWING DATE: 07/20/23

REVISION #/DATE:
1.
2.
3.

DRAWING NUMBER: 1

DRAWN BY: ERC





Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS
CANOPY / ORNAMENTAL TREES						
2	QV*	QUERCUS VIRGINIANA	LIVE OAK	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.
SHRUBS / GROUNDCOVERS						
160	FOS*	FORESTIERA SEGREGATA	FLORIDA PRIVET	#3, 2' x 2'	2' O.C.	FULL & THICK
	SOD-1	PASPALUM NOTATUM	BAHIA SOD			SEE SPECS
		* = Florida Native				
		NOTE: D.B.H. IS MEASURED 4.5' ABOVE GRADE				

General Notes

1. No plant substitutions can be made without the City of Fort Pierce's approval.
2. All required landscape improvements must be inspected and approved by the City prior to the issuance of a Certificate of Occupancy.
3. Any existing landscaping, sod, or irrigation damaged or destroyed during the construction shall be replaced prior to the final inspection.
4. All prohibited, exotic and invasive species shall be removed from the entire site prior to issuance of certificate of occupancy.
5. Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Hydrants. All fire hydrants and fire check valves shall have a minimum of 7.5' from the front and sides with 4' from the rear to all landscape material per the Florida Fire Prevention Code.

Landscape Plan

North
Scale: 1" = 20'
0 10' 20' 40'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

Trinity Church Classroom Expansion

South 13th Street
City of Fort Pierce, Florida

City Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number:
LA 0001635

Job No. 23-0704
Drawn By JWS
Submittal Dates 8-3-2023

Revision Dates

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-1 of 2

Landscape Specifications

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Undersizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Enviromulch, Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to be kept a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and elliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chafing guards, with wooden stake anchors Immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a ratio of approximately 3:0:2 or 3:0:3 (e.g. one labeled 12-0-8). Similar analysis such as 16-0-8 (4:0:2) can also be used. Fertilizers that are slow release, controlled release, sulphur coated or with nitrogen as IBDU or ureaformaldehyde have extended release period. Thirty to fifty percent of the nitrogen should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs. per palm.

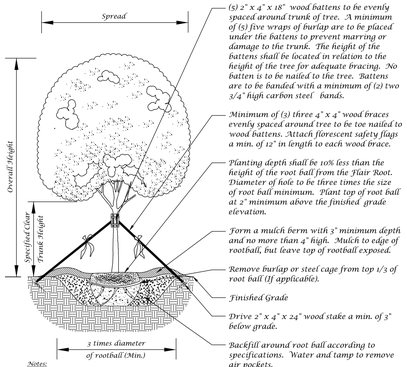
Agriform 20-0-5 twenty-one gram planting tablets may be substituted for granular fertilizer. If utilized, the following rates shall be utilized: Position plant in hole, Backfill halfway up the rootball. Place tablet(s) beside rootball about 1" from root tips. Do not place tablet(s) in bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & B&B Trees 2 per 1" caliper

11. All planting areas and sod to be irrigated to provide 100% coverage. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by City and project is released by the General Contractor to Client.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrom secundatus Floritam (unless otherwise noted), machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
15. Maintain positive drainage, no planting is to block drainage.
16. Drainage Testing
    Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
    A) Dig each planting pit to the minimum specified size.
    B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
    C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
    D) Discard all material removed from the drainage channel.
    E) When backfilling the planting pit, add course gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

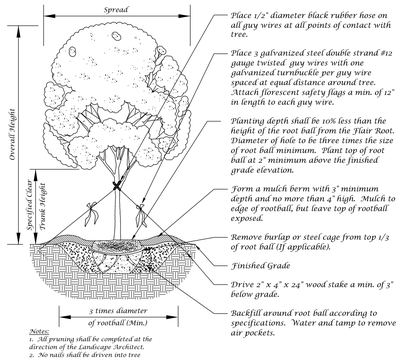
NOTES:
1. Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate, the soil specification in item #8 above shall be revised for site conditions. Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
2. All fertilizers shall meet the City of Fort Pierce's fertilizer ordinance.

Landscape Details



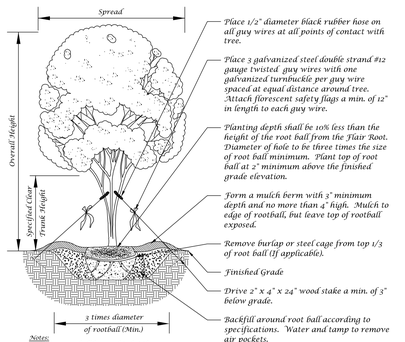
Large Tree Planting Detail (5" Caliper or Greater)

Not to Scale



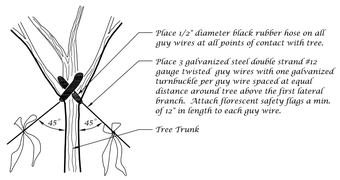
Tree Planting Detail

Not to Scale



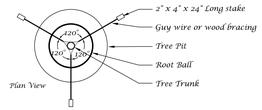
Multi-Trunk Tree Planting Detail

Not to Scale



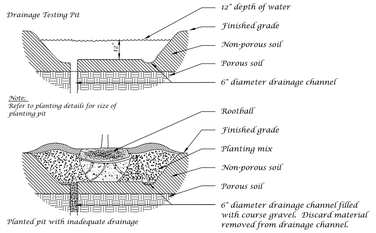
Guy Wire Attachment Detail

Not to Scale



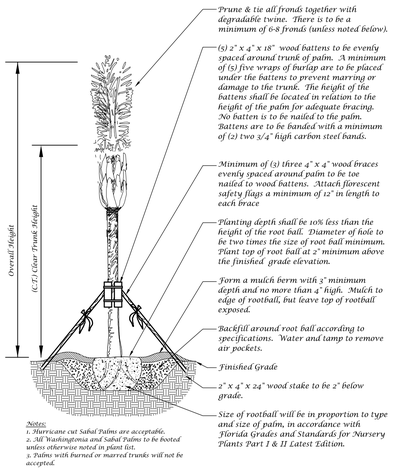
Staking Detail

Not to Scale



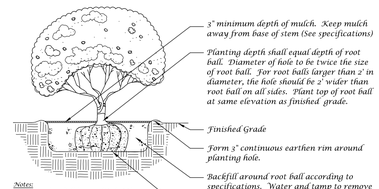
Drainage Testing Detail

Not to Scale



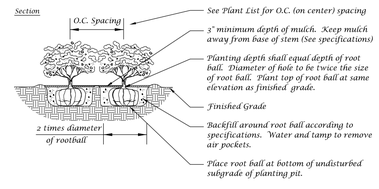
Palm Planting Detail

Not to Scale



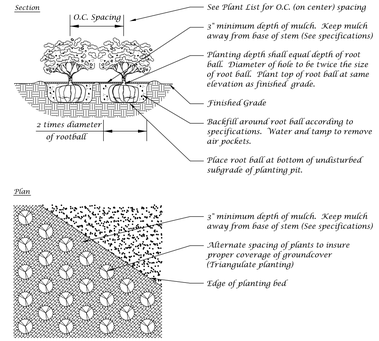
Shrub Detail

Not to Scale



Ground Cover Detail

Not to Scale



Ground Cover Detail

Not to Scale

Landscape Plan

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
L.C. 26000198

Trinity Church Classroom Expansion
South 13th Street
City of Fort Pierce, Florida

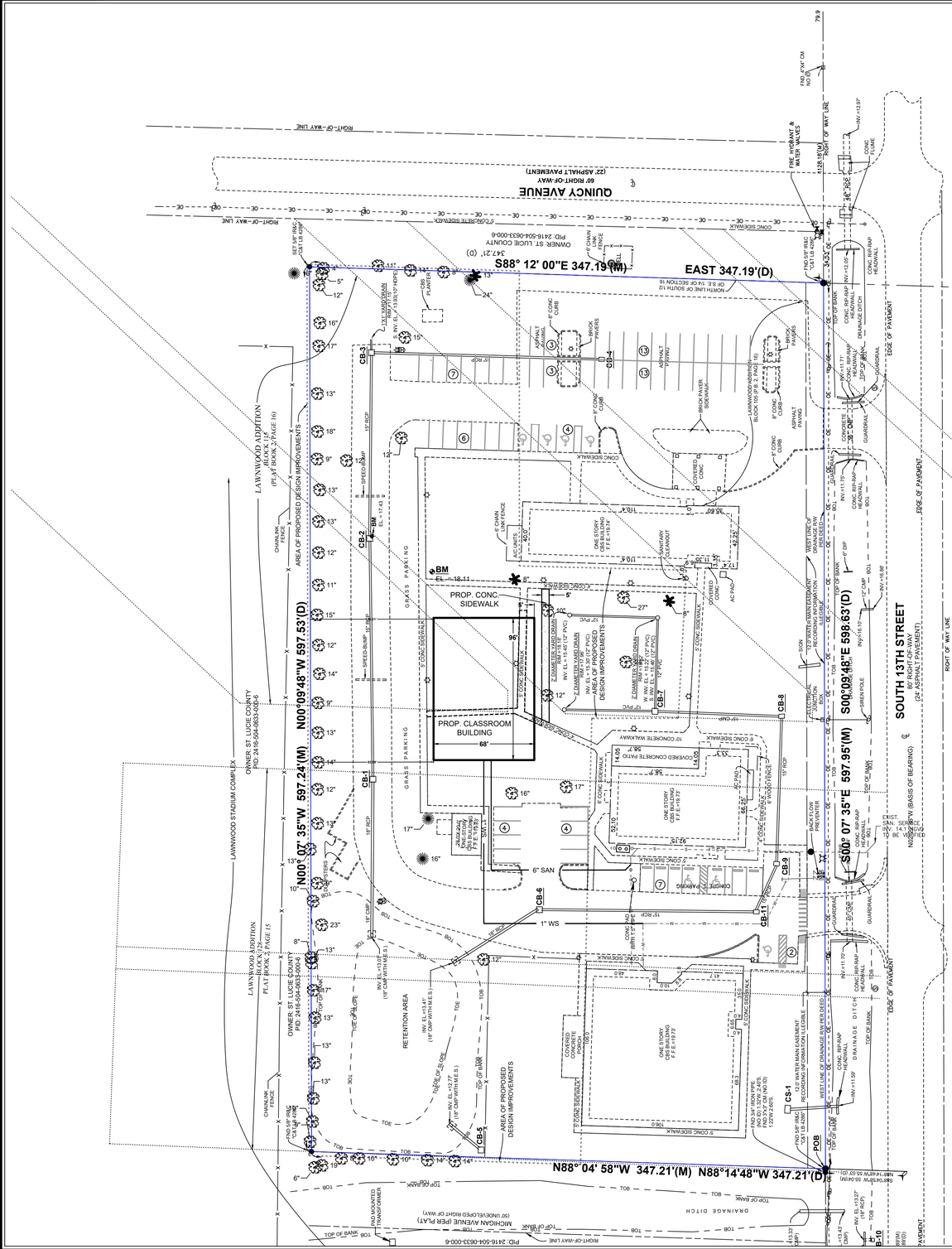
City Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number:
LA 0001635

Job No. 23-0704
Drawn By JWS
Submittal Dates 8-3-2023

Revision Dates

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.



GENERAL NOTES

1. *ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FT. PIERCE CODE OF ORDINANCES SECTION 119 AND 125.*

GRAPHIC SCALE
40 0 20 40
(IN FEET)
1 inch = 40 ft.

SITE DATA TABLE

Owner:
Trinity Lutheran Church of Fort Pierce
2011 South 13th Street
Fort Pierce, FL 34950

Applicant:
Trinity Lutheran Church of Fort Pierce
2011 South 13th Street
Fort Pierce, FL 34950

Engineer:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: (772) 464-3537
Fax: (772) 464-9497
www.ct-eng.com

Owners Representatives:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: (772) 464-3537
Fax: (772) 464-9497
www.ct-eng.com

Landscape Architect:
TBD

Architect:
TBD

1.) **Project Name:**
Trinity Church Classroom expansion

2.) **Location:**
Approximately a quarter mile north of the Virginia Avenue and 13th st. intersection.

3.) **Project Description:**
A new classroom building and additional parking to support it total site approximately 4.76 acres.

4.) **Sec/Town/Range:**
Section 16/ Range 35S/ Township 40E

5.) Map ID:
24/16S

6.) **Parcel ID Numbers:**
2416-504-0750-000-2

7.) **Gross Site Area:**
4.77 acres (proposed development tract)
207,781 sq feet (approximate)

8.) **Zoning:**
OS-1

9.) **Land Use:**
7100-CHRCHS

10.) **Building Data:**

Setbacks (feet)	Required	Provided
North	N/A	154.0
East	15	51.4
South	N/A	23.7
West	N/A	59.7

Building Square Footage (SF)	
Proposed Classroom	6,528
Existing Daycare	11,089
Existing Office	5,270
Existing Sanctuary	5,882
Total	28,769

Note: All buildings are one story.

11.) **Development Schedule:**
Start 4th Qtr 2023
Complete 4th Qtr 2024

12.) **Flood Zone:**
The project site is located in Flood Zone X.
According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 12111C0187K. (2/19/2020)

13.) **Site Coverage:**

Impervious	Proposed SF	Existing SF	Total	SFWMD Permitted	Comparison
Buildings	6,528	22,803	29,331	24,829	-4,502
Pavement	0	49,255	49,255	49,223	-32
Sidewalk	-189	15,102	14,913	30,015	15,102
Total Impervious	6339	87,160	93,499	104,067	10,568

Pervious	Proposed SF	Existing SF	Total	SFWMD Permitted	Comparison
Open Space	-6,339	120,621	114,282	234,903	120,621
Total Pervious	-6339	120,621	114,282	234,903	120,621
Total	0	207,781	207781.20	100.0%	

14.) **Building Hgt.:**
Proposed Maximum Bldg. Hgt. 35 feet (single story)

15.) **Utility Service:**

Water Service	FPUA	Electric Service	FPUA
Sewage Service	FPUA	Cable Service	Blue Stream
Re-Use Water	n/a		

16.) **Fire Services:**
The Fire Hydrant is provided at the project property line near the south east corner of the property.

17.) **Site Lighting:**
Site lighting shall be provided in accord with City Codes and Standards. No lighting shall be directed off-site. Site lighting to be provided by a combination of wall mounted and poled fixtures. Parking lot (auto) lighting shall be at an average of 2.0 ft Candles; Site lighting to be LED fixtures.

18.) **Refuse Collection:**
Trash and solid waste is collected by approved City of Fort Pierce Service provider.

19.) **Parking Required:**
The controlling requirement for provided parking is set by the Fort Pierce Planning and Zoning

Building	Parking requirement	Requests	Required
Proposed Classroom	2 Spaces/classroom	6	12
Existing Daycare	2 Spaces/classroom	7	14
Existing Office	1 Space/300SF	5,270	18
Existing Sanctuary	**1 Space/ 3 seats**	**180**	**60**

*Sanctuary parking dictates required parking

Parking Provided:

	Required	Provided	
Standard Spaces	60	62	Spaces
Handicapped	3	7	Spaces
Total	**63**	**69**	**Spaces**

20.) **Site Drainage:**
The stormwater management system for the overall project area is governed by the Fort Pierce, South Florida Water Management District Permit No. 56-01457-P (as may be amended).The project sites within the PUD are required to provide a minimum dry pre-treatment volume of 1/2 inch of runoff prior to discharge into the master surface water management system.

The plan is to flow into the detention area in the southwest corner of the property. The lake will then stage to the constrol structure with a 3" bleeder at 13.5' NGVD and a 2" sharp crested weir at elevation 17.5 NGVD ultimately discharging offsite into South 13th St. Canal.

21.) **Traffic Statement**

THE PROJECT WILL RESULT IN THE GENERATION OF 833 VPD AVERAGE DAILY TRIPS AND 207 VPH PEAK HOUR FACTOR TRIP THE DIRECTIONAL DISTRIBUTION FOR THE PM PEAK HOURS TRIPS WILL BE 47% ENTERING AND 53% EXITING THE SITE, OR 97 VEHICLES ENTERING AND 110 EXITING. THE TRIPS ARE CALCULATED USING THE ITE 11TH EDITION UNDER CODE 565 (DAYCARE CENTER)

22.) **Hazardous Waste Statement:**
Any and all hazardous or toxic materials generated or used or stored on site shall be disposed of in accordance with all local, state, and federal Regulations

23.) **Wellfield Protection Ordinance:**
This project is not located in a public water supply wellfield protection zone.

24.) **Environmental Statement:**

Description	Found (Yes/No)	Agency Contact Information	Management Plan (Yes/No)	Relocation Plan (Yes/No)
Wetlands	No			
Rare Habitat	No			
Threatened Species	No			
Endangered Species	No			
Species of Special Concern	No			
Invasive /Exotic Vegetation	Yes		N/A	N/A

25.) **General Notes:**

a.) No special considerations for site access or gating will be required, thus no storage considerations are required for trucks at the project enterance.

THOMAS J. DEGRACE P.E. FL. REG. NO. 42354

NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
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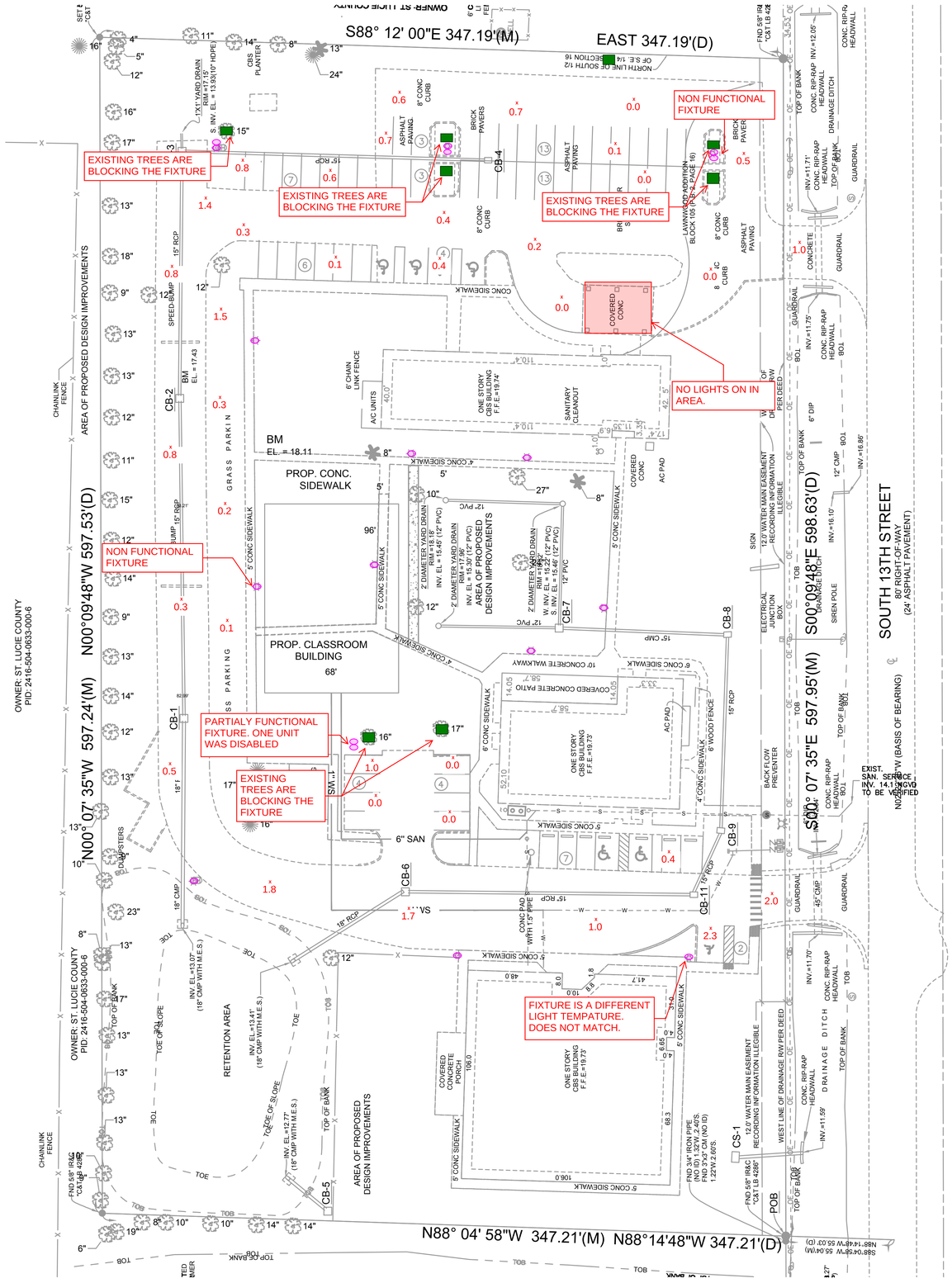
	BY	DATE
DESIGNED		
CALCS.		
DRAWN		
DETAILED		
CHECKED		
APPROVED		

TRINITY – CLASSROOM BUILDINGS

SITE PLAN

DATE:
HORIZ. SCALE: 1:20
VERT. SCALE: 1:20
JOB No. 22-214
SHEET 1 of

P:\Proj-2022\22-214 Trinity – Classroom Buildings\22-214 Trinity-Base.dwg Plotted: 7/12/2023 1:40 PM By: EDGAR COAPMAN



SURVEY COMPLETED ON 09/12/23

SCOPE OF SURVEY

SCOPE OF AREA SURVEYED ARE AS LISTED:
1. ROADWAYS
2. PARKING SPACES

SYMBOL LEGEND

- EXISTING POLE MOUNT LIGHT FIXTURE (SINGLE).
- EXISTING POLE MOUNT LIGHT FIXTURE (DOUBLE).
- EXISTING TREES
- X CALC POINT

PHOTOMETRIC AVERAGES

TOTAL AMOUNT OF CALCS - 35

MIN. - 0.0

MAX - 2.3

AVG. - 0.6

PERMIT ISSUED	-
CONSTRUCTION ISSUED	-

revision	date
1	

KAMM Consulting
1408 Orange Avenue
Fort Pierce, Florida 34950
Phone 772.595.1745 Fax 772.595.1745
bbrown@kammconsulting.com
Certification of Authorization #8189

PRINCIPAL
Brady L Brown — Florida License #58237

date
signed

project title: TRINITY CHURCH
2011 SOUTH 13TH STREET
FORT PIERCE, FL 34950

sheet title: **ELECTRICAL PLAN**

projt. no.:	2023-0000
project manager:	DM
checked by:	BB
scale:	AS NOTED
date:	09/18/2023

sheet **E2.1** project

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

ENVIRONMENTAL ASSESSMENT

OPEN ARMS - FORT PIERCE

FORT PIERCE, FLORIDA

Prepared for:

Open Arms

Prepared by:

EW Consultants, Inc.

July 2023

© 2023 EW Consultants, Inc.

1000 SE Monterey Commons Blvd., Suite 208 • Stuart, FL 34996 • 772-287-8771 • Fax 772-287-2988

www.ewconsultants.com

I. INTRODUCTION -

The Trinity Church Classroom Expansion area within the City of Fort Pierce covered by this Environmental Assessment comprises 6,528 square feet, as well as the entire 4.77-acre Church property. It is located east of and adjacent to the Lawnwood sports complex, west of South 13th Street, south of Quincy Avenue and north of Virginia Avenue within the City of Fort Pierce, Florida (see Figure 1, Location Map). The project site is situated in northeastern St. Lucie County within Section 16, Township 35 South, and Range 40 East (see Figure 2, USGS Quadrangle Map). Figure 3 is a 2023 Aerial Photograph of the subject property and immediate surroundings. Please note that these graphics encompass the entire Trinity Church property.

II. GENERAL PROPERTY DESCRIPTION –

Based on a site visit conducted by staff from EW Consultants, Inc. in July 2023, the project area consists of facilities associated with Trinity Lutheran Church and Open Arms early childhood learning center. There are no intact native habitat (wetland or upland) assemblages on-site.

III. SOIL TYPES –

A Soil Resource Report produced by the United States Department of Agriculture/Natural Resources Conservation Service for the subject property includes soils classified as Winder sand, shell substratum (96.5%), Arents (3.0%) and Lawnwood and Myakka sands (0.6%).

IV. EXISTING LAND COVER TYPES –

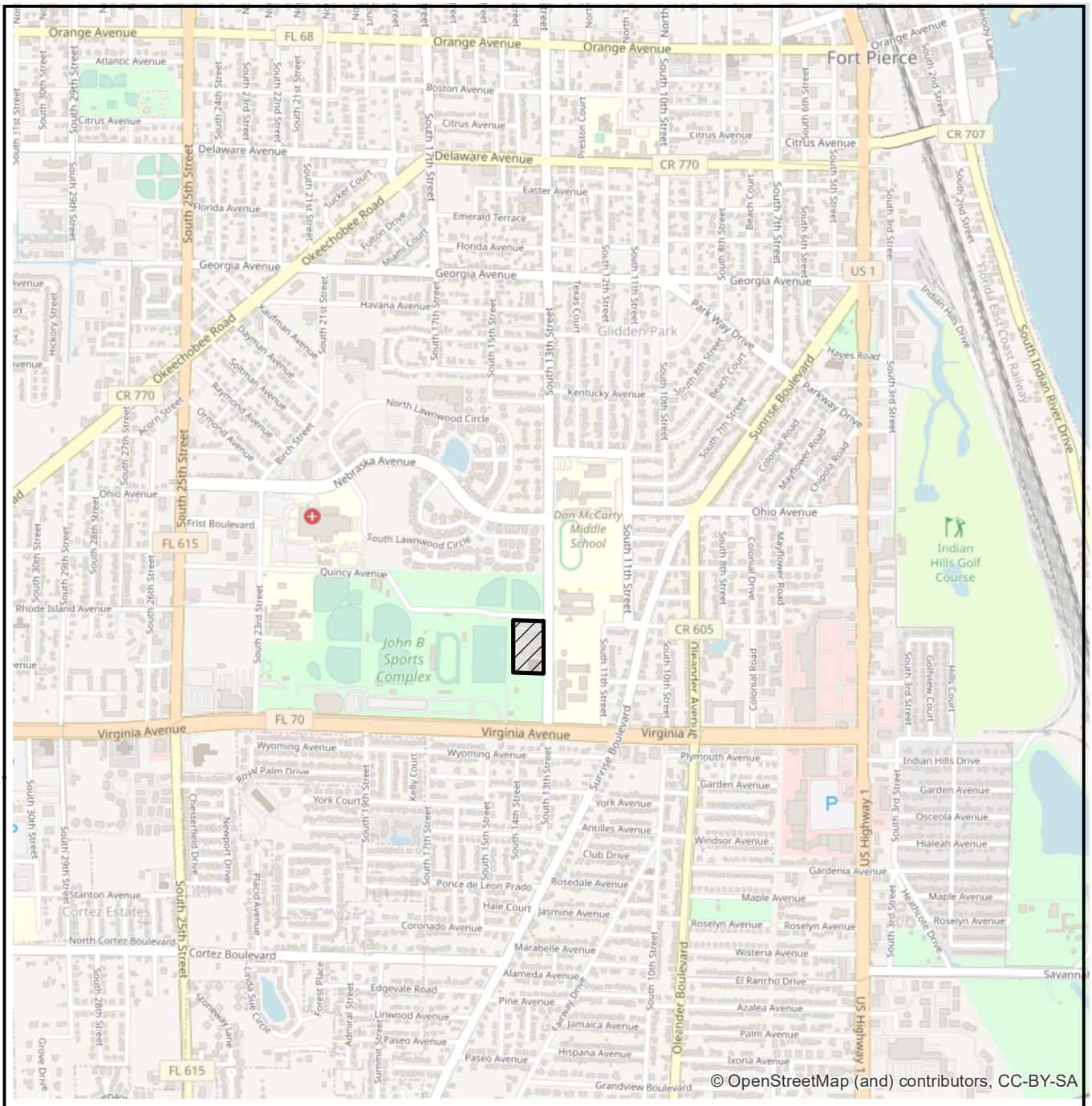
Based on the Florida Land Use, Cover and Forms Classification System (FLUCCS), the study area is classified as #172 – Religious Facilities and includes frequently mowed open areas, paved and unpaved parking, and storm water retention. Figure 4 provides a recent aerial view with nomenclature for this land cover type. The grasses within the unpaved portions of the subject site are mowed and contain a variety of ruderal weeds. All vegetation appears as established and are maintained landscape plantings. Native vegetation within the church property includes live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), slash pine (*Pinus elliottii*), saw palmetto (*Serenoa repens*) and strangler fig (*Ficus aurea*). Invasive non-native vegetation includes Guinea grass (*Megathyrsus maximus*), cocoplum (*Chrysobalanus icaco*), umbrella tree (*Schefflera actinophylla*), bottlebrush (*Callistemon* spp.), queen palm (*Syagrus romanzoffiana*) and other landscape plants.

V. LISTED SPECIES DISCUSSION –

During the field assessment of the property, observations were made to evaluate the presence or potential presence of wildlife. In particular, observations were made for species listed by Florida Fish and Wildlife Conservation Commission (FFWCC) and/or the U.S. Fish and Wildlife Service (USFWS) as endangered or threatened. Pedestrian surveys were conducted throughout the 4.77-acre property as well as the classroom expansion area during the July 2023 site visit. On the basis of these observations, as well as designated consultation areas and critical habitats, the following listed species and potential for occurrence have been evaluated:

Gopher Tortoise (*Gopherus polyphemus*) – State Listed – Threatened

The gopher tortoise is listed as a Threatened Species by the State of Florida, typically occurring in a variety of native and altered upland areas containing sandy soils. Although no intact native upland habitats exist on-site, the sandy soils and ruderal herbaceous weeds provide potential foraging and burrowing habitat for this species. A 100% survey according to Florida Fish and Wildlife Conservation Commission's Gopher Tortoise Permitting Guidelines (revised April 30, 2023) was conducted by a certified gopher tortoise agent within the entire church property during the July 2023 site visit. No potentially occupied burrows or signs of gopher tortoise presence (such as scat or tracks) were observed during this survey.



LEGEND

▨ - SITE (4.8+/- AC)

0 2,000 Feet

N

OPEN ARMS - FORT PIERCE
LOCATION MAP

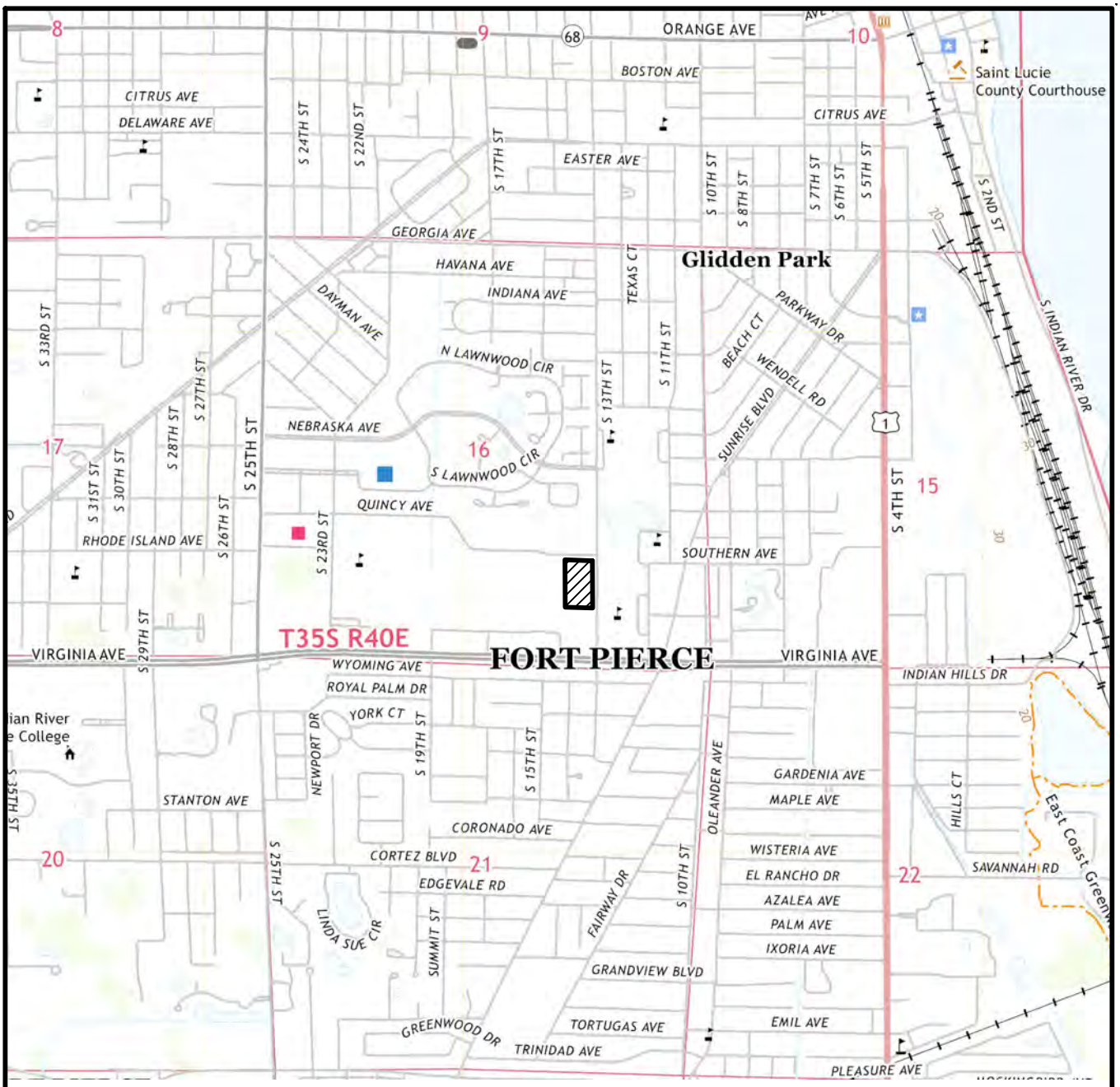
EW CONSULTANTS, INC.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

JULY 2023

FIGURE

1



USGS QUAD MAP "FORT PIERCE", SECTION 16, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST LUCIE COUNTY, FLORIDA LATITUDE 27°25'41.31" LONGITUDE -80°20'15.88"

LEGEND

- SITE (4.8± AC)

0 2000

SCALE IN FEET

OPEN ARMS - FORT PIERCE

QUAD MAP

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772-287-8771 FAX 772-287-2988
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JULY 2023

FIGURE 2

Open Arms Fort Pierce.dwg QUAD



FDOT AERIALS DATED 2023

0 200
SCALE IN FEET

OPEN ARMS - FORT PIERCE

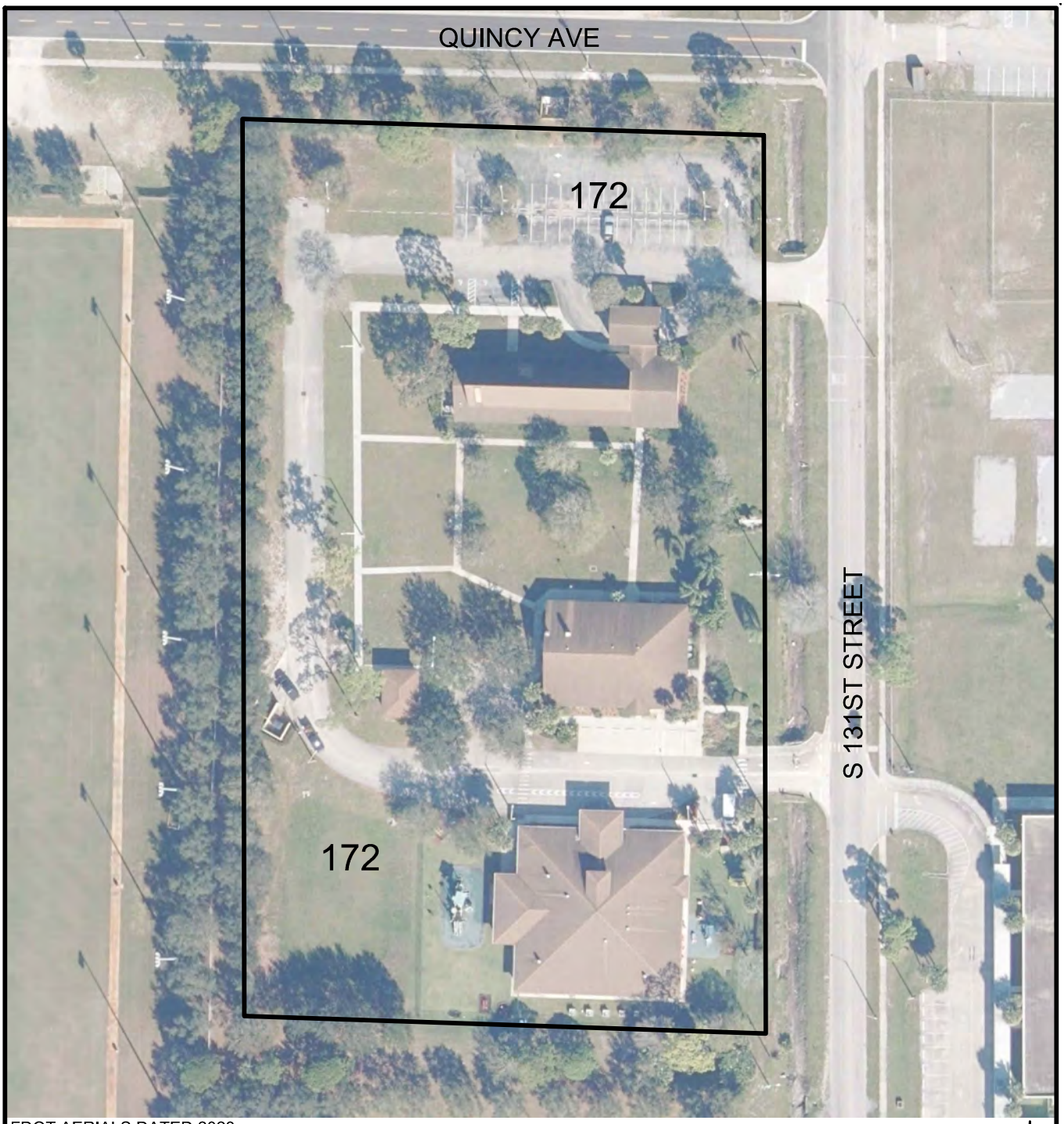
AERIAL

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JULY 2023

FIGURE
3

Open Arms Fort Pierce.dwg AERIAL



FDOT AERIALS DATED 2023

LEGEND
172 - RELIGIOUS FACILITIES (4.8± AC)

0 100
SCALE IN FEET

OPEN ARMS - FORT PIERCE
FLUCCS

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1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
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JULY 2023

FIGURE
4

Open Arms Fort Pierce.dwg FLUCCS

Soil Map—St. Lucie County, Florida
(OPEN ARMS - FORT PIERCE)



Map Scale: 1:1,090 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 15 30 60 90

Feet
0 50 100 200 300

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 16, Sep 2, 2022

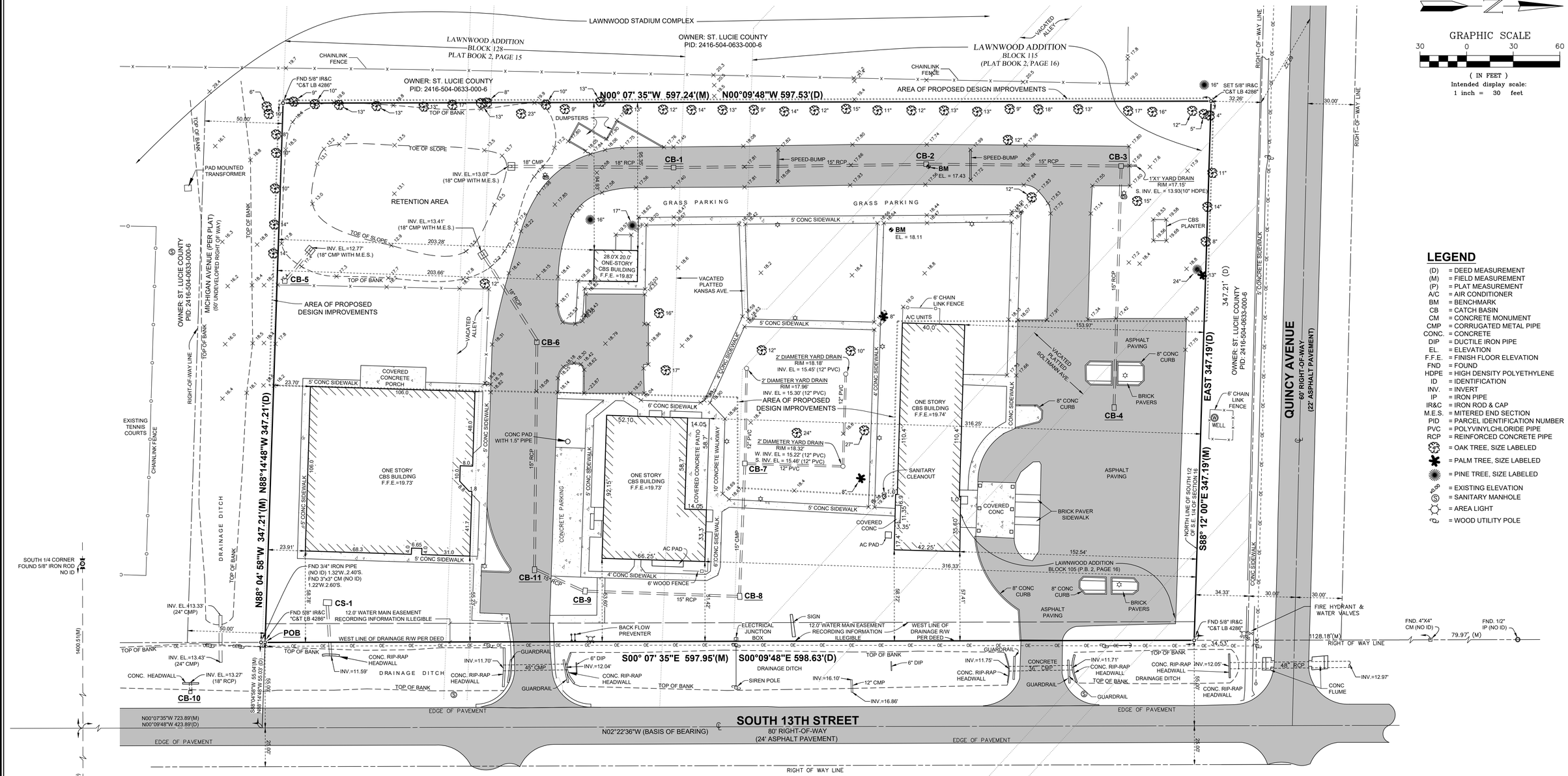
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

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

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Arents, 0 to 5 percent slopes	0.1	3.0%
21	Lawnwood and Myakka sands	0.0	0.6%
56	Winder sand, shell substratum	4.6	96.5%
Totals for Area of Interest		**4.8**	**100.0%**



LEGEND

(D)	= DEED MEASUREMENT
(M)	= FIELD MEASUREMENT
(P)	= PLAT MEASUREMENT
A/C	= AIR CONDITIONER
BM	= BENCHMARK
CB	= CATCH BASIN
CM	= CONCRETE MONUMENT
CMP.	= CORRUGATED METAL PIPE
CONC.	= CONCRETE
DIP	= DUCTILE IRON PIPE
EL.	= ELEVATION
F.F.E.	= FINISH FLOOR ELEVATION
FND	= FOUND
HDPE	= HIGH DENSITY POLYETHYLENE
ID	= IDENTIFICATION
INV.	= INVERT
IP	= IRON PIPE
IR&C	= IRON ROD & CAP
M.E.S.	= MITERED END SECTION
PID	= PARCEL IDENTIFICATION NUMBER
PVC	= POLYVINYLCHLORIDE PIPE
RCP	= REINFORCED CONCRETE PIPE
	= OAK TREE, SIZE LABELED
	= PALM TREE, SIZE LABELED
	= PINE TREE, SIZE LABELED
99.99	= EXISTING ELEVATION
S	= SANITARY MANHOLE
	= AREA LIGHT
	= WOOD UTILITY POLE

DRAINAGE STRUCTURES

CS-1
OUTFALL TOP EL. = 17.15'
E INV. 18" RCP=11.92'
TOP OF WEIR (5" WIDE)=16.88'
BLEEDER TOP (2" WIDE)=15.89'
BLEEDER BOTTOM (5" WIDE) = 11.97'

CB-1
RIM EL. = 17.27'
N. INV. EL. = 13.27' (15" RCP)
S. INV. EL. = 13.32' (18" RCP)

CB-2
RIM EL. = 17.27'
N. INV. EL. = 13.84' (15" RCP)
S. INV. EL. = 13.81' (15" RCP)

CB-3
RIM EL. = 17.40'
N. INV. EL. = 14.00 (15" HDPE)
S. INV. EL. = 14.10 (18" RCP)

CB-4
RIM EL. = 16.79
W. INV. EL. = 14.44 (15" RCP)

CB-5
RIM EL. = 16.80'
NW. INV. EL. = 12.73' (18" CMP)

CB-6
RIM EL. = 17.98
SW. INV. EL. = 14.12' (18" RCP)
E. INV. EL. = 14.10' (15" RCP)

CB-7
RIM EL. = 18.58'
N. INV. EL. = 15.35' (12" HDPE)
E. INV. EL. = 15.48' (15" CMP)
W. INV. EL. = 15.38' (12" HDPE)

CB-8
RIM EL. = 17.99'
W. INV. EL. = 15.07' (15" RCP)
C. INV. EL. = 14.98' (15" RCP)

CB-9
RIM EL. = 17.36'
N. INV. EL. = 14.83' (15" RCP)

CB-10
RIM EL. = 16.16'
W. INV. EL. = 13.44' (18" RCP)
E. INV. EL. = 13.64' (15" RCP)

CB-11
RIM EL. = 17.82'
NE. INV. EL. = 14.57' (15" RCP)
W. INV. EL. = 14.02' (15" CMP)

SURVEYOR'S NOTES

1. The last date of data acquisition was June 22, 2023.
2. This survey was prepared in accordance with the "Standards of Practice", as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5j-17.053, of the Florida Administrative Code.
3. This survey map and/or report or the copies thereof are not valid without the original signature and the seal or digital signature of a Florida licensed surveyor and mapper.
4. 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.
5. The bearings shown hereon are based on grid north, and are referenced to the Florida state plane coordinate system, east zone, North American Datum of 1983 (Adjustment of 2011). The basis of bearing for this survey is the centerline of South 13th Street, having a bearing of North 02°22'36" West.
6. Elevations shown hereon are referenced to the North American Vertical Datum of 1988, as established by St. Lucie County benchmark VIR 215, having a published elevation of 17.717 feet.
7. The features shown hereon are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, 2007 adjustment, as established using FPRN
8. All distances shown hereon are in U.S. Survey Feet.
9. This survey does not have the benefit of a current title commitment, opinion, or abstract. During the course of the survey some searches of the public records were made, but these searches were not exhaustive and should not be considered a substitute for a proper title commitment, opinion, or abstract obtained from a title agency or other title professional.
10. This survey delineates the boundary location according to the legal description, but does not determine ownership or property rights.
11. Underground improvements, if any, were not located except as shown.
12. Interior improvements, if any were not located except as shown.
13. Symbols shown hereon are not to scale.
14. Drainage pipe sizes and connections between structures have been compiled from various maps and field observations with limited visibility. These connections are believed to be accurate, however cannot be relied upon therefore is not certified by this survey. Invert elevations may vary when pipe opening is recessed.
15. The trees shown hereon were not prepared with the benefit of an arborist. Tree specimen nomenclature is generally common (oak, palm, pine, etc.). Consult with an arborist for further classification.
16. The features shown hereon were acquired using RTK GPS and Trigonometric methods and were verified through a redundancy of measurements for accuracy.
17. The purpose of this survey is to map existing topographic features and elevations within the area of proposed design improvements.
18. The legal description of the land contained in this boundary survey is based upon a historical boundary prepared by this firm and was originally provided by the client or client's representative.

LEGAL DESCRIPTION

FROM THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 35 SOUTH OF RANGE 40 EAST, RUN NORTH 88°14'48" WEST ALONG THE SOUTH LINE OF SAID SECTION 16, 1378.2 FEET TO THE CENTERLINE OF SOUTH 13TH STREET, AS SHOWN ON THE PLAT OF SUNRISE ESTATES SUBDIVISION, ON FILE IN PLAT BOOK 8, PAGE 75 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00°09'48" WEST, ALONG THE CENTERLINE OF SOUTH 13TH STREET, 723.89 FEET; THENCE NORTH 88°14'48" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 16, 55.03 FEET TO THE WEST LINE OF DRAINAGE CANAL RIGHT-OF-WAY AND THE POINT OF BEGINNING; THENCE CONTINUE, ALONG THE LAST MENTIONED COURSE, 347.21 FEET; THENCE NORTH 00°09'48" WEST, PARALLEL TO THE CENTERLINE OF THE AFORESAID SOUTH 13TH STREET, 597.53 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 16; THENCE ALONG SAID NORTH LINE, RUN EAST 347.21 FEET TO THE WEST LINE OF CANAL RIGHT-OF-WAY, WHICH POINT IS 55 FEET WEST OF THE CENTERLINE OF SOUTH 13TH STREET; THENCE SOUTH 00°09'48" EAST, ALONG SAID DRAINAGE CANAL RIGHT-OF-WAY 598.63 FEET TO THE POINT OF BEGINNING.

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
(SEE PLOT STAMP)	

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE

	BY	DATE
FIELD	SG	6-22-2023
CALCS.	JJ	
DRAWN	JHY	
DETAILED		
CHECKED	JJ	
APPROVED	TPK	

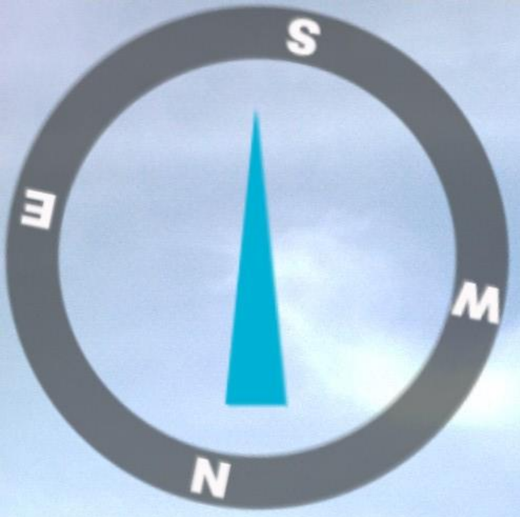
BOUNDARY, TOPOGRAPHIC & TREE SURVEY

PREPARED FOR

TRINITY LUTHERAN CHURCH

DATE:	
HORIZ. SCALE: 1"=30'	
VERT. SCALE: NONE	
JOB No.	22-214
SHEET	1 of 1

P:\Proj-2022\22-214 Trinity – Classroom Building\Survey\22-214 Boundary Topo Tree Survey.dwg Plotted: 7/7/2023 12:06 PM By: JOHN YANCY



Aug 31, 2023 10:06:07 AM
168° S
12381 Silverwood
Index number: 120

Aug 31, 2023 10:06:10 AM
145° SE
12381 Silverwood
Index number: 121

Aug 31, 2023 10:06:14 AM
108° E
12381 Silverwood
Index number: 122

Aug 31, 2023 10:06:16 AM
77° E
12381 Silverwood
Index number: 123

Aug 31, 2023 10:06:18 AM
31° NE
12381 Silverwood
Index number: 124

Aug 31, 2023 10:06:21 AM
341° N
12381 Silverwood
Index number: 125

Aug.31, 2023 10:06:25 AM
267° W
12381 Silverwood
Index number: 126


N
E
S
W
Aug 31, 2023 10:07:29 AM
10° N
12381 Silverwood
Index number: 127


Aug 31, 2023 10:07:32 AM
283° W
12381 Silverwood
Index number: 128


S
W
E
N
10
WASTE PRO
772-595-9390
Jeep
Aug 31, 2023 10:07:36 AM
219° SW
12381 Silverwood
Index number: 129


S
E
W
N
Aug 31, 2023 10:07:40 AM
168° S
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Index number: 130


N
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S
W
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121° SE
12381 Silverwood
Index number: 131

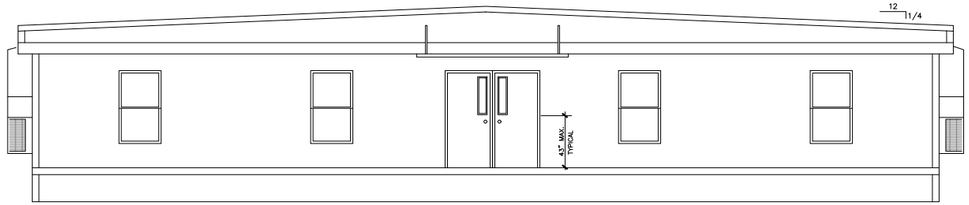
Aug 31, 2023 10:07:59 AM
156° SE
12381 Silverwood
Index number: 132


N
E
S
W
TRINITY
Aug 31, 2023 10:08:44 AM
86° E
12381 Silverwood
Index number: 133


N
W
E
S
Aug 31, 2023 10:08:48 AM
341° N
12381 Silverwood
Index number: 134


W
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N
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268° W
12381 Silverwood
Index number: 135


S
W
E
N
Aug 31, 2023 10:08:55 AM
208° SW
12381 Silverwood
Index number: 136



FRONT ELEVATION

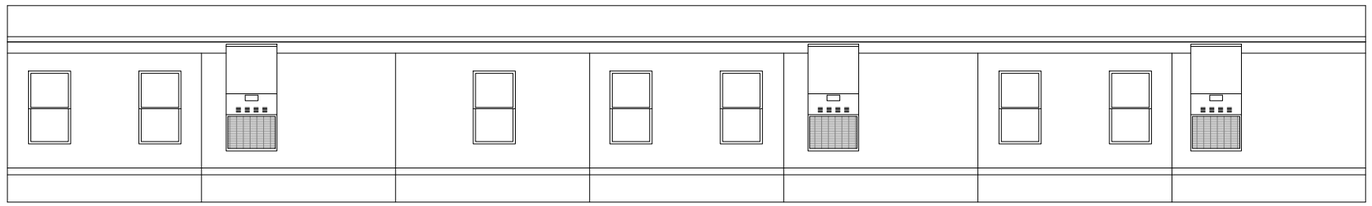
ELEVATION NOTES: TYPICAL

SEE-CROSS SECTION FOR METHOD OF ROOF VENTILATION

ACCESSIBLE RAMP(S), STAIR(S), AND HANDRAILS ARE SITE INSTALLED, DESIGNED BY OTHERS, AND SUBJECT TO LOCAL JURISDICTION.

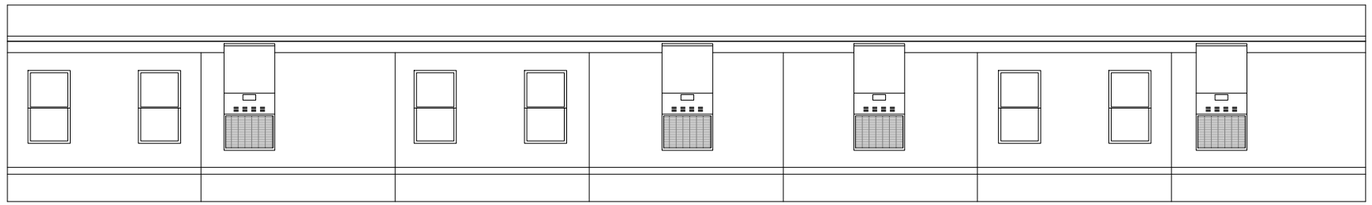
FOUNDATION ENCLOSURE (WHEN PROVIDED) MUST HAVE 1 SQUARE FOOT NET VENT AREA PER 1/150TH OF THE FLOOR AREA, AND AN 18" X 24" MINIMUM CRAWL SPACE ACCESS, SITE INSTALLED BY OTHERS SUBJECT TO LOCAL JURISDICTION.

ELEVATIONS SHOWN ON THIS PAGE REPRESENT BASIC COMPONENTS & ARE NOT INTENEDED TO BE ALL INCLUSIVE NOR DO THESE ELEVATIONS DETAIL EVERY CODE REQUIRED ASPECT OF THIS BLDG.. SITE BUILT STOOPS, STEPS, DECKS, PORCHES, HANDRAILS AND/OR SIMILAR ITEMS MUST BE PROVIDED BY OTHERS ON SITE FOR COMPLIANCE WITH APPLICABLE CODES. COMPLIANCE WITH ALL APPLICABLE CODES PER LOCAL AUTHORITY HAVING JURISDICTION, WHETHER DETAILED IN THIS SET OR NOT, MUST BE MET

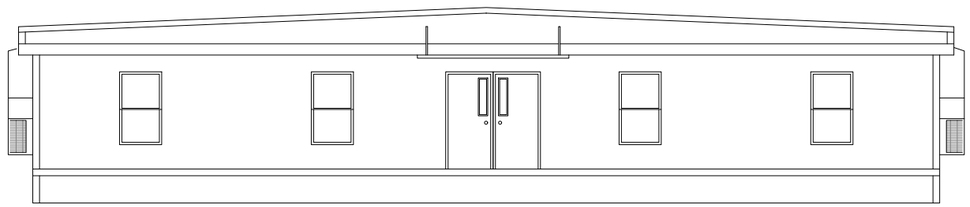


LEFT ELEVATION

OVERHANG:
ENDWALLS: 12"
SIDEWALLS: 1.5"



RIGHT ELEVATION



REAR ELEVATION

Missing or invalid reference
File: \Users\HP\Documents\MFER.pdf
Sheet: 1

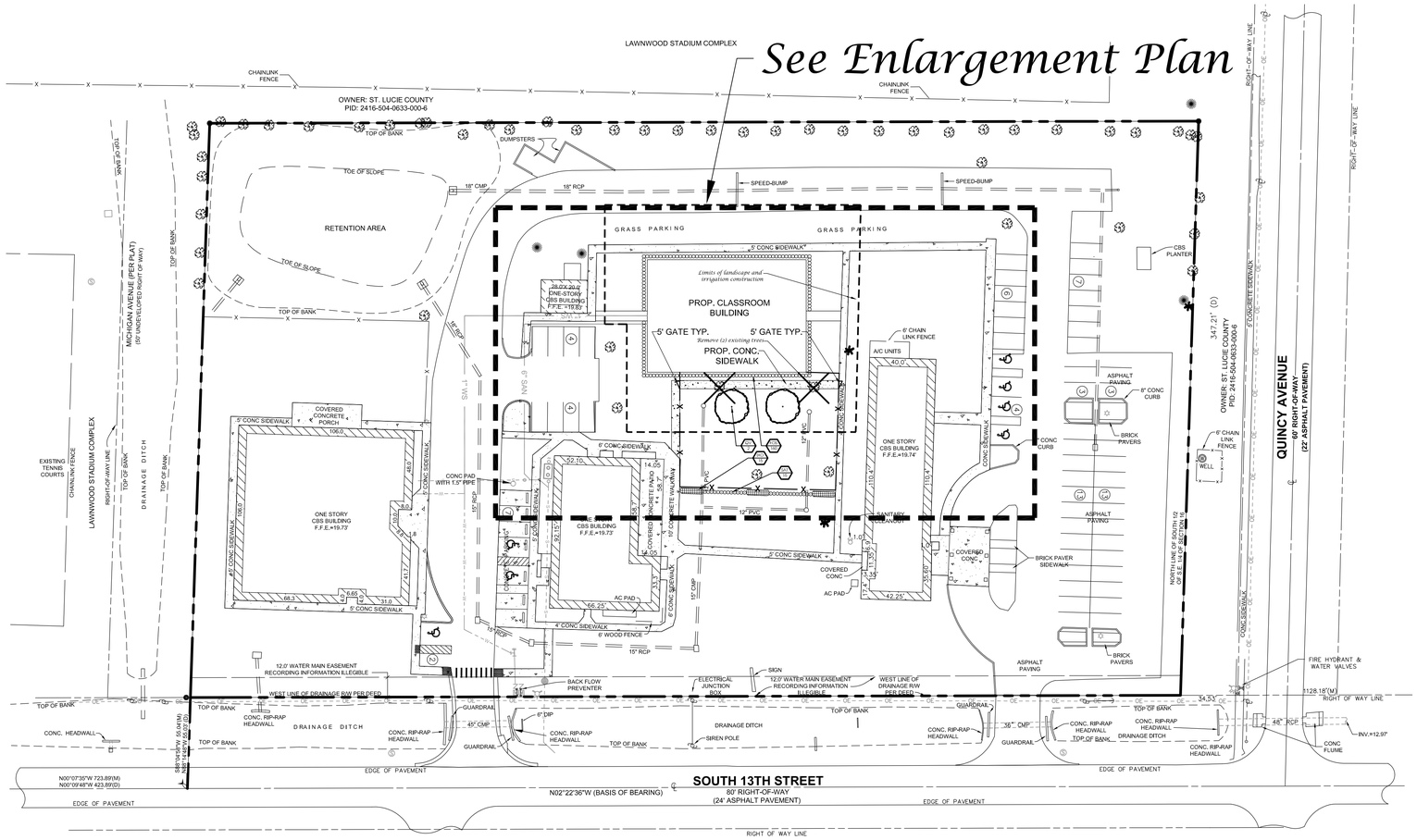
CONSULTING ENGINEER	KENNETH EARL DUNMON — 195 TOMMY HOOKS RD. — AMERICUS, GEORGIA 31709 — 229-942-2020

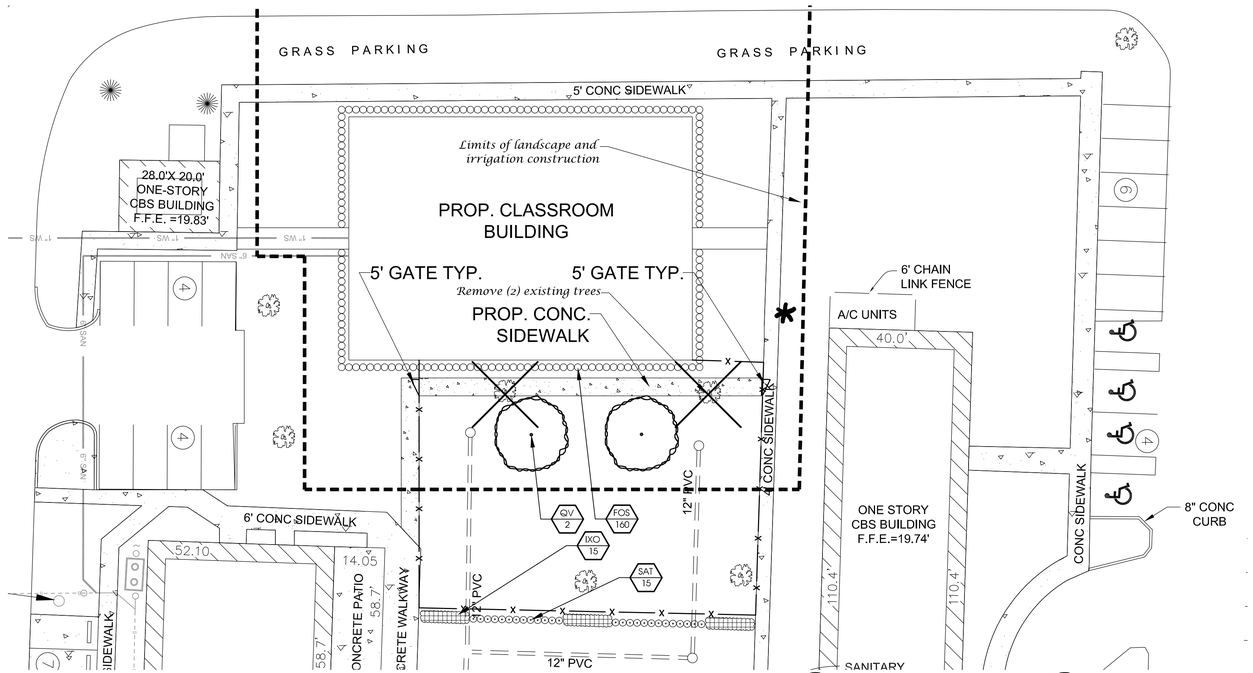
APOLLO MODULAR SYSTEMS, INC.
2162 INDUSTRIAL BLVD.
DOUGLAS, GA 31533 (912) 632-3344

DATE: 8-15-23		
SCALE: NO SCALE		
CODES: SEE NOTES		
STATES: FL.	REVISIONS:	BY:
REFERENCE: 8364		W.E.W.
AMS 8364 A-G 95'-8" x 68'-0" PRIVATE EDUCATION		SHEET
ELEVATIONS	DESTINATION: FORT PIERCE	3 OF 4

North
Scale: 1" = 40'
0 20' 40' 80'

See Enlargement Plan





Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS
CANOPY / ORNAMENTAL TREES						
2	QV*	QUERCUS VIRGINIANA	LIVE OAK	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.
SHRUBS / GROUNDCOVERS						
160	FOS*	FORESTIERA SEGREGATA	FLORIDA PRIVET	#3, 2' x 2'	2' O.C.	FULL & THICK
15	IXO	IXORA 'NORA GRANT'	PINK IXORA	#3, 2' x 2'	3' O.C.	FULL & THICK
15	SAT	SCHEFFLERA ARBORICOLA 'TRINETTE'	SCHEFFLERA TRINETTE	#3, 2' x 2'	3' O.C.	FULL & THICK
	SOD-1	PASPALUM NOTATUM	BAHIA SOD			SEE SPECS

* = Florida Native

NOTE: D.B.H. IS MEASURED 4.5' ABOVE GRADE

General Notes

1. No plant substitutions can be made without the City of Fort Pierce's approval.
2. All required landscape improvements must be inspected and approved by the City prior to the issuance of a Certificate of Occupancy.
3. Any existing landscaping, sod, or irrigation damaged or destroyed during the construction shall be replaced prior to the final inspection.
4. All prohibited, exotic and invasive species shall be removed from the entire site prior to issuance of certificate of occupancy.
5. Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Hydrants. All fire hydrants and fire check valves shall have a minimum of 7.5' from the front and sides with 4' from the rear to all landscape material per the Florida Fire Prevention Code.

Landscape Plan

North
Scale: 1" = 20'
0 10' 20' 40'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

Trinity Church Classroom Expansion

South 13th Street
City of Fort Pierce, Florida

City Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number:
LA 0001635

Job No.	23-0704
Drawn By	JWS
Submittal Dates	8-3-2023
	1-17-2024
Revision Dates	
City Comments #1	1-17-2024

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-1 of 2

Landscape Specifications

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Undersizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Enviromulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade, No filling will be permitted around trunks or stems, Mulch to be kept a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and elliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chafing guards, with wooden stake anchors immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a ratio of approximately 3:0:2 or 3:0:3 (e.g. one labeled 12-0-8). Similar analysis such as 16-0-8 (4:0:2) can also be used. Fertilizers that are slow release, controlled release, sulphur coated or with nitrogen as IBDU or ureaformaldehyde have extended release period. Thirty to fifty percent of the nitrogen should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs. per palm.

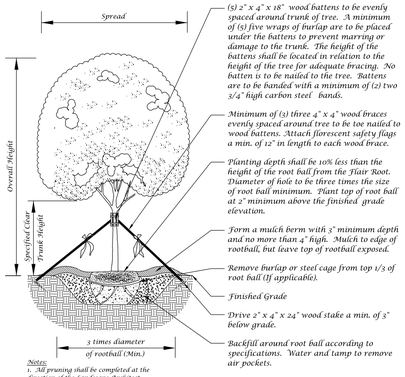
Agriform 20-0-5 twenty-one gram planting tablets may be substituted for granular fertilizer. If utilized, the following rates shall be utilized: Position plant in hole. Backfill halfway up the rootball. Place tablet(s) beside rootball about 1" from root tips. Do not place tablet(s) in bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & B&B Trees 2 per 1" caliper

11. All planting areas and sod to be irrigated to provide 100% coverage. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by City and project is released by the General Contractor to Client.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrom secundatus Floritam (unless otherwise noted), machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
15. Maintain positive drainage, no planting is to block drainage.
16. Drainage Testing
    Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
    A) Dig each planting pit to the minimum specified size.
    B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
    C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
    D) Discard all material removed from the drainage channel.
    E) When backfilling the planting pit, add course gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

NOTES:
1. Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate, the soil specification in item #8 above shall be revised for site conditions, Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
2. All fertilizers shall meet the City of Fort Pierce's fertilizer ordinance.

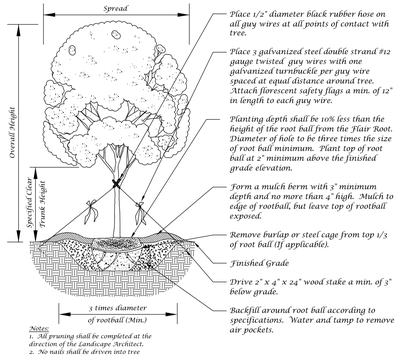
Landscape Details



Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. No nails shall be driven into tree

Large Tree Planting Detail (5" Caliper or Greater)

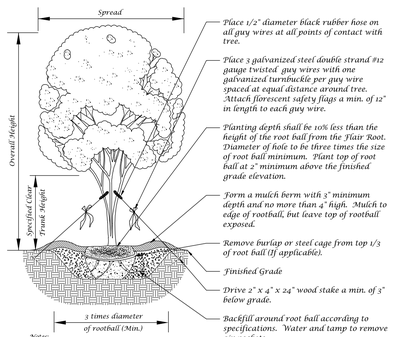
Not to Scale



Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. No nails shall be driven into tree

Tree Planting Detail

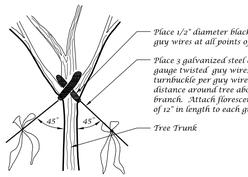
Not to Scale



Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. No nails shall be driven into tree

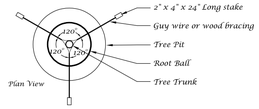
Multi-Trunk Tree Planting Detail

Not to Scale



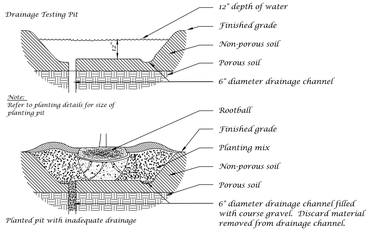
Guy Wire Attachment Detail

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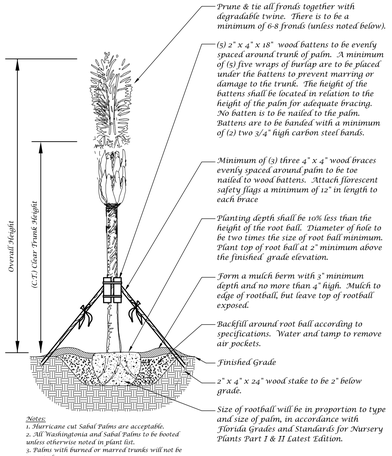
Staking Detail

Not to Scale



Drainage Testing Detail

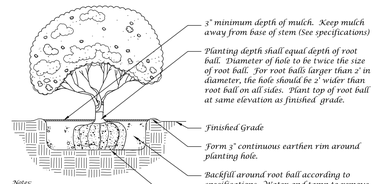
Not to Scale



Notes:
1. Hurricane cut Sabal Palms are acceptable.
2. All Washingtonia and Sabal Palms to be booted unless otherwise noted in plant list.
3. Palms with burned or marred trunks will not be accepted.

Palm Planting Detail

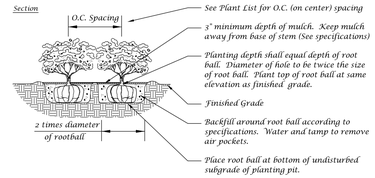
Not to Scale



Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. Remove any container from around rootball.
3. Plant as hedge row with O.C. (on center) spacing as specified in plant list, or with triangular spacing as a mass.

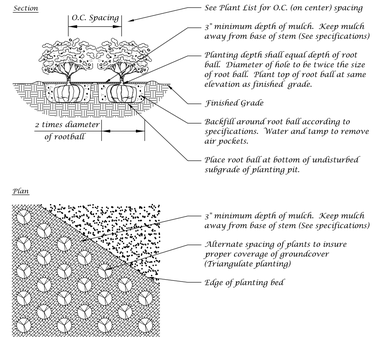
Shrub Detail

Not to Scale



Ground Cover Detail

Not to Scale



Ground Cover Detail

Not to Scale

Landscape Plan

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

Trinity Church Classroom Expansion

South 13th Street
City of Fort Pierce, Florida

City Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number:
LA 0001635

Job No.	23-0704
Drawn By	JWS
Submittal Dates	8-3-2023
	1-17-2024
Revision Dates	
City Comments #1	1-17-2024

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CITY OF FORT PIERCE

PLANNING BOARD

January 8th , 2024

Trinity Lutheran Church of Fort Pierce (Major Amendment)
2011 S. 13th Street

APPLICANT

Culpepper & Terpening, Inc.

PROPERTY OWNER(S)

Trinity Lutheran Church of Fort Pierce

PARCEL ID #(S):

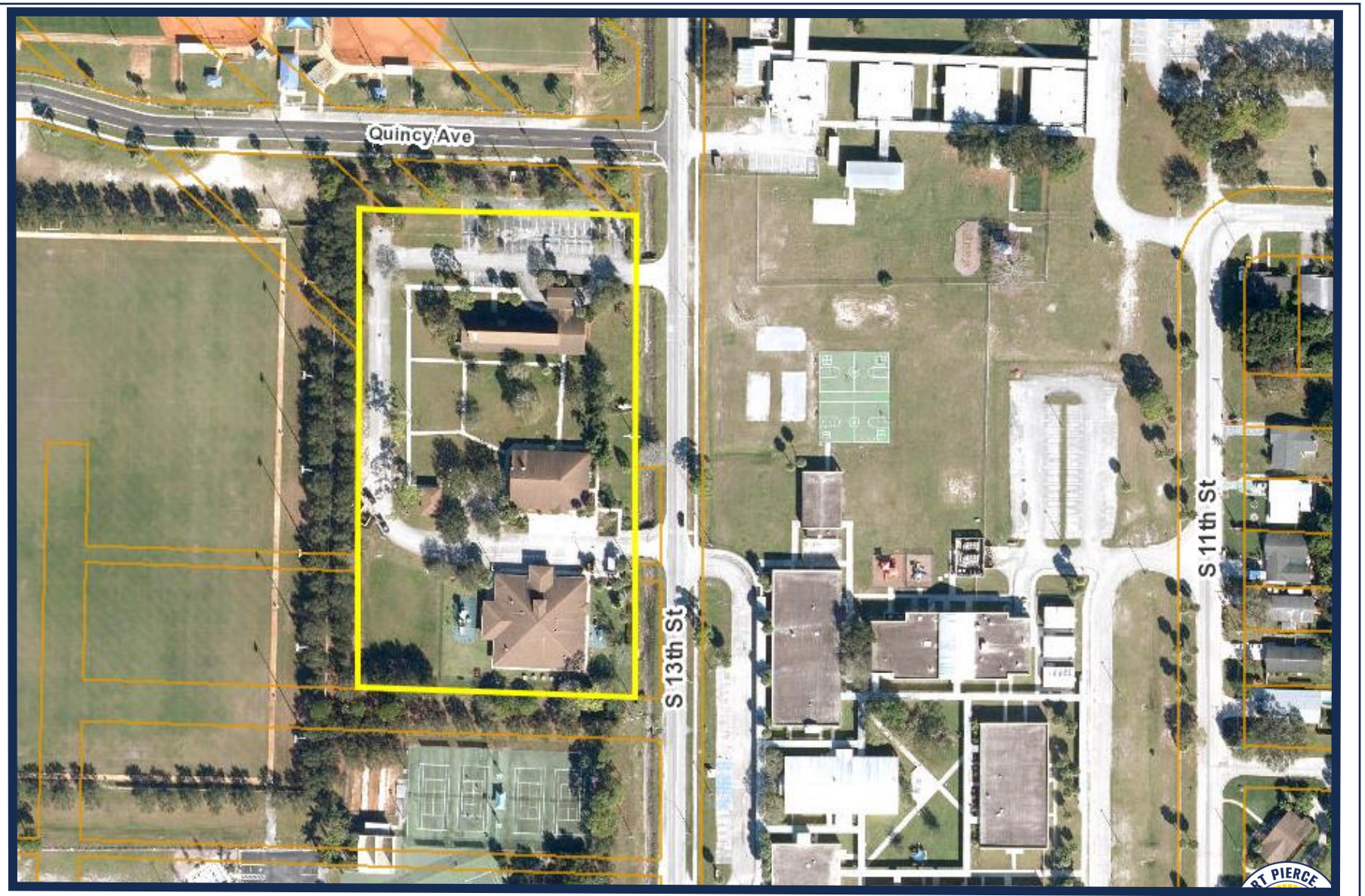
2416-504-0750-000-2

SUMMARY/BACKGROUND

Request for review of an application for a Major Amendment to add a 6,530 sq. ft. classroom building to be used in association with religious education and day care programs offered by the Church.

The proposed building addition, a prefabricated modular structure, will be located along the western side of the existing developed area of the property. The proposed use will require minor modifications to the existing parking lot and site stormwater systems.

SITE LOCATION



SITE AREA= 4.77+/- Acres

Trinity Lutheran Church (Major Amendment)

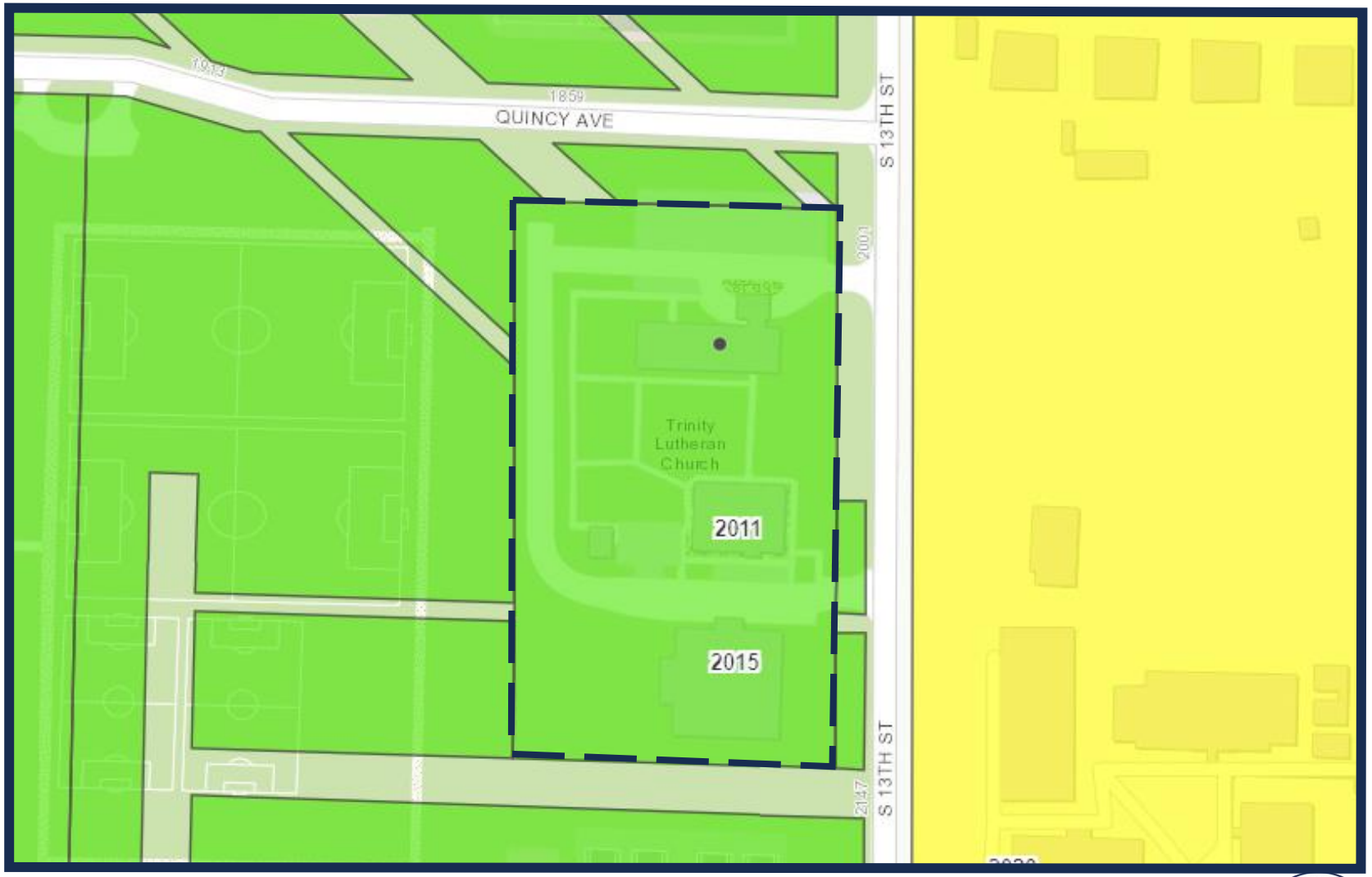
EXISTING FUTURE LAND USE

Current FLU: INST
Institutional

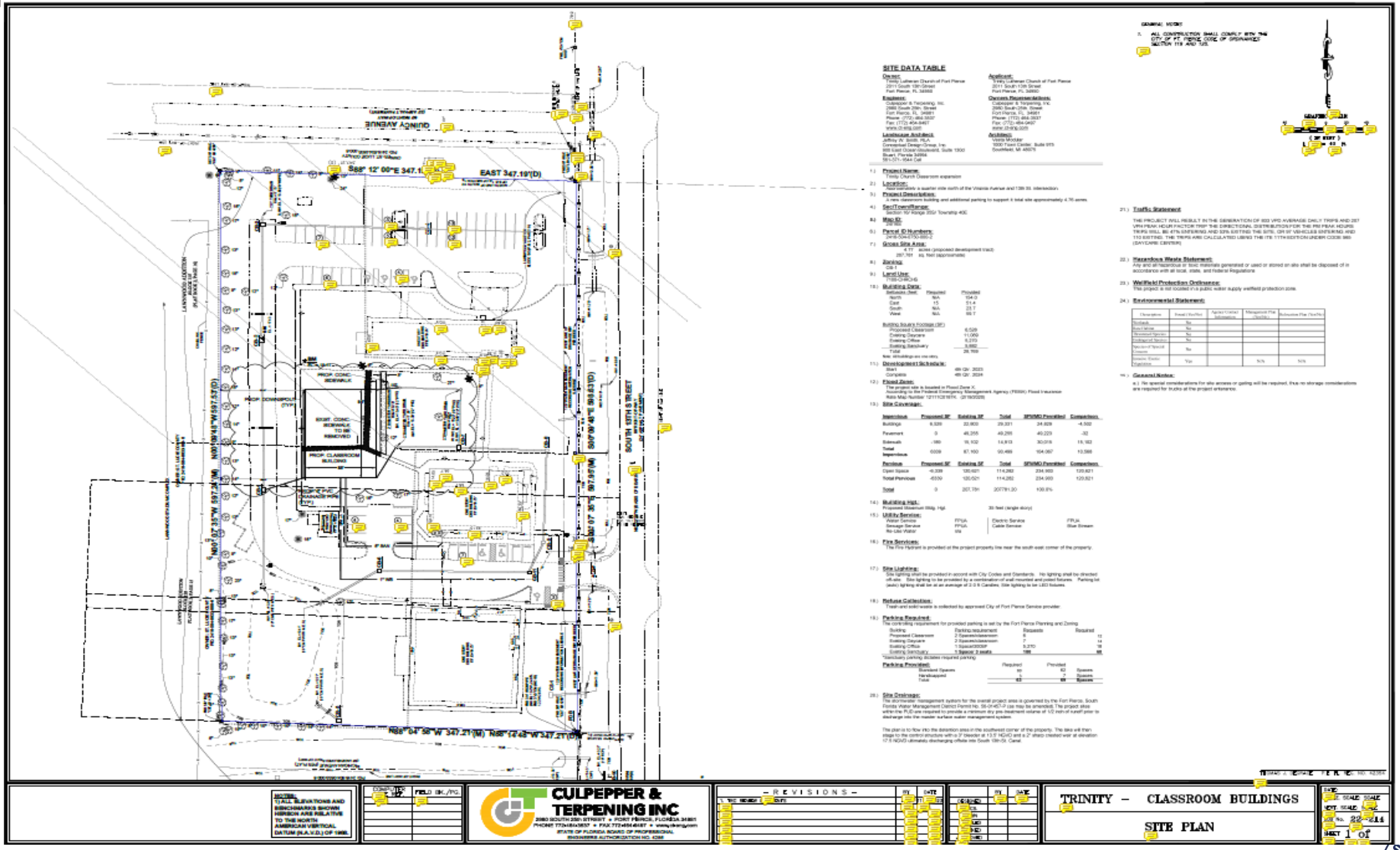


EXISTING ZONING

Currently Zoned: OS-1
General Recreational Open Space

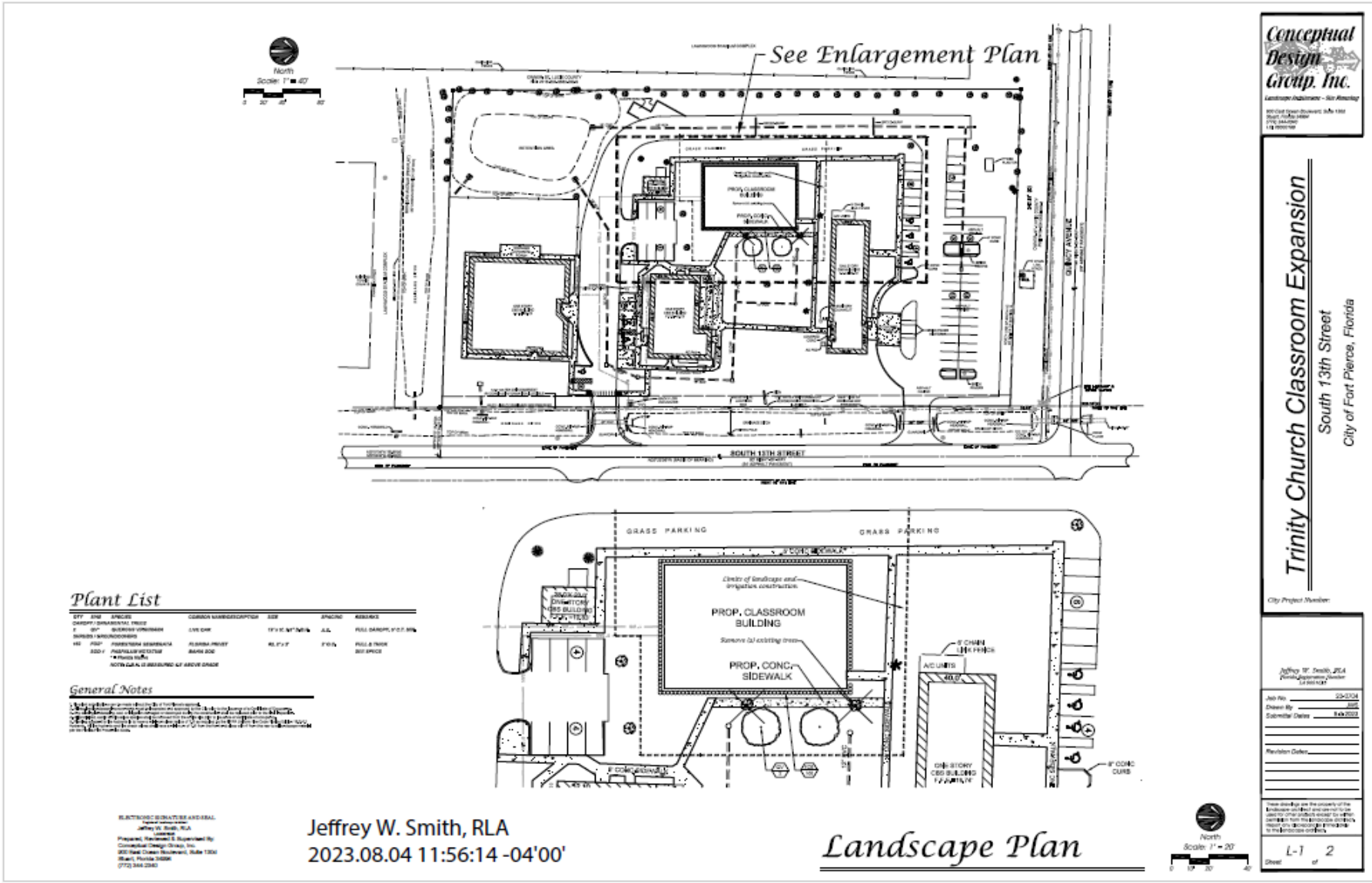


SITE PLAN



Trinity Lutheran Church (Major Amendment)

LANDSCAPE PLAN 1 of 2

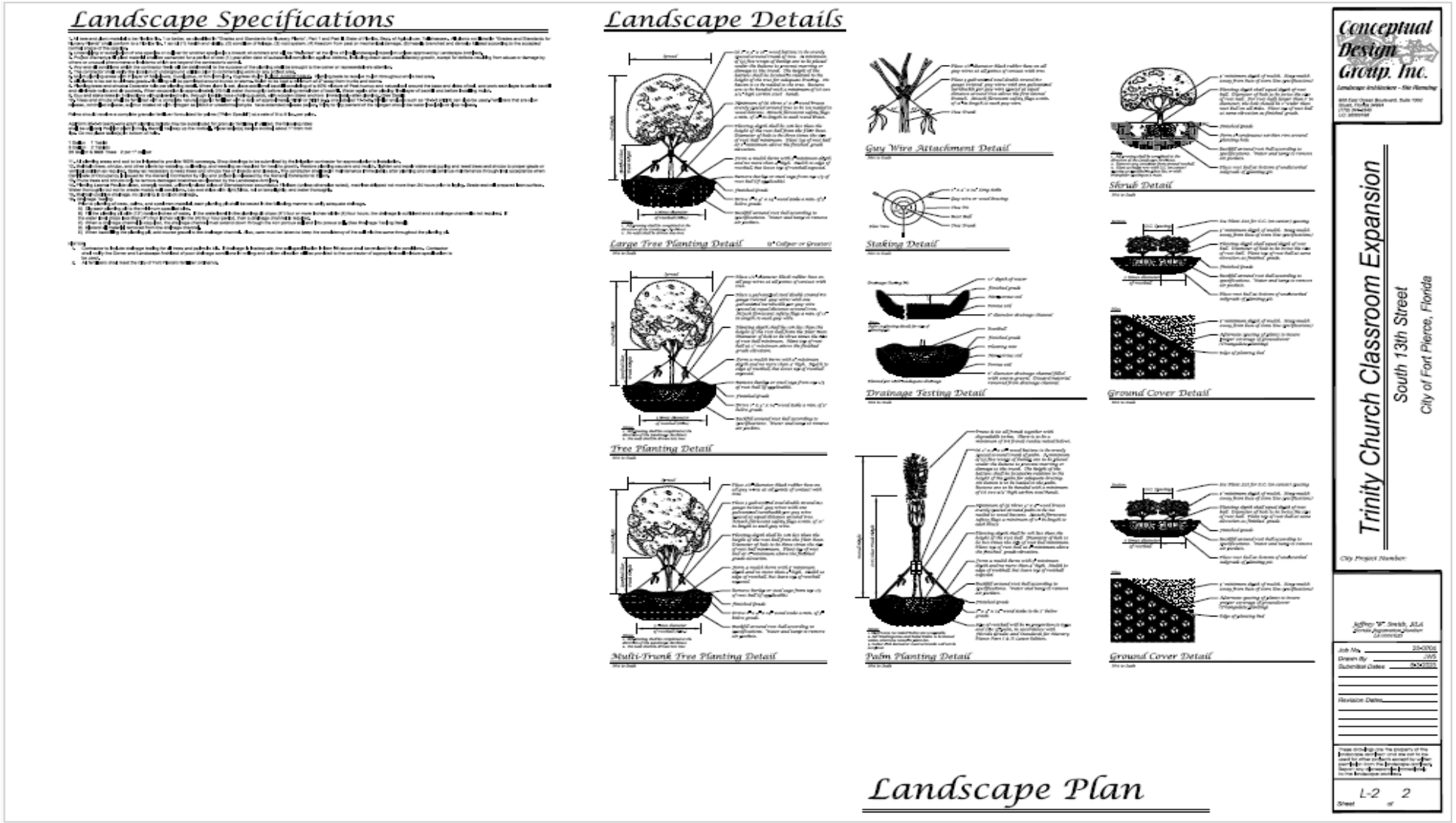


Trinity Lutheran Church (Major Amendment)

LANDSCAPE PLAN 2 of 2

Plant List

- 2 Live Oaks
- 160 Florida Privet



Trinity Lutheran Church (Major Amendment)

DESIGN REVIEW

3.0 Wall Section
- Standard house wrap installed over exterior walls sheathing with LP smart siding
- False mansard of same siding material
- Matching skirting material with standard vents

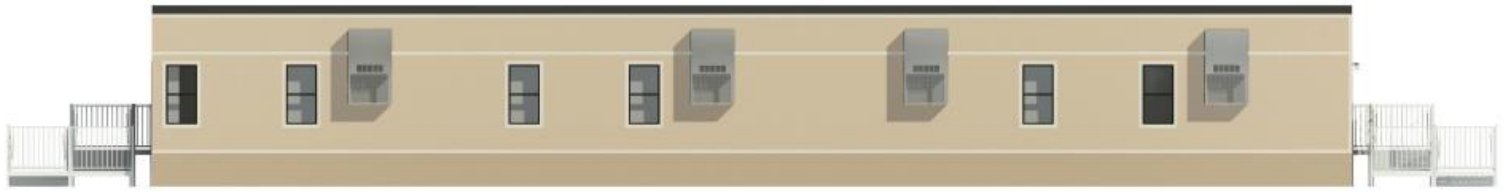
4.0 Roof/Ceiling Section
- Transverse truss (Engineered truss), (UT14w) at 16" O.C.
- Roof sheathing to be 7/16"x4x8
- Roof covering to be 45 mil white EPDM.

5.0 Windows Section
- (21) each, 36x60 VS windows, tinted and insulated, vinyl frame, rated as necessary

6.0 Exterior Doors Section
- (2) each, 72" x 80" Steel/steel exterior doors with 6" x 30" VB. Not impact rated
- Standard closure, panic hardware and removable center tee astragal ST/ST. Both doors are active with mechanically fastened (removable) center tee astragal



REAR ELEV.



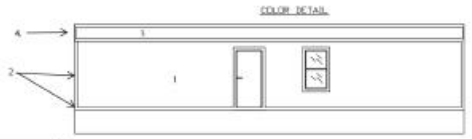
HITCH ELEV.



FRONT ELEV.



BACK ELEV.



DESCRIPTION	COLOR SELECTION
1. Building Body	D2B79B - Warm Carmel
2. Building Trim	E3D9C8 - Antique Beige
3. Mansard Body	
4. Skirting	B99E80 - Dapper Tan

VESTA MODULAR
1000 Town Center, Suite 975
Southfield, MI 48075

THE INFORMATION CONTAINED HEREIN IS PROPRIETARY TO VESTA HOUSING SOLUTIONS, INC DBA VESTA MODULAR, LLC. AND MAY NOT BE SHARED WITH ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF VESTA HOUSING SOLUTIONS, INC DBA VESTA MODULAR, LLC.

N W E S
FOR REFERENCE ONLY

98'x 68' CLASSROOM BUILDING
COLOR ELEVATIONS

DRAWING DATE: 07/20/23
REVISION #/DATE: 1. 2. 3.
DRAWING NUMBER: 1
DRAWN BY: ERC

Trinity Lutheran Church (Major Amendment)

RECOMMENDATION

Staff recommendation is for the Planning Board to move the proposed application type for approval to City Commission with 1 condition:

1. Applicant will submit updated drainage plan after City Commission approval

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with additional conditions
2. Recommend Disapproval.

CITY OF FORT PIERCE

PLANNING BOARD

January 8th , 2024

Trinity Lutheran Church of Fort Pierce (Major Amendment)
2011 S. 13th Street

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 11.16.23
Property Address: Major Amendment to Site Plan - Trinity Lutheran Church of Fort Pierce - 2011 S. 13th Street

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 the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 7th Edition.

☑ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☑ 6. Must meet the following Accessibility requirements:

- ☑ Accessible route
- ☑ Handicapped parking spaces
- ☑ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and elements will comply with the Florida Building Code requirements.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☑ 12. Shall meet the Fire Prevention Code:

- ☑ Sprinkler system is required.
- ☑ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Code Cycle Change 12-31-23

Building Official's or Representative's Signature _____ Date: 12/9/23

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Planning Department

From: Venetia Barnes, Stormwater Engineer

Thru: Tracy Telle, Assistant City Engineer

Re : Site Plan – Trinity Lutheran Church of Fort Pierce – 2011 S. 13th Street – TRC 23-41100001

Date : November 8, 2023

This is to advise you that we have completed the review of the following documents as received by this office on November 2, 2023:

☒ Site Plan
☐ Construction Drawings
☐ Test Reports & Related Documents
☐ Executed Construction Contract
☐ Record Drawings
☐ Permits

Based on our reviews and appropriate site final inspection, we

☐ Recommend
☒ Do Not Recommend

☐ Variance Approval
☒ Site Plan 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. The project narrative states that the proposed building addition will require minor modifications to the existing parking lot and site stormwater systems. However, the submitted site plan does not show the modifications.

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THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Planning Department

From: Venetia Barnes, Stormwater Engineer

Thru: Tracy Telle, Assistant City Engineer

Re : Site Plan – Trinity Lutheran Church of Fort Pierce – 2011 S. 13th Street – TRC 23-41100001

Date : November 30, 2023

This is to advise you that we have completed the review of the following documents as received by this office on November 16, 2023:

☒ Site Plan
☐ Construction Drawings
☐ Test Reports & Related Documents
☐ Executed Construction Contract
☐ Record Drawings
☐ Permits

Based on our reviews and appropriate site final inspection, we

☒ Recommend
☐ Do Not Recommend

☐ Variance Approval
☒ Site Plan 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

ADVISORY COMMENTS:

1. The drainage plan was reviewed conceptually and will be reviewed in depth at the time of DPCR application.

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THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

November 16, 2023

Case #: 23-41100001

Planner: City of Ft. Pierce Planning Department

Major Amendment to Site Plan

Trinity Lutheran Church, 2011 South 13th Street, Fort Pierce, FL

Comments:

Please ensure the illumination and photometric standards for this project meet or exceed the standards set forth by city code.

No other 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: # 23-41100001

Major Amendment to Site Plan - Trinity Lutheran Church of Fort Pierce - 2011 S. 13th Street

Comments

FPUA W/WW Engineering: Applicant to submit utility plans to FPUA water/wastewater engineering department for review.

FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved/Comments. Please include the electrical riser diagram and panel schedule with your building plans**

Please contact Sal Scimeca for electric customer requirements and project coordination.

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

FPUA Gas: Approved.

FPUAnet Fiber: FPUAnet **Approves;** Fiber Internet Service **– Is Available,** if client would like **Fiber Internet Service** from FPUAnet Communications. Please contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements if service is desired.

Developer Letter.pdf

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

Dear Developer,

I am writing to you today on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet service provider. I am reaching out to you to discuss the benefits of choosing FPUAnet for your next development project.

FPUAnet offers a number of advantages over traditional internet providers, including:

- **Scalable to meet growing demands:** FPUAnet's fiber optic network is designed to scale to meet the growing demands of Fort Pierce. This means that you can be confident that your internet connection will be able to handle even the most demanding applications and devices.
- **Gigabit internet throughout the entire service area:** FPUAnet offers gigabit internet speeds throughout its entire service area. This means that you can get the fastest possible internet speeds, no matter where you live in Fort Pierce.
- **High-quality internet to rural and low-income areas:** FPUAnet is committed to providing high-quality internet access to all residents of Fort Pierce, including those in rural and low-income areas. This is important for ensuring that everyone has the opportunity to participate in the digital economy.
- **Faster and more affordable than privately owned ISPs:** FPUAnet's prices are competitive with other internet providers, and in many cases, they are even more affordable. This is because FPUAnet does not have to make a profit, so it can pass on the savings to its customers.

In addition to these advantages, FPUAnet is also committed to providing excellent customer service. Our team of experts is available 24/7 to help you with any questions or problems you may have.

I would be happy to discuss your specific needs in more detail. Please do not hesitate to contact me at peters@fpua.com or 772-466-1600 ext.3311.

Thank you for your time and consideration. I look forward to hearing from you soon.
Sincerely,

Eric Peters
On behalf of FPUAnet

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: Trinity Lutheran Church of Fort Pierce – 2011 S. 13th Street

REVIEW DATE: 11/14/2023

PLANNER: KERRY DRIVER

REVIEWED BY: Captain Andres Elizondo

Site Plan Approved with conditions: _____

Site Plan Requires Re-submittal: ___X____

Site Plan Rejected: _____

The Following Conditions/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 provide an electronic revised copy of the site plan (pdf format).**
4. **Please provide written acknowledgement of the conditions/revisions provided.**
5. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**
6. **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**

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).

7. **Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.**

8. **The Fire District reserves the right for future comments at the site plan & building construction phase.**

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. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.**

11. **Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft.**

12. **Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.**

13. **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.**

14. **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.**

15. **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".**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

16. **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). NFPA 1141 Chapter 10.1.3.**

17. **Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**

18. **The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**

19. **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.

20. **Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).**

21. **Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.**

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, JANUARY 8, 2024, 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. Carter entered the meeting at 2:06 PM.

Present: John Heaning; Nichelle Clemons; Justine Carter; Uline Daniel; Alexander Edwards; Anton Kreisl; Frank Creyaufmiller, Chairman

Staff Present: Kev Freeman, Planning Director
Ryan Alitzer, Senior Planner
Kerry Charles Driver, Planner
Miriam Garcia, Redevelopment Specialist
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

All members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the December 11, 2023 meeting.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to approve the minutes from the December 11, 2023 meeting with the roll call correction.

AYE: Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

6. NEW BUSINESS

a. RFP 2024-009 - Disposal of Surplus Property - 706 N. 20th Street

Ms. Garcia stated the five surplus properties were presented to the Planning Board in May; however the bids expired and there was another request for proposals. Ms. Garcia noted they were waiting for the development agreement from the City Attorney's office. Ms. Garcia noted some of the properties were awarded to a different respondent from when the surplus properties came before the Board in May 2023.

Ms. Garcia explained the way a property is determined to be used for surplus.

Ms. Garcia gave an overview of the surplus property and explained the evaluation criteria, evaluation results, purchase price, cost estimate and construction timeline for the single family home awarded to Sunrise City concrete Services. Ms. Garcia answered questions from the Board.

Motion was made by John Heaning, and seconded by Alexander Edwards to forward a recommendation of approval to the Fort Pierce Redevelopment Agency for RFP 2024-009 for Disposal of Surplus Property located at 706 N. 20th Street.

AYE: Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Chairman Frank Creyaufmiller

Passed

b. RFP 2024-010 - Disposal of Surplus Property - 604 S. 6th Street

Ms. Garcia gave an overview of the surplus property and explained the evaluation criteria, evaluation results, purchase price, cost estimate and construction timeline for the single family home awarded to Joe John McVey.

Motion was made by John Heaning, and seconded by Uline Daniel to forward a recommendation of approval to the Fort Pierce Redevelopment Agency for RFP 2024-010 for Disposal of Surplus Property located at 604 S. 6th Street.

AYE: Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Uline Daniel, Chairman Frank Creyaufmiller

Passed

AYE: John Heaning, Nichelle Clemons, Justine Carter, Uline Daniel, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

c. **RFP 2024-011 - Disposal of Surplus Property – 1204 Avenue E**

Ms. Garcia gave an overview of the surplus property and explained the evaluation criteria, evaluation results, purchase price, cost estimate and construction timeline for the fourplex awarded to Telco Investments. Ms. Garcia noted Telco Investments are owners of the adjacent properties, which will allow a larger building.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the Fort Pierce Redevelopment Agency for RFP 2024-011 for Disposal of Surplus Property located at 1204 Avenue E.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Uline Daniel, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

d. **RFP 2024-012 - Disposal of Surplus Property - 1620 Avenue E**

Ms. Garcia gave an overview of the surplus property and explained the evaluation criteria, evaluation results, purchase price, cost estimate and construction timeline for the single family home awarded to Sunrise City Concrete Services.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the Fort Pierce Redevelopment Agency for RFP 2024-012 for Disposal of Surplus Property located at 1620 Avenue E.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Uline Daniel, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

e. **RFP 2024-013 - Disposal of Surplus Property – N. 25th Street, Lot 1 & 2**
Parcel IDs: 2408-501-0066-000-6 and 2408-501-0067-000-3

Ms. Garcia gave an overview of the surplus property and explained the commercial property evaluation criteria, evaluation results, purchase price, cost estimate and construction timeline for the commercial property awarded to Larry Lee Jr. and family. Ms. Garcia answered questions from the Board on surrounding properties and if there is a point threshold for surplus properties.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval to the Fort Pierce Redevelopment Agency for RFP 2023-029 for Disposal of Surplus Property located at N.25th Street, Lot 1 & 2, Parcel IDs: 2408-501-0066-000-6 and 2408-501-0067-000-3.

AYE: Nichelle Clemons, Justine Carter, Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

f. **Annexation - Harry Blue Annexation - Parcel IDs: 2427-603-0104-000-7, 2427-603-0135-000-3, 2427-603-0134-000-6 and 2427-603-0136-000-0**

Mr. Altizer gave an overview of the annexation. The request is to annex four (4) parcels into the city, with a City Future Land Use of RH, High Density Residential, and a City Zoning of R-4, Medium Density Residential. The site area is around 2.95 acres. The current Zoning is RM-11 (Residential Multi-Family 11 – County) and the current Future Land Use is RH (Residential High – County). Mr. Altizer explained that four of the lots shown on the warranty deed are in the City of Fort Pierce and do not need to be annexed.

Motion was made by Nichelle Clemons, and seconded by Uline Daniel to forward a recommendation of approval for the annexation of Parcel IDs: 2427-603-0104-000-7, 2427-603-0135-000-3, 2427-603-0134-000-6 and 2427-603-0136-000-0.

AYE: Justine Carter, Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

g. **Major Amendment - Trinity Lutheran Church of Fort Pierce - 2011 S. 13th Street**

Ms. Charles Driver gave an overview of the application. The request is for a Major Amendment to add a 6,530 square foot classroom building to be used in association with religious education and day care programs offered by the Church. The proposed building addition, a prefabricated modular structure, will be located along the western side of the existing developed area of the property. The proposed use will require minor modifications to the existing parking lot and the site's storm water systems. The site area is around 4.77 acres. The current Future Land Use is INST- Institutional and the current Zoning is OS-1 General Recreational Open Space. Ms. Charles noted an updated drainage plan has been submitted to the city.

Thomas DeGrace, Engineer with Culpepper and Terpening, answered questions from the Board on the type of structure and drainage. He explained the building is pre-fabricated and will be anchored to the foundation and will look like it was built on site. Mr. DeGrace explained the existing pond on site was oversize when it was built, so there are no major modifications being done to the drainage system and minimal impervious area is being effected. Mr. Heaning asked why they are using modular construction, and he stated he does not like the look of the building. Mr. DeGrace said the building is built in an environmental control building, it is quicker to construct, and more economical.

Kurt Bravo, of Trinity Lutheran Church, said the building will have ramps, covered walkways and covered exit doors.

Mr. Freeman said the building does not meet the Design Review guidelines and there are no regulations in place, so the guidelines cannot be enforced. Mr. Freeman noted he is in the process of standardizing Design Review regulations to the code.

Mr. Kreisl asked if there were any modifications to the landscape plan and if the applicant is aware that they do not meet the design guidelines. Mr. Freeman said the landscape meets the code and there were no modifications. Mr. Kreisl said since the Board has no authority to force the architectural details, he would be happier to see less of the building from the street and use landscaping to completely conceal the building.

Chaiman Creyaufmiller said he was in a quandary because the building and landscaping meet the code but not the design guidelines. He highlighted that the Board can request the

applicant to beautify the landscape.

Mr. Freeman said the Planning Board can make a suggestion but if the application meets the code it will need to be approved. Until the city has regulations in place, no conditions can be imposed.

Ms. Carter said other St. Lucie County schools have modular buildings and the function and purpose is appropriate, even though she does not like the design of the building.

Chairman Creyaufmiller suggested the applicant meet with the Planning department to discuss beautifying the landscaping.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval to the City Commission.

AYE: Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Chairman Frank Creyaufmiller

Passed

7. COMMENTS FROM THE PUBLIC

There were no comments from the public.

8. DIRECTOR'S REPORT

Mr. Freeman said he is trying to look at the city as a whole and improve the appearance of the city. He said he is in the process of amending the landscape code to incorporate elements and buffers through a visual code. Mr. Freeman said he is looking for a balance between making the city look better and the cost of developing the city. He said he is also looking at better architectural standards and flexibility to enable alternative building types of construction with aesthetic value.

9. BOARD COMMENTS

Chairman Creyaufmiller stated the South Beach overlay has no teeth when it comes to joining properties and losing setbacks on Ocean Drive. He mentioned the unintended negative consequences for the Surfside community of a project that was recently approved by the Planning Board.

Mr. Kreisl asked Mr. Freeman if he had made any progress in changing the ordinance. Mr. Freeman explained he had done research in other municipalities, and it becomes a delicate situation when taking the value and entitlement of a property. He also noted the recent change in state statute not allowing the city to enforce regulations on single-family homes.

Chairman Creyaufmiller said a lot of old ordinances were loosely written in terms of specifics. He said new ordinances being reviewed by the Planning Board need to be read and understood.

Mr. Heaning asked about not allowing temporary buildings to be used as permanent buildings. Mr. Freeman said he cannot guarantee this will not happen again because the industry is going with manufactured building construction methodology due to material cost and supply chain availability.

Mr. Freeman noted the frustration for staff and the Board, and he said he is trying to improve the design standards, so the Board can have the ammunition to enforce better design.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Trinity Lutheran Church of Fort Pierce - Major Amendment

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: February 4, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNSN/A

VERIFIED BY: Kerry C. Driver

TITLE: Planner

SIGNATURE: 

DATE: February 13, 2024

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

02/04/2024

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 02/04/2024

Legal Clerk

Notary, State of WI, County of Brown

My commision expires

Publication Cost:	$98.56	
Order No:	9777082	# of Copies:
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PO #:	LSAR0054895	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

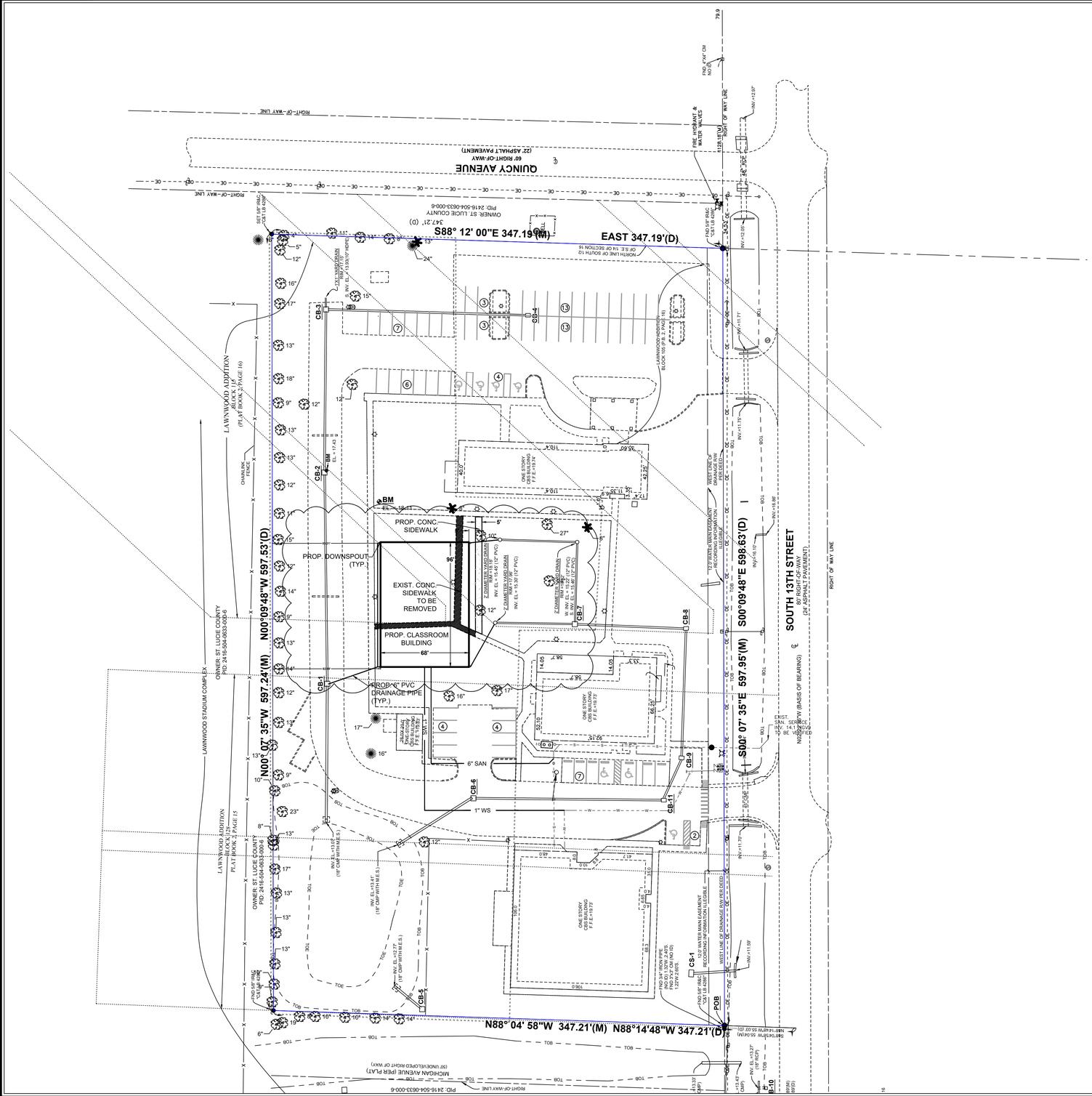
The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Tuesday, February 20, 2024, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of an application for a Major Site Plan Amendment submitted by applicant Tom DeGrace of Culpepper & Terpening, Inc. to construct a 6,530 square feet prefabricated modular structure at 2011 S. 13th Street, more specifically located at Parcel Control Number: 2416-504-0750-000-2

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
February 4 2024
LSAR0054895


QUINCY AVENUE
60' RIGHT-OF-WAY
(22' ASPHALT PAVEMENT)
RIGHT-OF-WAY LINE
S88° 12' 00"E 347.19'(M)
EAST 347.19'(D)
NORTH LINE OF SOUTH 1/2 OF S.E. 1/4 OF SECTION 16
347.27' (D)
OWNER: ST. LUCIE COUNTY
PID: 2416-504-0633-000-6
SET 5/8" IRS/CAP "CT 18 4295"
FND 5/8" IRS/CAP "CT 18 4295"
FIRE HYDRANT & WATER VALVE
N00°09'48"W 597.53'(D)
N00° 07' 35"W 597.24'(M)
LAWNWOOD ADDITION
(PLAT BOOK 2, PAGE 16)
CHAINLINK FENCE
OWNER: ST. LUCIE COUNTY
PID: 2416-504-0653-000-8
LAWNWOOD STADIUM COMPLEX
LAWNWOOD ADDITION
BLOCK 15, 24
PLAT BOOK 2, PAGE 15
BM
EL. 18.41
PROP. CONC. SIDEWALK
PROP. DOWNSPOUT (TYP.)
EXIST. CONC. SIDEWALK TO BE REMOVED
PROP. CLASSROOM BUILDING
68'
96'
PROP. 6" PVC DRAINAGE PIPE (TYP.)
ONE STORY CBS BUILDING F.F.E.=19.74
ONE STORY CBS BUILDING F.F.E.=19.79
CB-1
CB-2
CB-3
CB-4
CB-5
CB-6
CB-7
CB-8
CB-9
CB-10
CB-11
1" WS
6" SAN
EXIST. S.N.L. SERVICE INV. 14.12 NGVD TO BE REMOVED
NIGHTWATCH (BASIS OF BEARING)
SOUTH 13TH STREET
80' RIGHT-OF-WAY
(24' ASPHALT PAVEMENT)
RIGHT OF WAY LINE
S00° 07' 35"E 597.95'(M)
S00°09'48"E 598.63'(D)
N88° 04' 58"W 347.21'(M)
N88°14'48"W 347.21'(D)
POB
MICHIGAN AVENUE (PER PLAT)
(50' UNDEVELOPED RIGHT OF WAY)
PID: 2416-504-0633-000-6
RIGHT-OF-WAY LINE
LAWNWOOD ADDITION
BLOCK 105 (P.B. 2, PAGE 16)
TOP OF WATER MAIN EASEMENT RECORDING INFORMATION ILLEGIBLE
WEST LINE OF DRAINAGE R/W
WEST LINE OF DRAINAGE R/W (PER DEED)
172' WATER MAIN EASEMENT RECORDING INFORMATION ILLEGIBLE
FND 3/4" IRON PIPE (NO ID.) 0.32W, 2.42S. FND 3/4" IRON PIPE (NO ID) 1.22W 2.62S.
FND 5/8" IRS/CAP "CT 18 4295"
FND 5/8" IRS/CAP "CT 18 4295"
FND 3/4" IRON PIPE
FIRE HYDRANT & WATER VALVE
FND 5/8" IRS/CAP "CT 18 4295"
SET 5/8" IRS/CAP "CT 18 4295"
FND 5/8" IRS/CAP "CT 18 4295"
FND 5/8" IRS/CAP "CT 18 4295"
FND

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 02/20/2024

Re: FDOT Subordination of FPUA Utility Interest to the Florida Department of Transportation

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Resolution 24-R07 approving the subordination of a utility easement held by the City for the FPUA to FDOT for highway purposes.

SUMMARY:

The FDOT has requested the subordination of a utility easement held by the City for the FPUA for highway purposes. The FPUA approved the subordination of the easement at their January 16, 2024 meeting.

RECOMMENDATION:

Staff will proceed as directed by the City Commission.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Nicholas Mimms, City Manager
Jack Andrews, City Engineer
Caroline Valentin, FPUA General Counsel

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Resolution 24-R07

Exhibit A to Resolution 24-R07

FPUA Resolution

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/02/2024 11:42 AM

Form Started By: Sara Hedges
Started On: 02/02/2024 11:03 AM
Final Approval Date: 02/02/2024

RESOLUTION NO. 24-R07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVING THE APPROVING THE SUBORIDNATION OF UTILITY INTERESTS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Pierce Utilities Authority (FPUA) presently has an interest in certain lands by virtue of a utility easement that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the FPUA to the Florida Department of Transportation ("FDOT"); and

WHEREAS, the Board of the FPUA has determined that it is in the best interest of the public health, safety, and welfare to approve the City's subordination of its utility interest to the FDOT and approved such on January 16, 2024 through Resolution No. UA 2024-03; and

WHEREAS, the City of Fort Pierce desires to approve the subordination of the utility interest to the FDOT.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The City Commission of the City of Fort Pierce, Florida, authorizes the subordination of the FPUA's real property interest set forth in the easement recorded in the public records of St. Lucie County at Official Records Book 4895, Page 2087, in accordance with the terms set forth in substantially the same form as the Subordination of City Utility Interest Agreement, attached hereto as Exhibit A.

SECTION 2. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 3. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate these agreements.

SECTION 4. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 20__.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

Exhibit A

23-UTL.04-07/18-Modified D4

This instrument prepared under the direction of:
Elizabeth S. Quintana, Esq. _____
District Four Assistant General Counsel
Sketch & Legal Description prepared by:
Allen & Company
James L. Rickman, P.S.M. (12/07/2023)
Document prepared by:
Alverene Arjun (12/12/2023)
Florida Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309

Parcel No.	218.7R
Item/Segment No.	4413231
Section:	94003-2510
Managing District:	04
S.R. No.	713 (Kings Highway)
County:	St. Lucie

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT entered into this _____ day of _____, 20_____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,** hereinafter called the FDOT, and the **CITY OF FORT PIERCE, FLORIDA FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY**, hereinafter called the UTILITY.

W I T N E S S E T H:

WHEREAS, the UTILITY presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the UTILITY to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the UTILITY'S facilities relocated if necessary, to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, UTILITY and FDOT agree as follows:

UTILITY subordinates to the interest of FDOT its successors and assigns, any and all of its interest in the lands as follows, viz:

(See Sketch and Legal Description attached hereto as Exhibit "A")

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PG.
Easement	10/03/2022	USEF Kings Logistics Center Owner, LLC, a Delaware limited liability company	City of Fort Pierce, Florida, for the use and benefit of Fort Pierce Utilities Authority	4895 / 2087

PROVIDED that the UTILITY has the following rights:

1. The UTILITY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT'S current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in the effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the UTILITY or require the UTILITY to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Not withstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The UTILITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The UTILITY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the UTILITY exercising its rights outlined in Paragraphs 1 and 3 above; however, the UTILITY does not wave its sovereign immunity.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)

_____
Witness Signature:

_____
Print Witness Name:

_____
Witness Signature:

_____
Print Witness Name:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
Name: **STEVEN C. BRAUN, P.E.**
District 4 Secretary

Attorney approved as to form:

_____
Name: **ELIZABETH S. QUINTANA**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20_____, by **STEVEN C. BRAUN, P.E.,** District 4 Secretary, who is personally known by me or who has produced _____ as identification.

(SEAL)

_____
Notary Public

_____
Printed or stamped name of Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name by its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year above written.

ATTEST: _____

Print Name: Frank H. Fee
Secretary

FORT PIERCE UTILITY AUTHORITY

By: _____

Print Name: Barbara M. Bennett
Chairman

Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)

_____
Witness Signature:

Chymbee Keith
Print Witness Name:

_____
Witness Signature:

Daniel Rutherford
Print Witness Name:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
FPUA Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 16th day of January, 2024, by _____, Chairman of **FORT PIERCE UTILITIES AUTHORITY,** who is personally known to me.

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
Chymbee Keith
Comm.#HH006056
Expires: Sept. 28, 2024
Bonded Thru Aaron Notary

_____
Notary Public

Chymbee Keith
Printed or stamped name of Notary Public

9/28/2024
My Commission Expires:

ATTEST: _____

Print Name: _____
Clerk (or Deputy Clerk)

(City Seal)

CITY OF FORT PIERCE, a municipal corporation for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

By: _____

Print Name: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION

NOT A SURVEY

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 39 EAST, SAINT LUCIE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 12; THENCE RUN SOUTH 00°13’59” EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 FOR A DISTANCE OF 1171.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°59’33” EAST FOR A DISTANCE OF 118.72 FEET TO THE EAST RIGHT OF WAY LINE OF KINGS HIGHWAY–STATE ROAD 713 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP 94003–2510 AND TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN NORTH 89°59’53” EAST FOR A DISTANCE OF 27.13 FEET; THENCE RUN SOUTH 00°01’57” WEST FOR A DISTANCE OF 87.58 FEET; THENCE RUN SOUTH 89°45’35” WEST FOR A DISTANCE OF 23.23 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE AND TO A POINT ON A NON TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 10674.00 FEET, WITH A CHORD BEARING OF NORTH 02°30’46” WEST, AND A CHORD DISTANCE OF 87.76 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 00°28’16” FOR A DISTANCE OF 87.76 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,201 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

NOTE: THE CLIENT HAS SUPPLIED THE SURVEYOR A PROPERTY INFORMATION REPORT WHICH HAS BEEN EXAMINED. THOSE EXCEPTIONS LISTED IN THE REPORT HAVE BEEN REFLECTED AS TO THE EXTENT THEY AFFECT THE SUBJECT PROPERTY.
REFER TO SHEETS 2 THROUGH 5 OF THIS DOCUMENT.

revisions: 9–13–23 title report
revisions: 12–7–23 parcel id revised

SHEET 1 OF 6
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

ALLEN & COMPANY
SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654–5355
LB#6723

SURVEYOR’S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR’S SEAL OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J–17.602(3).
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SW 1/4 OF SECTION 12–35–39, BEING S 00°13’59” E (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT’S INSTRUCTIONS.
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR AT THE CLIENT’S REQUEST.

JOB #: 20210138	CALC BY: CY	FOR THE LICENSED BUSINESS #6723 BY:
DATE: 10/26/23	DRAWN BY: RT	
SCALE: N/A	CHECKED BY: SEJ	JAMES E. HICKMAN, P.S.M. #5633

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 Sheet 1

LEGAL DESCRIPTION

NOT A SURVEY

TITLE SEARCH REPORT
FID No.: 1770359
Certification Date: August 7, 2023
American Government Service Corporation has caused to be made a search of the Public Records of St. Lucie County, Florida, ("Public Records"), made a twenty-year search through 08/07/2023 8:00 AM.

1. GENERAL PERMIT ISSUED TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, DATED JUNE 11, 1956 AND RECORDED OCTOBER 30, 1956 IN DEED BOOK 220, PAGE 429; SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 3837, PAGE 1768. **(DOES NOT AFFECT SUBJECT PROPERTY)**

2. ORDINANCE NO. 95-039 KNOWN AS LIBRARIES IMPACT FEE ORDINANCE, DATED SEPTEMBER 19, 1995 AND RECORDED OCTOBER 27, 1995 IN OFFICIAL RECORDS BOOK 981, PAGE 1615; OFFICIAL RECORDS BOOK 992, PAGE 2862; AS AFFECTED BY ORDINANCE NO. 00-002 RECORDED IN OFFICIAL RECORDS BOOK 1301, PAGE 2302. **(DOES NOT AFFECT SUBJECT PROPERTY)**

3. ORDINANCE NO. 99-0001 AMENDING THE ST. LUCIE COUNTY LAND DEVELOPMENT CODE, DATED FEBRUARY 2, 1999 AND RECORDED FEBRUARY 15, 1999 IN OFFICIAL RECORDS BOOK 1203, PAGE 1026. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

4. RESERVATIONS, EASEMENTS, AND COVENANTS AS SET FORTH IN THAT CERTAIN DEED FROM JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, HARTSEL RANCH CORPORATION, A FLORIDA CORPORATION, TO COMMUNITIES FINANCE COMPANY, A DELAWARE CORPORATION, DATED MARCH 31, 1999 AND RECORDED APRIL 5, 1999 IN OFFICIAL RECORDS BOOK 1213, PAGE 2678. **(DOES NOT AFFECT SUBJECT PROPERTY)**

5. UNRECORDED LEASE AGREEMENT BY AND BETWEEN HAWK'S POINTE RESIDENTIAL, LLC, LESSOR, AND REUBEN K. BULLARD, LESSEE, DATED DECEMBER 20, 2005, AS SHOWN ON EXHIBIT "B" ITEM #3 OF THAT CERTAIN SPECIAL DEED DATED JANUARY 15, 2007 AND RECORDED JANUARY 18, 2007 IN OFFICIAL RECORDS BOOK 2742, PAGE 2028. NOTE: COPY PROVIDED WITH CHAIN OF TITLE. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

6. DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN KINGS ORANGE 95 LLC, A MICHIGAN LIMITED LIABILITY COMPANY AND HAWK'S POINTE COMMERCIAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED JANUARY 16, 2007 AND RECORDED JANUARY 18, 2007 IN OFFICIAL RECORDS BOOK 2742, PAGE 2042; FIRST AMENDMENT TO DRAINAGE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5015, PAGE 1666; AS AFFECTED BY QUIT CLAIM DEEDS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 3883, PAGE 2760; OFFICIAL RECORDS BOOK 3999, PAGE 966; OFFICIAL RECORDS BOOK 4000, PAGE 1015; AS AFFECTED BY SUBORDINATION AGREEMENTS FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3960, PAGE 2295; OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(DOES NOT AFFECT SUBJECT PROPERTY)**

7. EASEMENT FROM KINGS ORANGE 95 LLC, A MICHIGAN LIMITED LIABILITY COMPANY, TO THE CITY OF FORT PIERCE, FLORIDA, FOR THE USE AND BENEFIT OF FORT PIERCE UTILITIES AUTHORITY, DATED MAY 21, 2010 AND RECORDED JULY 14, 2010 IN OFFICIAL RECORDS BOOK 3212, PAGE 1399; AS AFFECTED BY SUBORDINATION OF CITY UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 3840, PAGE 154; OFFICIAL RECORDS BOOK 3840, PAGE 161; OFFICIAL RECORDS BOOK 3840, PAGE 168. **(DOES NOT AFFECT SUBJECT PROPERTY)**

SHEET 2 OF 6
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

ALLEN & COMPANY
Founded in 1988
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16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#6723

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.602(3).
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SW 1/4 OF SECTION 12-35-39, BEING S 00°13'59" E (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.

JOB #:	20210138	CALC BY:	CY
DATE:	10/26/23	DRAWN BY:	RT
SCALE:	N/A	CHECKED BY:	SEJ

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 9-11-23 Sheet 2

LEGAL DESCRIPTION

NOT A SURVEY

TITLE SEARCH REPORT
FID No.: 1770359
Certification Date: August 7, 2023
American Government Service Corporation has caused to be made a search of the Public Records of St. Lucie County, Florida, ("Public Records"), made a twenty–year search through 08/07/2023 8:00 AM.

8. DEVELOPMENT AND EASEMENTS AGREEMENT BY AND BETWEEN LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. AN OKLAHOMA CORPORATION, AND OB FLORIDA CRE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED OCTOBER 14, 2011 AND RECORDED NOVEMBER 17, 2011 IN OFFICIAL RECORDS BOOK 3340, PAGE 2199; AFFECTED BY QUIT CLAIM DEEDS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 3883, PAGE 2760; OFFICIAL RECORDS BOOK 3999, PAGE 966; OFFICIAL RECORDS BOOK 4000, PAGE 1015; AS AFFECTED BY SUBORDINATION AGREEMENTS FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3960, PAGE 2295; OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON)**

9. ROADWAY CONSTRUCTION AND MAINTENANCE EASEMENTS AGREEMENT BY AND BETWEEN LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. AN OKLAHOMA CORPORATION, AND OB FLORIDA CRE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED OCTOBER 14, 2011 AND RECORDED NOVEMBER 17, 2011 IN OFFICIAL RECORDS BOOK 3340, PAGE 2221; AFFECTED BY QUIT CLAIM DEEDS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 3883, PAGE 2760; OFFICIAL RECORDS BOOK 3999, PAGE 966; OFFICIAL RECORDS BOOK 4000, PAGE 1015; AS AFFECTED BY SUBORDINATION AGREEMENTS FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3960, PAGE 2295; OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON)**

10. CROSS ACCESS EASEMENT AGREEMENT BY AND BETWEEN LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. AN OKLAHOMA CORPORATION, AND OB FLORIDA CRE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED OCTOBER 14, 2011 AND RECORDED NOVEMBER 17, 2011 IN OFFICIAL RECORDS BOOK 3340, PAGE 2231; AFFECTED BY QUIT CLAIM DEEDS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 3883, PAGE 2760; OFFICIAL RECORDS BOOK 3999, PAGE 966; OFFICIAL RECORDS BOOK 4000, PAGE 1015; AS AFFECTED BY SUBORDINATION AGREEMENTS FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3960, PAGE 2295; OFFICIAL RECORDS BOOK 3968, PAGE 1529; OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON)**

11. RESOLUTION NO. 13–121 PRELIMINARY ASSESSMENT RESOLUTION SOLID WASTE, DATED JULY 16, 2013 AND RECORDED JULY 23, 2013 IN OFFICIAL RECORDS BOOK 3541, PAGE 731. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

12. PERPETUAL EASEMENT FROM THOMAS INVESTMENTS, L. C., A FLORIDA LIMITED LIABILITY COMPANY, TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, DATED MAY 18, 2016 AND RECORDED JUNE 23, 2016 IN OFFICIAL RECORDS BOOK 3883, PAGE 2758. **(DOES NOT AFFECT SUBJECT PROPERTY)**

13. UNRECORDED CATTLE LEASE BETWEEN THOMAS INVESTMENTS L. C., A FLORIDA LIMITED LIABILITY COMPANY AND MIDNIGHT CATTLE COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS EVIDENCED BY SUBORDINATION AGREEMENTS FOR TEMPORARY EASEMENTS, DATED FEBRUARY 16, 2017 AND RECORDED MARCH 1, 2017 IN OFFICIAL RECORDS BOOK 3968, PAGE 1529; OFFICIAL RECORDS BOOK 4493, PAGE 2372. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

SHEET 3 OF 6
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

ALLEN & COMPANY
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GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654–5355
LB#6723

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J–17.602(3).
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SW 1/4 OF SECTION 12–35–39, BEING S 00°13'59" E (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.

JOB #:	20210138	CALC BY:	CY
DATE:	10/26/23	DRAWN BY:	RT
SCALE:	N/A	CHECKED BY:	SEJ

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 9–11–23 Sheet 3

LEGAL DESCRIPTION

NOT A SURVEY

TITLE SEARCH REPORT
FID No.: 1770359
Certification Date: August 7, 2023
American Government Service Corporation has caused to be made a search of the Public Records of St. Lucie County, Florida, ("Public Records"), made a twenty–year search through 08/07/2023 8:00 AM.

14. TEMPORARY EASEMENT FROM THOMAS INVESTMENTS, L. C., A FLORIDA LIMITED LIABILITY COMPANY, TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, DATED OCTOBER 13, 2020 AND RECORDED OCTOBER 19, 2020 IN OFFICIAL RECORDS BOOK 4493, PAGE 2363; AS AFFECTED BY SUBORDINATION AGREEMENT FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON)**

15. TEMPORARY EASEMENT FROM THOMAS INVESTMENTS, L. C., A FLORIDA LIMITED LIABILITY COMPANY, TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, DATED OCTOBER 13, 2020 AND RECORDED OCTOBER 19, 2020 IN OFFICIAL RECORDS BOOK 4493, PAGE 2392; AS AFFECTED BY SUBORDINATION AGREEMENT FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON)**

16. RESOLUTION 2021–357 GRANTING A MAJOR SITE PLAN FOR A PROJECT TO BE KNOWN AS KINGS HIGHWAY WAREHOUSE, DATED SEPTEMBER 21, 2021 AND RECORDED OCTOBER 7, 2021 IN OFFICIAL RECORDS BOOK 4698, PAGE 2350; AS AFFECTED BY PDS ORDER 2023–023 GRANTING APPROVAL FOR A MINOR ADJUSTMENT TO THE MAJOR SITE PLAN KNOWN AS KINGS HIGHWAY WAREHOUSE RECORDED IN OFFICIAL RECORDS BOOK 4972, PAGE 112. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

17. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT GRANTED TO KINGS HIGHWAY WAREHOUSE, DATED APRIL 14, 2022 AND RECORDED MAY 3, 2022 IN OFFICIAL RECORDS BOOK 4817, PAGE 2676. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

18. MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, COLLATERAL ASSIGNMENT OF PROPERTY AGREEMENTS, SECURITY AGREEMENT AND FIXTURE FILING EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN FAVOR OF CADENCE BANK, A MISSISSIPPI BANKING CORPORATION, ACTING IN ITS CAPACITY AS THE ADMINISTRATIVE AGENT APPOINTED PURSUANT TO THE TERMS OF THE LOAN AGREEMENT, DATED JUNE 27, 2022 AND RECORDED JUNE 28, 2022 IN OFFICIAL RECORDS BOOK 4849, PAGE 2558; JOINDER AND CONSENT OF MORTGAGE/LIEN HOLDER RECORDED IN OFFICIAL RECORDS BOOK 4895, PAGE 2092. **(AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

19. UCC FINANCING STATEMENT EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN FAVOR OF CADENCE BANK RECORDED JUNE 28, 2022 IN OFFICIAL RECORDS BOOK 4849, PAGE 2611. **(AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND CAN NOT BE GRAPHICALLY SHOWN)**

20. NOTICE OF COMMENCEMENT EXECUTED BY KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, TO CATAMOUNT CONSTRUCTORS, INC., CONTRACTOR, DATED SEPTEMBER 2, 2022 AND RECORDED SEPTEMBER 8, 2022 IN OFFICIAL RECORDS BOOK 4885, PAGE 2904. **(NOT A SURVEY MATTER)**

SHEET 4 OF 6
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

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LB#6723

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J–17.602(3).
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SW 1/4 OF SECTION 12–35–39, BEING S 00°13'59" E (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.

JOB #:	20210138	CALC BY:	CY
DATE:	10/26/23	DRAWN BY:	RT
SCALE:	N/A	CHECKED BY:	SEJ

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 9–11–23 Sheet 4

LEGAL DESCRIPTION

NOT A SURVEY

TITLE SEARCH REPORT
FID No.: 1770359
Certification Date: August 7, 2023
American Government Service Corporation has caused to be made a search of the Public Records of St. Lucie County, Florida, ("Public Records"), made a twenty–year search through 08/07/2023 8:00 AM.

21. ANNEXATION AGREEMENT EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED SEPTEMBER 11, 2022 AND RECORDED SEPTEMBER 30, 2022 IN OFFICIAL RECORDS BOOK 4894, PAGE 1700.**(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

22. EASEMENT FROM USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO THE CITY OF FORT PIERCE, FLORIDA, FOR THE USE AND BENEFIT OF FORT PIERCE UTILITIES AUTHORITY, DATED SEPTEMBER 19, 2022 AND RECORDED OCTOBER 3, 2022 IN OFFICIAL RECORDS BOOK 4895, PAGE 2087. **(AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)**

23. UNDERGROUND EASEMENT FROM USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO FLORIDA POWER & LIGHT COMPANY, DATED SEPTEMBER 28, 2022 AND RECORDED OCTOBER 3, 2022 IN OFFICIAL RECORDS BOOK 4895, PAGE 2625. **(DOES NOT AFFECT SUBJECT PROPERTY)**

24. NOTICE OF COMMENCEMENT EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, TO HYPOWER ELECTRICAL, CONTRACTOR, DATED OCTOBER 4, 2022 AND RECORDED OCTOBER 10, 2022 IN OFFICIAL RECORDS BOOK 4899, PAGE 1733. **(NOT A SURVEY MATTER)**

25. NOTICE OF COMMENCEMENT EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, TO CATAMOUNT CONSTRUCTORS, INC., CONTRACTOR, DATED JUNE 16, 2023 AND RECORDED JUNE 19, 2023 IN OFFICIAL RECORDS BOOK 5006, PAGE 236. **(NOT A SURVEY MATTER)**

26. UTILITY EASEMENT BY AND BETWEEN USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND THE CITY OF FORT PIERCE, FLORIDA, FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY, DATED JUNE 9, 2023 AND RECORDED JUNE 27, 2023 IN OFFICIAL RECORDS BOOK 5009, PAGE 1093. **(DOES NOT AFFECT SUBJECT PROPERTY)**

27. NOTICE OF COMMENCEMENT EXECUTED BY KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, TO LTG CARLSON FENCE, LLC, CONTRACTOR, DATED JULY 10, 2023 AND RECORDED AUGUST 3, 2023 IN OFFICIAL RECORDS BOOK 5025, PAGE 1379. **(NOT A SURVEY MATTER)**

28. NOTICE OF COMMENCEMENT EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, TO 1ST FIRE & SECURITY, INC., CONTRACTOR, DATED AUGUST 2, 2023 AND RECORDED AUGUST 3, 2023 IN OFFICIAL RECORDS BOOK 5026, PAGE 186. **(NOT A SURVEY MATTER)**

SHEET 5 OF 6
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

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WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#6723

SURVEYOR'S NOTES:

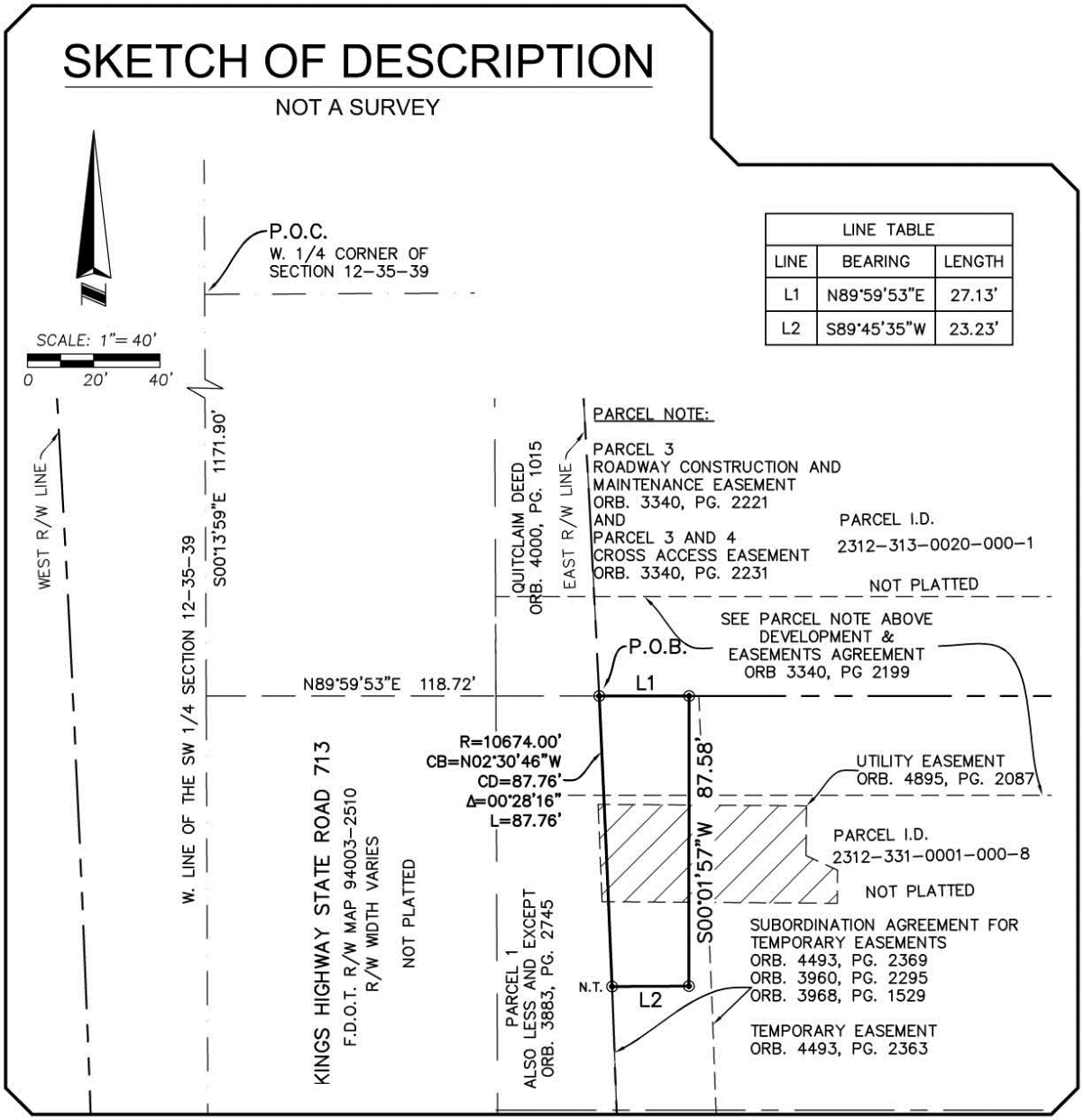
1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J–17.602(3).
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SW 1/4 OF SECTION 12–35–39, BEING S 00°13'59" E (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.

JOB #: 20210138	CALC BY: CY	FOR THE LICENSED BUSINESS #6723 BY:
DATE: 10/26/23	DRAWN BY: RT	
SCALE: N/A	CHECKED BY: SEJ	JAMES L. RICKMAN, P.S.M. #5633

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 9–11–23 Sheet 5

SKETCH OF DESCRIPTION

NOT A SURVEY



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'53"E	27.13'
L2	S89°45'35"W	23.23'

SYMBOL AND ABBREVIATION LEGEND:

◉ CHANGE IN DIRECTION	R RADIUS	F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
LB LICENSED BUSINESS	CB CHORD BEARING	R/W RIGHT OF WAY
P.O.C. POINT OF COMMENCEMENT	CD CHORD DISTANCE	ORB. OFFICIAL RECORDS BOOK
P.O.B. POINT OF BEGINNING	Δ CENTRAL ANGLE	PG. PAGE
N.T. NOT TANGENT	L ARC LENGTH	

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(407) 654-5355
LB#6723

JOB #: 20210138 CALC BY: CY

DATE: 10/26/23 DRAWN BY: RT

SCALE: 1" = 40' CHECKED BY: SEJ

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 Sheet 6

RESOLUTION NO. UA 2024-03

A RESOLUTION BY THE FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA APPROVING CITY SUBORDINATION OF UTILITY INTERESTS TO THE FDOT; PROVIDING FOR SCRIVENER'S ERROR, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Fort Pierce Utilities Authority presently has an interest in certain lands by virtue of a utility easement that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the FPUA to the Florida Department of Transportation ("FDOT");

WHEREAS, the Board of the Fort Pierce Utilities Authority has determined that it is in the best interest of the public health, safety and welfare to approve the City of Fort Pierce ("City") subordination of its utility interest to the FDOT.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Fort Pierce Utilities Authority:

SECTION I. RECITALS. The recitals stated above are true and correct and are hereby incorporated as if fully set forth herein.

SECTION II. APPROVAL OF CITY SUBORDINATION. The Board hereby approves the City's subordination of the FPUA's real property interest set forth in the easement recorded in the public records of St. Lucie County at Official Records Book 4895, Page 2087, in accordance with the terms set forth in substantially the same form as the Subordination of City Utility Interests Agreement, attached hereto as Exhibit A.

SECTION III. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION IV. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION V. EFFECTIVE DATE. This Resolution shall take effect on January 16, 2024.

PASSED AND DULY ADOPTED this 16th day of January, 2024.

ATTEST:

Hank Fee, Secretary

Dr. Barbara Bennett, Chair

APPROVED AS TO FORM AND CORRECTNESS:

Fort Pierce Utilities Authority Attorney

Exhibit A

23-UTL.04-07/18-Modified D4

This instrument prepared under the direction of:
Elizabeth S. Quintana, Esq. _____
District Four Assistant General Counsel
Sketch & Legal Description prepared by:
Allen & Company
James L. Rickman, P.S.M. (12/07/2023)
Document prepared by:
Alverene Arjun (12/12/2023)
Florida Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309

Parcel No.	218.7R
Item/Segment No.	4413231
Section:	94003-2510
Managing District:	04
S.R. No.	713 (Kings Highway)
County:	St. Lucie

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT entered into this _____ day of _____, 20_____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,** hereinafter called the FDOT, and the **CITY OF FORT PIERCE, FLORIDA FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY**, hereinafter called the UTILITY.

W I T N E S S E T H:

WHEREAS, the UTILITY presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the UTILITY to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the UTILITY'S facilities relocated if necessary, to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, UTILITY and FDOT agree as follows:

UTILITY subordinates to the interest of FDOT its successors and assigns, any and all of its interest in the lands as follows, viz:

(See Sketch and Legal Description attached hereto as Exhibit "A")

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PG.
Easement	10/03/2022	USEF Kings Logistics Center Owner, LLC, a Delaware limited liability company	City of Fort Pierce, Florida, for the use and benefit of Fort Pierce Utilities Authority	4895 / 2087

PROVIDED that the UTILITY has the following rights:

1. The UTILITY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT'S current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in the effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the UTILITY or require the UTILITY to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Not withstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The UTILITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The UTILITY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the UTILITY exercising its rights outlined in Paragraphs 1 and 3 above; however, the UTILITY does not wave its sovereign immunity.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)

_____
Witness Signature:

_____
Print Witness Name:

_____
Witness Signature:

_____
Print Witness Name:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
Name: **STEVEN C. BRAUN, P.E.**
District 4 Secretary

Attorney approved as to form:

_____
Name: **ELIZABETH S. QUINTANA**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20_____, by **STEVEN C. BRAUN, P.E.,** District 4 Secretary, who is personally known by me or who has produced _____ as identification.

(SEAL)

_____
Notary Public

_____
Printed or stamped name of Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name by its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year above written.

ATTEST: _____

Print Name: Frank H. Fee
Secretary

FORT PIERCE UTILITY AUTHORITY

By: _____

Print Name: Barbara M. Bennett
Chairman

Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)

_____
Witness Signature:

Chymbee Keith
Print Witness Name:

_____
Witness Signature:

Daniel Rutherford
Print Witness Name:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
FPUA Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 16th day of January, 2024, by _____, Chairman of **FORT PIERCE UTILITIES AUTHORITY,** who is personally known to me.

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
Chymbee Keith
Comm.#HH006056
Expires: Sept. 28, 2024
Bonded Thru Aaron Notary

_____
Notary Public

Chymbee Keith
Printed or stamped name of Notary Public

9/28/2024
My Commission Expires:

ATTEST: _____

Print Name: _____
Clerk (or Deputy Clerk)

(City Seal)

CITY OF FORT PIERCE, a municipal corporation for the use and benefit of FORT PIERCE UTILITIES AUTHORITY

By: _____

Print Name: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION

NOT A SURVEY

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 39 EAST, SAINT LUCIE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 12; THENCE RUN SOUTH 00°13’59” EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 FOR A DISTANCE OF 1171.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°59’33” EAST FOR A DISTANCE OF 118.72 FEET TO THE EAST RIGHT OF WAY LINE OF KINGS HIGHWAY–STATE ROAD 713 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP 94003–2510 AND TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN NORTH 89°59’53” EAST FOR A DISTANCE OF 27.13 FEET; THENCE RUN SOUTH 00°01’57” WEST FOR A DISTANCE OF 87.58 FEET; THENCE RUN SOUTH 89°45’35” WEST FOR A DISTANCE OF 23.23 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE AND TO A POINT ON A NON TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 10674.00 FEET, WITH A CHORD BEARING OF NORTH 02°30’46” WEST, AND A CHORD DISTANCE OF 87.76 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 00°28’16” FOR A DISTANCE OF 87.76 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,201 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

NOTE: THE CLIENT HAS SUPPLIED THE SURVEYOR A PROPERTY INFORMATION REPORT WHICH HAS BEEN EXAMINED. THOSE EXCEPTIONS LISTED IN THE REPORT HAVE BEEN REFLECTED AS TO THE EXTENT THEY AFFECT THE SUBJECT PROPERTY.
REFER TO SHEETS 2 THROUGH 5 OF THIS DOCUMENT.

revisions: 9–13–23 title report
revisions: 12–7–23 parcel id revised

SHEET 1 OF 6
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

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LB#6723

SURVEYOR’S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR’S SEAL OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J–17.602(3).
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SW 1/4 OF SECTION 12–35–39, BEING S 00°13’59” E (ASSUMED FOR ANGULAR DESIGNATION ONLY).
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JOB #: 20210138	CALC BY: CY	FOR THE LICENSED BUSINESS #6723 BY:
DATE: 10/26/23	DRAWN BY: RT	
SCALE: N/A	CHECKED BY: SEJ	JAMES E. HICKMAN, P.S.M. #5633

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 Sheet 1

LEGAL DESCRIPTION

NOT A SURVEY

TITLE SEARCH REPORT
FID No.: 1770359
Certification Date: August 7, 2023
American Government Service Corporation has caused to be made a search of the Public Records of St. Lucie County, Florida, ("Public Records"), made a twenty-year search through 08/07/2023 8:00 AM.

1. GENERAL PERMIT ISSUED TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, DATED JUNE 11, 1956 AND RECORDED OCTOBER 30, 1956 IN DEED BOOK 220, PAGE 429; SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 3837, PAGE 1768. **(DOES NOT AFFECT SUBJECT PROPERTY)**

2. ORDINANCE NO. 95-039 KNOWN AS LIBRARIES IMPACT FEE ORDINANCE, DATED SEPTEMBER 19, 1995 AND RECORDED OCTOBER 27, 1995 IN OFFICIAL RECORDS BOOK 981, PAGE 1615; OFFICIAL RECORDS BOOK 992, PAGE 2862; AS AFFECTED BY ORDINANCE NO. 00-002 RECORDED IN OFFICIAL RECORDS BOOK 1301, PAGE 2302. **(DOES NOT AFFECT SUBJECT PROPERTY)**

3. ORDINANCE NO. 99-0001 AMENDING THE ST. LUCIE COUNTY LAND DEVELOPMENT CODE, DATED FEBRUARY 2, 1999 AND RECORDED FEBRUARY 15, 1999 IN OFFICIAL RECORDS BOOK 1203, PAGE 1026. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

4. RESERVATIONS, EASEMENTS, AND COVENANTS AS SET FORTH IN THAT CERTAIN DEED FROM JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, HARTSEL RANCH CORPORATION, A FLORIDA CORPORATION, TO COMMUNITIES FINANCE COMPANY, A DELAWARE CORPORATION, DATED MARCH 31, 1999 AND RECORDED APRIL 5, 1999 IN OFFICIAL RECORDS BOOK 1213, PAGE 2678. **(DOES NOT AFFECT SUBJECT PROPERTY)**

5. UNRECORDED LEASE AGREEMENT BY AND BETWEEN HAWK'S POINTE RESIDENTIAL, LLC, LESSOR, AND REUBEN K. BULLARD, LESSEE, DATED DECEMBER 20, 2005, AS SHOWN ON EXHIBIT "B" ITEM #3 OF THAT CERTAIN SPECIAL DEED DATED JANUARY 15, 2007 AND RECORDED JANUARY 18, 2007 IN OFFICIAL RECORDS BOOK 2742, PAGE 2028. NOTE: COPY PROVIDED WITH CHAIN OF TITLE. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

6. DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN KINGS ORANGE 95 LLC, A MICHIGAN LIMITED LIABILITY COMPANY AND HAWK'S POINTE COMMERCIAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED JANUARY 16, 2007 AND RECORDED JANUARY 18, 2007 IN OFFICIAL RECORDS BOOK 2742, PAGE 2042; FIRST AMENDMENT TO DRAINAGE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5015, PAGE 1666; AS AFFECTED BY QUIT CLAIM DEEDS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 3883, PAGE 2760; OFFICIAL RECORDS BOOK 3999, PAGE 966; OFFICIAL RECORDS BOOK 4000, PAGE 1015; AS AFFECTED BY SUBORDINATION AGREEMENTS FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3960, PAGE 2295; OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(DOES NOT AFFECT SUBJECT PROPERTY)**

7. EASEMENT FROM KINGS ORANGE 95 LLC, A MICHIGAN LIMITED LIABILITY COMPANY, TO THE CITY OF FORT PIERCE, FLORIDA, FOR THE USE AND BENEFIT OF FORT PIERCE UTILITIES AUTHORITY, DATED MAY 21, 2010 AND RECORDED JULY 14, 2010 IN OFFICIAL RECORDS BOOK 3212, PAGE 1399; AS AFFECTED BY SUBORDINATION OF CITY UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 3840, PAGE 154; OFFICIAL RECORDS BOOK 3840, PAGE 161; OFFICIAL RECORDS BOOK 3840, PAGE 168. **(DOES NOT AFFECT SUBJECT PROPERTY)**

SHEET 2 OF 6
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

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SURVEYOR'S NOTES:

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JOB #:	20210138	CALC BY:	CY
DATE:	10/26/23	DRAWN BY:	RT
SCALE:	N/A	CHECKED BY:	SEJ

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 9-11-23 Sheet 2

LEGAL DESCRIPTION

NOT A SURVEY

TITLE SEARCH REPORT
FID No.: 1770359
Certification Date: August 7, 2023
American Government Service Corporation has caused to be made a search of the Public Records of St. Lucie County, Florida, ("Public Records"), made a twenty–year search through 08/07/2023 8:00 AM.

8. DEVELOPMENT AND EASEMENTS AGREEMENT BY AND BETWEEN LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. AN OKLAHOMA CORPORATION, AND OB FLORIDA CRE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED OCTOBER 14, 2011 AND RECORDED NOVEMBER 17, 2011 IN OFFICIAL RECORDS BOOK 3340, PAGE 2199; AFFECTED BY QUIT CLAIM DEEDS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 3883, PAGE 2760; OFFICIAL RECORDS BOOK 3999, PAGE 966; OFFICIAL RECORDS BOOK 4000, PAGE 1015; AS AFFECTED BY SUBORDINATION AGREEMENTS FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3960, PAGE 2295; OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON)**

9. ROADWAY CONSTRUCTION AND MAINTENANCE EASEMENTS AGREEMENT BY AND BETWEEN LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. AN OKLAHOMA CORPORATION, AND OB FLORIDA CRE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED OCTOBER 14, 2011 AND RECORDED NOVEMBER 17, 2011 IN OFFICIAL RECORDS BOOK 3340, PAGE 2221; AFFECTED BY QUIT CLAIM DEEDS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 3883, PAGE 2760; OFFICIAL RECORDS BOOK 3999, PAGE 966; OFFICIAL RECORDS BOOK 4000, PAGE 1015; AS AFFECTED BY SUBORDINATION AGREEMENTS FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3960, PAGE 2295; OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON)**

10. CROSS ACCESS EASEMENT AGREEMENT BY AND BETWEEN LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. AN OKLAHOMA CORPORATION, AND OB FLORIDA CRE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED OCTOBER 14, 2011 AND RECORDED NOVEMBER 17, 2011 IN OFFICIAL RECORDS BOOK 3340, PAGE 2231; AFFECTED BY QUIT CLAIM DEEDS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 3883, PAGE 2760; OFFICIAL RECORDS BOOK 3999, PAGE 966; OFFICIAL RECORDS BOOK 4000, PAGE 1015; AS AFFECTED BY SUBORDINATION AGREEMENTS FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3960, PAGE 2295; OFFICIAL RECORDS BOOK 3968, PAGE 1529; OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON)**

11. RESOLUTION NO. 13–121 PRELIMINARY ASSESSMENT RESOLUTION SOLID WASTE, DATED JULY 16, 2013 AND RECORDED JULY 23, 2013 IN OFFICIAL RECORDS BOOK 3541, PAGE 731. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

12. PERPETUAL EASEMENT FROM THOMAS INVESTMENTS, L. C., A FLORIDA LIMITED LIABILITY COMPANY, TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, DATED MAY 18, 2016 AND RECORDED JUNE 23, 2016 IN OFFICIAL RECORDS BOOK 3883, PAGE 2758. **(DOES NOT AFFECT SUBJECT PROPERTY)**

13. UNRECORDED CATTLE LEASE BETWEEN THOMAS INVESTMENTS L. C., A FLORIDA LIMITED LIABILITY COMPANY AND MIDNIGHT CATTLE COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS EVIDENCED BY SUBORDINATION AGREEMENTS FOR TEMPORARY EASEMENTS, DATED FEBRUARY 16, 2017 AND RECORDED MARCH 1, 2017 IN OFFICIAL RECORDS BOOK 3968, PAGE 1529; OFFICIAL RECORDS BOOK 4493, PAGE 2372. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

SHEET 3 OF 6
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JOB #:	20210138	CALC BY:	CY
DATE:	10/26/23	DRAWN BY:	RT
SCALE:	N/A	CHECKED BY:	SEJ

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 9–11–23 Sheet 3

LEGAL DESCRIPTION

NOT A SURVEY

TITLE SEARCH REPORT
FID No.: 1770359
Certification Date: August 7, 2023
American Government Service Corporation has caused to be made a search of the Public Records of St. Lucie County, Florida, ("Public Records"), made a twenty–year search through 08/07/2023 8:00 AM.

14. TEMPORARY EASEMENT FROM THOMAS INVESTMENTS, L. C., A FLORIDA LIMITED LIABILITY COMPANY, TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, DATED OCTOBER 13, 2020 AND RECORDED OCTOBER 19, 2020 IN OFFICIAL RECORDS BOOK 4493, PAGE 2363; AS AFFECTED BY SUBORDINATION AGREEMENT FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON)**

15. TEMPORARY EASEMENT FROM THOMAS INVESTMENTS, L. C., A FLORIDA LIMITED LIABILITY COMPANY, TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, DATED OCTOBER 13, 2020 AND RECORDED OCTOBER 19, 2020 IN OFFICIAL RECORDS BOOK 4493, PAGE 2392; AS AFFECTED BY SUBORDINATION AGREEMENT FOR TEMPORARY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 4493, PAGE 2369. **(AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON)**

16. RESOLUTION 2021–357 GRANTING A MAJOR SITE PLAN FOR A PROJECT TO BE KNOWN AS KINGS HIGHWAY WAREHOUSE, DATED SEPTEMBER 21, 2021 AND RECORDED OCTOBER 7, 2021 IN OFFICIAL RECORDS BOOK 4698, PAGE 2350; AS AFFECTED BY PDS ORDER 2023–023 GRANTING APPROVAL FOR A MINOR ADJUSTMENT TO THE MAJOR SITE PLAN KNOWN AS KINGS HIGHWAY WAREHOUSE RECORDED IN OFFICIAL RECORDS BOOK 4972, PAGE 112. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

17. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT GRANTED TO KINGS HIGHWAY WAREHOUSE, DATED APRIL 14, 2022 AND RECORDED MAY 3, 2022 IN OFFICIAL RECORDS BOOK 4817, PAGE 2676. **(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

18. MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, COLLATERAL ASSIGNMENT OF PROPERTY AGREEMENTS, SECURITY AGREEMENT AND FIXTURE FILING EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN FAVOR OF CADENCE BANK, A MISSISSIPPI BANKING CORPORATION, ACTING IN ITS CAPACITY AS THE ADMINISTRATIVE AGENT APPOINTED PURSUANT TO THE TERMS OF THE LOAN AGREEMENT, DATED JUNE 27, 2022 AND RECORDED JUNE 28, 2022 IN OFFICIAL RECORDS BOOK 4849, PAGE 2558; JOINDER AND CONSENT OF MORTGAGE/LIEN HOLDER RECORDED IN OFFICIAL RECORDS BOOK 4895, PAGE 2092. **(AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

19. UCC FINANCING STATEMENT EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN FAVOR OF CADENCE BANK RECORDED JUNE 28, 2022 IN OFFICIAL RECORDS BOOK 4849, PAGE 2611. **(AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND CAN NOT BE GRAPHICALLY SHOWN)**

20. NOTICE OF COMMENCEMENT EXECUTED BY KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, TO CATAMOUNT CONSTRUCTORS, INC., CONTRACTOR, DATED SEPTEMBER 2, 2022 AND RECORDED SEPTEMBER 8, 2022 IN OFFICIAL RECORDS BOOK 4885, PAGE 2904. **(NOT A SURVEY MATTER)**

SHEET 4 OF 6
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

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JOB #:	20210138	CALC BY:	CY
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SCALE:	N/A	CHECKED BY:	SEJ

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 9–11–23 Sheet 4

LEGAL DESCRIPTION

NOT A SURVEY

TITLE SEARCH REPORT
FID No.: 1770359
Certification Date: August 7, 2023
American Government Service Corporation has caused to be made a search of the Public Records of St. Lucie County, Florida, ("Public Records"), made a twenty–year search through 08/07/2023 8:00 AM.

21. ANNEXATION AGREEMENT EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED SEPTEMBER 11, 2022 AND RECORDED SEPTEMBER 30, 2022 IN OFFICIAL RECORDS BOOK 4894, PAGE 1700.**(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, CAN NOT BE GRAPHICALLY SHOWN)**

22. EASEMENT FROM USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO THE CITY OF FORT PIERCE, FLORIDA, FOR THE USE AND BENEFIT OF FORT PIERCE UTILITIES AUTHORITY, DATED SEPTEMBER 19, 2022 AND RECORDED OCTOBER 3, 2022 IN OFFICIAL RECORDS BOOK 4895, PAGE 2087. **(AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)**

23. UNDERGROUND EASEMENT FROM USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO FLORIDA POWER & LIGHT COMPANY, DATED SEPTEMBER 28, 2022 AND RECORDED OCTOBER 3, 2022 IN OFFICIAL RECORDS BOOK 4895, PAGE 2625. **(DOES NOT AFFECT SUBJECT PROPERTY)**

24. NOTICE OF COMMENCEMENT EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, TO HYPOWER ELECTRICAL, CONTRACTOR, DATED OCTOBER 4, 2022 AND RECORDED OCTOBER 10, 2022 IN OFFICIAL RECORDS BOOK 4899, PAGE 1733. **(NOT A SURVEY MATTER)**

25. NOTICE OF COMMENCEMENT EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, TO CATAMOUNT CONSTRUCTORS, INC., CONTRACTOR, DATED JUNE 16, 2023 AND RECORDED JUNE 19, 2023 IN OFFICIAL RECORDS BOOK 5006, PAGE 236. **(NOT A SURVEY MATTER)**

26. UTILITY EASEMENT BY AND BETWEEN USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND THE CITY OF FORT PIERCE, FLORIDA, FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY, DATED JUNE 9, 2023 AND RECORDED JUNE 27, 2023 IN OFFICIAL RECORDS BOOK 5009, PAGE 1093. **(DOES NOT AFFECT SUBJECT PROPERTY)**

27. NOTICE OF COMMENCEMENT EXECUTED BY KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, TO LTG CARLSON FENCE, LLC, CONTRACTOR, DATED JULY 10, 2023 AND RECORDED AUGUST 3, 2023 IN OFFICIAL RECORDS BOOK 5025, PAGE 1379. **(NOT A SURVEY MATTER)**

28. NOTICE OF COMMENCEMENT EXECUTED BY USEF KINGS LOGISTICS CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, TO 1ST FIRE & SECURITY, INC., CONTRACTOR, DATED AUGUST 2, 2023 AND RECORDED AUGUST 3, 2023 IN OFFICIAL RECORDS BOOK 5026, PAGE 186. **(NOT A SURVEY MATTER)**

SHEET 5 OF 6
SEE SHEET 6 FOR SKETCH OF DESCRIPTION

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SURVEYOR'S NOTES:

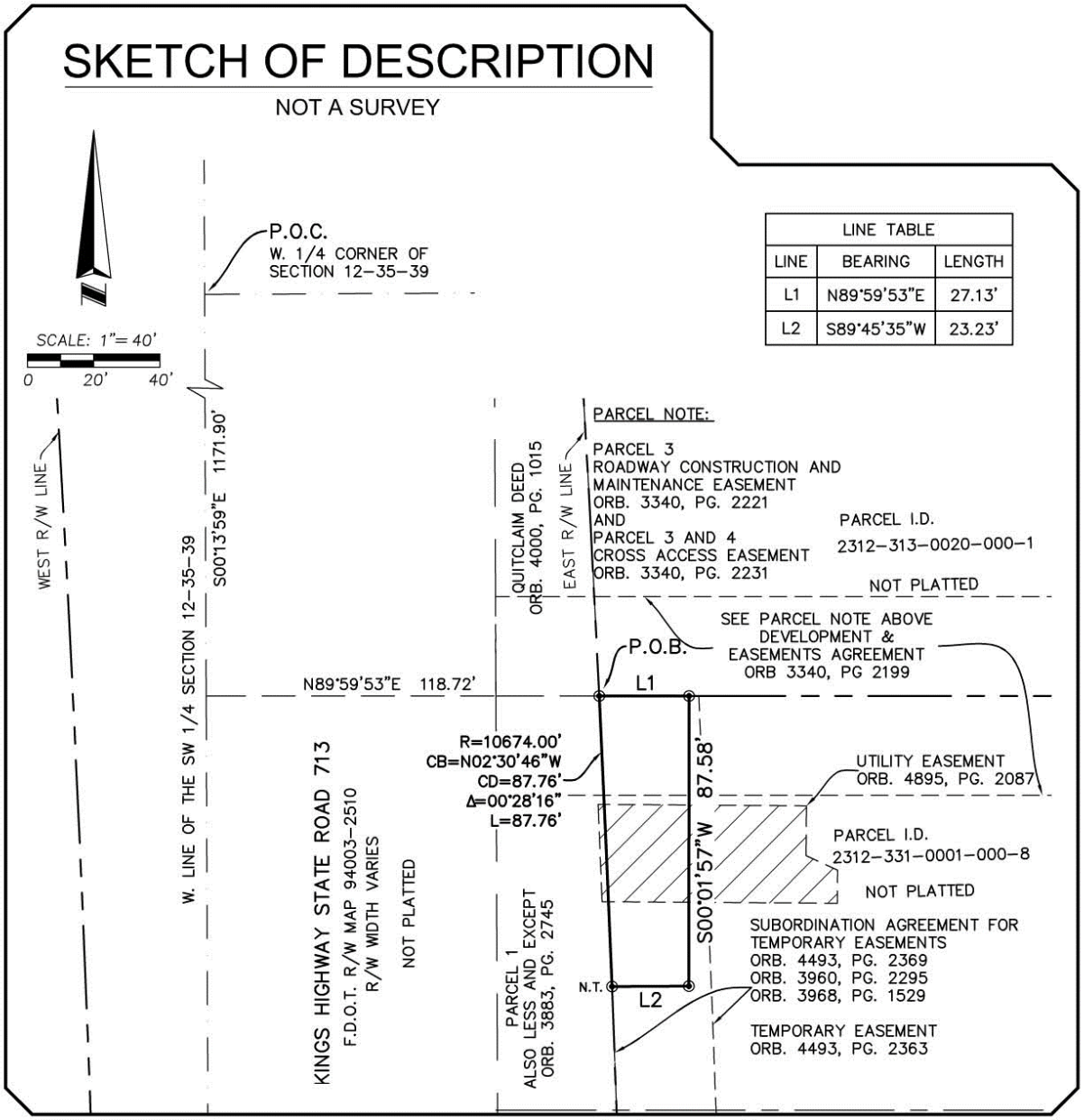
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JOB #: 20210138	CALC BY: CY	FOR THE LICENSED BUSINESS #6723 BY:
DATE: 10/26/23	DRAWN BY: RT	
SCALE: N/A	CHECKED BY: SEJ	JAMES L. RICKMAN, P.S.M. #5633

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 9–11–23 Sheet 5

SKETCH OF DESCRIPTION

NOT A SURVEY



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'53"E	27.13'
L2	S89°45'35"W	23.23'

SYMBOL AND ABBREVIATION LEGEND:

◉ CHANGE IN DIRECTION	R RADIUS	F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
LB LICENSED BUSINESS	CB CHORD BEARING	R/W RIGHT OF WAY
P.O.C. POINT OF COMMENCEMENT	CD CHORD DISTANCE	ORB. OFFICIAL RECORDS BOOK
P.O.B. POINT OF BEGINNING	Δ CENTRAL ANGLE	PG. PAGE
N.T. NOT TANGENT	L ARC LENGTH	

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JOB #: 20210138 CALC BY: CY

DATE: 10/26/23 DRAWN BY: RT

SCALE: 1" = 40' CHECKED BY: SEJ

Drawing name: L:\Data\20210138\sketches\20210138 Sk 3 Sheet 6

City Commission Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 02/20/2024

Re: FPUANet Rate Change Approval

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 24-R08 approving UA Resolution setting new rates for FPUANet

SUMMARY:

On January 16, 2024, the Fort Pierce Utilities Board adopted Resolution No. UA 2024-01 modifying the schedule of rates and charges for services provided by FPUANet. Pursuant to Article XII, Section 176(6) of the Charter of the City of Fort Pierce, Florida, the authority shall fix rates to be charged for gas, electricity, water, sanitary sewer, and other utilities services sold and services rendered; any rate changes or any changes in the formula by which rates are determined must be approved by the City Commission.

RECOMMENDATION:

Adopt Resolution 24-R06

ALTERNATIVES:

Do not adopt or seek additional information.

RESPONSIBLE STAFF:

Linda W. Cox,City Clerk

COORDINATED WITH:

Jason Mittler, FPUAnet Manager

Attachments

24-R08

Exhibit A FPUA Res. UA 2024-01

City Attorney Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/02/2024 09:37 AM

Form Started By: Linda Cox Started On: 01/24/2024 04:24 PM

Final Approval Date: 02/02/2024

RESOLUTION NO. 24-R08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING RATE CHANGES FOR FPUANet SERVICES AS CONTAINED IN RESOLUTION NO. UA 2024-01 ADOPTED BY THE FORT PIERCE UTILITIES AUTHORITY BOARD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City of Fort Pierce Charter, Article XI, Section 169, the Fort Pierce Utilities Authority is responsible for the development, production, purchase, and distribution of all electricity, gas, water, sanitary sewer collection and disposal, and such other utility services as may be designated by resolution by the city commission; and

WHEREAS, the City Commission has encouraged the Fort Pierce Utilities Authority to establish, expand, and provide broadband and other communication services systems; and

WHEREAS, the Fort Pierce Utilities Authority provides such broadband and other communication services systems through the FPUAnet System, and which provides said services throughout its service territory that includes the City of Fort Pierce and the surrounding areas in St. Lucie County; and

WHEREAS, on December 20, 2021, the City Commission adopted Resolution 21-R67 establishing broadband and other communication services systems as “other utility operations” provided by FPUAnet and establishing rates for such services; and

WHEREAS, on January 16, 2024, the Fort Pierce Utilities Board adopted Resolution No. UA 2024-01, attached as Exhibit “A”, modifying the schedule of rates and charges for services provided by FPUANet; and

WHEREAS, pursuant to Article XII, Section 176(6) of the Charter of the City of Fort Pierce, Florida, the authority shall fix rates to be charged for gas, electricity, water, sanitary sewer, and other utilities services sold and services rendered. Provided, however, said utilities authority shall submit any rate changes or any changes in the formula by which rates are determined to the City Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The City Commission of the City of Fort Pierce, Florida hereby approves the proposed rate changes as contained in Resolution No. UA 2024-01, attached hereto as Exhibit “A”, and made a part hereof.

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 WHEREOF, this Resolution has been duly adopted this 20th day of February, 2024.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

_____
Sara K. Hedges, Esq.
City Attorney

EXHIBIT A

FPUA Resolution No. UA 2024-01

RESOLUTION NO. UA 2024-01

A RESOLUTION ESTABLISHING THE SCHEDULE OF RATES AND CHARGES FOR THE SERVICES AND FACILITIES FURNISHED BY THE FPUANET SYSTEM OF THE FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, AND PROVIDING FOR SCRIVENER'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Fort Pierce Utilities Authority was established by the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972; and

WHEREAS, Pursuant to Article XII, Section 169 of the Charter of the City of Fort Pierce, Florida, the Fort Pierce Utilities Authority is responsible for the development, production, purchase and distribution of all electricity, gas, water, sanitary sewer collection and disposal, and such other utility services as may be designated by the City Commission; and

WHEREAS, The City Commission has authorized and encouraged the Fort Pierce Utilities Authority to establish, expand, and provide broadband communication services; and

WHEREAS, the Fort Pierce Utilities Authority provides such services through the FPUAnet System, and which provides said services throughout its service territory that includes the City of Fort Pierce and the surrounding areas in St. Lucie County; and

WHEREAS, on November 16, 2021, the Board adopted Resolution No. UA 2021-14 pursuant to Article XII, Section 169 of the Charter of the City of Fort Pierce, Florida, the Fort Pierce Utilities Authority and the City Commission designating, approving and reauthorizing the Fort Pierce Utilities Authority to provide broadband communication services through FPUAnet; and

WHEREAS, the Board desires to amend Resolution No. UA 2021-14 to amend the rates and charges and add additional services as set forth herein.

NOW, THEREFORE, be it resolved by the Fort Pierce Utilities Authority (FPUA), Fort Pierce, Florida:

SECTION I: FPUANET BROADBAND. The schedule of rates, fees and other charges to be imposed for the services and facilities furnished by the FPUAnet system of FPUA shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the resolution entitled General Rules and Regulations Governing the Provision of Utility Service. FPUA shall charge and collect for service based on availability, applicability, character of service, and Tax Adjustment. The schedule thereof, which shall be applicable to all services provided by FPUA, with the exception of certain authorized contracts, shall be implemented as follows:

A. AVAILABILITY OF SERVICE:

1. RESIDENTIAL. a Internet Service is available by the request of the authorized property owner or legal tenant, if one or more of the following criteria are applicable:

a. Service location is a single-family residence (detached home, townhome, duplex, or other) serviced by a single electric meter
b. Service location is an apartment, or condominium with a building with individual living units serviced by a single electric meter
c. Service location is a mobile home or other living accommodation serviced by a single electric meter

Each dwelling unit in multiple unit residential dwelling complexes shall be considered as a separate Customer and shall be separately billed.

2. COMMERCIAL. Commercial Internet Service is available by the request of the business owner or authorized business representative, if one or more of the following criteria are applicable:

a. The service location is duly licensed to undertake an individual trade, business or profession in the city, county, or state where internet service is available by the utility.
b. Service location is currently classified as a commercial customer
c. Requires one standard Business Optical Network Terminal (ONT)

3. ENTERPRISE. Enterprise Internet Service is available by the request of the business owner or authorized business representative, if one or more of the following criteria are applicable:

a. The service location is duly licensed to undertake an individual trade, business or profession in the city, county, or state where internet service is available by the utility.
b. Service location is a single location that has multiple dwelling or business units that are served under a single billing account
c. Public or Private ownership
d. Service Level Agreement (SLA) is included

4. SMART Utility Service. SMART Utility service may be provided to the FPUA when service is available if one or more of the following criteria are applicable:

a. If service is required to communicate with an FPUA field asset that can communicate over the internet.
b. If service is required to communicate with an FPUA field asset that can communicate over the FPUAnet Network.

B. **CHARACTER OF SERVICE:** Broadband service is a fiber-based broadband data service leveraging Internet Protocol (IP) technology. Internet services are subject to network availability at the service address. Internet services are provisioned with the symmetrical upload and download speeds, subject to availability, network latency, overhead, splices, power outages, and network or customer premise equipment conditions in addition to other possible factors. Internet service activation requires the placement of a fiber drop to service the premise and the installation of customer premise equipment.

C. MONTHLY RATES AND CHARGES:

Speed (Mbps)	Enterprise	Commercial	Residential	SMART Utility Service
100	*	$79	$49	**$30
300	*	$119	$69	N/A
500	*	$179	$79	N/A
1000	*	$249	$99	N/A
2000	*	$299	$149	N/A
5000	*	N/A	N/A	N/A
10000	*	N/A	N/A	N/A
*Enterprise internet rates are priced by quote only. ** SMART Utility Service requires a one time $250 equipment fee and may require additional contribution in aid charge when service is not readily available				
Static IP Addresses	$10 for /32 Block (1 IP) $35 for /29 Block (8 IP) *Enterprise Service includes /32 Block			
Wireless Router	$12			

1. PROMOTIONAL RATE(S): FPUAnet may offer service rates for promotional purposes with the approval of the Director of Utilities. All promotional rates will be based on an acceptable rate of return. The promotional rate will be offered and provided to any eligible customer that meets the defined parameters for the established time period. A record of promotional offerings and their parameters will always be maintained. Termination of service prior to the end of a promotional offering may be subject to cost recovery.

SECTION II: OVER THE TOP SERVICES. Over The Top (OTT) Service is defined as an additional service that FPUAnet provides across it's IP Network. The schedule of rates, fees and other charges to be imposed for the OTT Services shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the resolution entitled General Rules and Regulations Governing the Provision of Utility Service. FPUA shall charge and collect for service based on availability, applicability, character of service, and Tax Adjustment. The schedule thereof, which shall be applicable to all services provided by FPUA, with the exception of certain authorized contracts, shall be implemented as follows:

A. TECHSHIELD: TechShield is a subscription that provides consumers with complete protection for their technology, online accounts, files, photos and devices. Available in two plans, the base package includes protection and security for five computers and five mobile devices as well as a password manager and cloud backup. TechShield Support includes everything in the base package plus additional cloud backup and remote premium technical

support. Services include virus and spyware removal, software installations, computer software and system repair and much more. TechShield allows you to provide a complete technology solution, with protection and support, for your residential customers.

B. TECHSHIELD PROFESSIONAL: Tech Shield Professional is a subscription that provides a security software suite and productivity solution developed to meet the needs of your business customers. This plan includes advanced endpoint security, password management and cloud backup. Endpoint security is available for computers, servers and mobile devices. TechShield Professional Support includes everything in the Professional package plus remote premium technical support. Installation assistance is provided to ensure optimal setup and ease for ongoing use. Help businesses in your community protect themselves from the evolving and growing number of cyberattacks.

C. MONTHLY RATES AND CHARGES:

	Residential	**Commercial**
TechShield	$7.99	N/A
TechShield Support	$9.99	N/A
TechShield Professional	N/A	$9.99
TechShield Professional Support	N/A	$14.99

SECTION III: DARK FIBER. The schedule of rates, fees and other charges to be imposed for the services and facilities furnished by the FPUAnet system of FPUA shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the resolution entitled General Rules and Regulations Governing the Provision of Utility Service. FPUA shall charge and collect for service based on availability, applicability, character of service, and Tax Adjustment. The schedule thereof, which shall be applicable to all services provided by FPUA, with the exception of certain authorized contracts, shall be implemented as follows:

A. CHARACTER OF SERVICE: Dark Fiber service is a dedicated fiber pair creating a communications pathway between two demarcations via FPUAnet's optical fiber infrastructure.

B. MONTHLY RATES AND CHARGES: Dark Fiber rates are based on quote only.

SECTION IV: OTHER PROVISIONS.

A. ANNUAL INDEXING PROVISION. In order to ensure that FPUA rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust in March of each year, the FPUAnet monthly rates and charges of the system based on the rolling 12-month average of the Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics without further action by the City Commission of the City of Fort Pierce. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the system, such adjustment shall not carry forward to future years.

B. TAX ADJUSTMENT. The amount computed at the above Monthly Rate shall be subject to taxes, assessments, and surcharges imposed by any governmental authority.

C. INTERRUPTION OF SERVICE. FPUAnet will make every reasonable attempt to provide continuous service but does not guarantee a continuous service and shall not be liable for interruptions of service, reduced or intermittent service, a failure to commence service, or any losses or damages caused by events beyond the control of FPUAnet, including, but not limited to, flood, fire, earthquake, storms, inclement weather or weather related incidents, and other acts of God, an epidemic or pandemic outbreak, war, invasion, hostilities, terrorism or other violent acts by any foreign or domestic agent, any strike, labor stoppage, riot or civil unrest, unexpected shortages of materials, equipment or supplies, embargoes or blockades, or the failure or breakdown of FPUA, its suppliers, equipment or facilities, or an action or order of any agency having jurisdiction over FPUAnet or the premises, or for interruptions which are necessary for inspection, repair, upgrade or changes to the FPUAnet system or service. The Customer shall notify FPUAnet immediately of any defects, trouble, or accident which may in any way affect the delivery of service by FPUAnet.

SECTION V. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION VI. REPEAL. All prior inconsistent resolutions adopted by the FPUA Board are hereby expressly repealed to the extent of the conflict.

SECTION VII. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION VIII. EFFECTIVE DATE. This Resolution and all rate changes referred to therein shall take effect the first billing cycle of the next billing month after the FPUA Board adopts and, if required, the City Commission of the City of Fort Pierce, Florida approves such resolutions.

ADOPTED THIS 16th day of January, 2024.

ATTEST:

Secretary

Chair

Approved as to form and correctness:

Fort Pierce Utilities Authority Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: LINDA COX, CITY CLERK

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: FPUANET RATE CHANGE APPROVAL - TRACK CHANGES

CAO RLS FILE: RLS 24-21

DATE: JANUARY 31, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Resolution. Such has been uploaded in a Track Changes version and a Clean Copy version to Agenda Quick. The Clean Copy version is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

City Commission Regular Meeting - 5:05 pm **13. c.**

Meeting Date: 02/20/2024

Re: ATF Lease of Sunrise Center

Submitted For: Mike Reals, Public Works Manager, Public Works

---

SUBJECT:

Resolution 24-R09 Authorizing the City to enter into a lease with the United States of America for tenant, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), of the 4th Floor of the Sunrise Center, 310 Orange Avenue.

SUMMARY:

The City originally responded to a solicitation by the GSA for office space for the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

RECOMMENDATION:

Staff recommends a thorough review of the lease, as well as the attached documents, and determine if they meet the City Commission's strategic goals.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Mike Reals, Director of Public Works

COORDINATED WITH:

Colliers International
City Attorney
City Manager

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	FY2024
Account:	0016000562000
Amount:	1,300,000.00

OTHER INFORMATION:

The anticipated cost to build out to the 4th floor is $1,300,000.00.

Attachments

Fort Pierce GSA Final Presentation
24-R09 Resolution
Final Lease

Lease Exhibits
RLS Approval
City Attorney Memo to Commission 9-1-23
City Attorney Memo to Commission 10-11-23
Small Business Plan
Small Business Plan Calculations
Updated General Clauses
Updated General Clauses - Tracked

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/13/2024 04:45 PM
City Manager	Nick Mimms	02/14/2024 02:17 PM

Form Started By: Mike Reals Started On: 02/13/2024 08:17 AM
Final Approval Date: 02/14/2024



Department of Justice

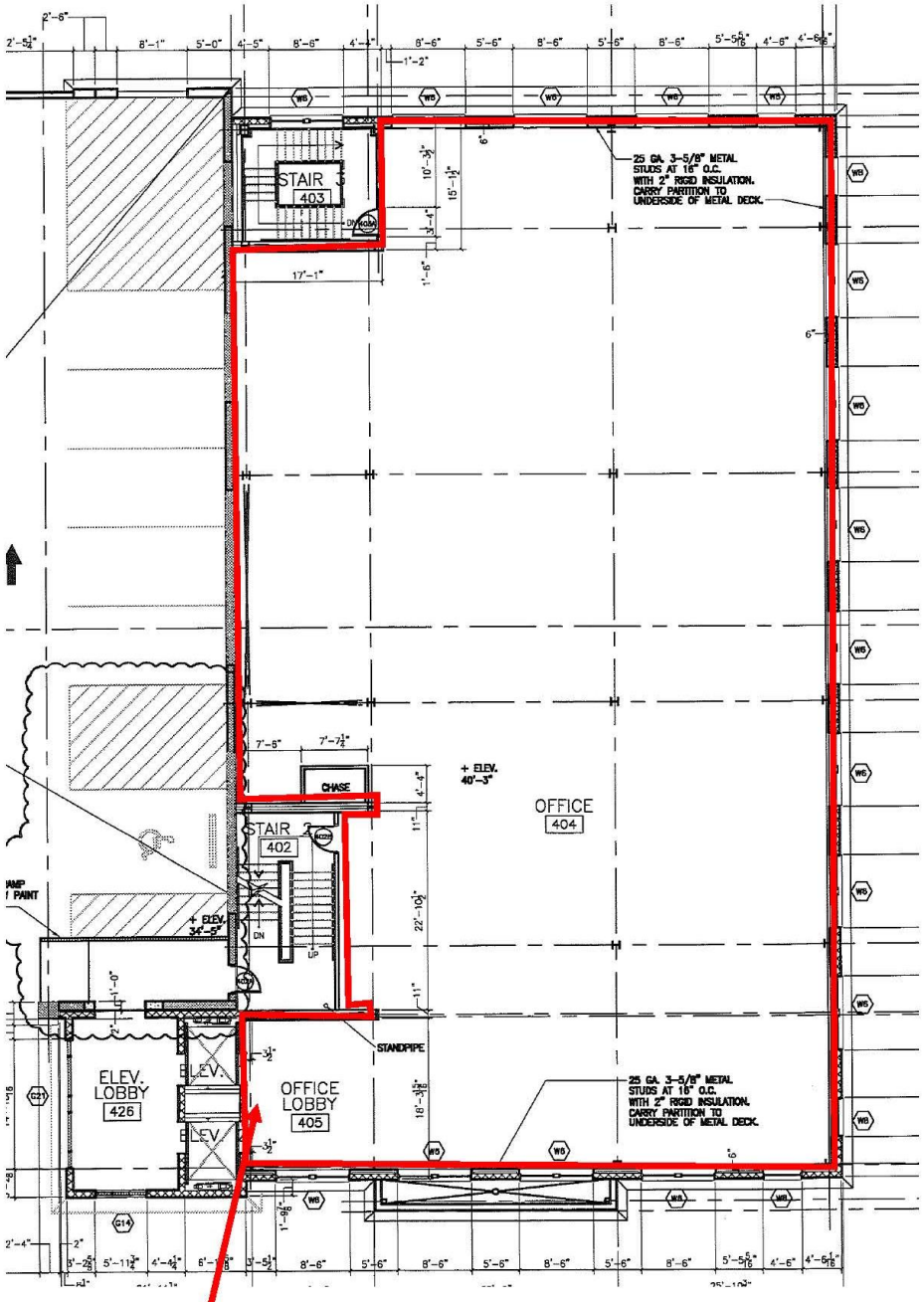
Bureau of Alcohol, Tobacco & Firearms

Sunrise Center, 310 Orange Avenue – 4th Floor

Presented by: Colliers International

Exhibit A

Exhibit A to Lease GS-04P-LFL00449
4th Floor



Primary Suite Entrance

Exhibit B

PARKING - RESERVED

Twenty-one (21) reserved and secured parking spaces on top level of parking garage.

Method of secured parking to be mutually determined during design phase (subject to City codes/requirements).

In lease we eliminated the “standard” requirements (barbed wire, etc.) and included “The Government agrees to secure their reserved parking spaces in an aesthetically pleasing manner, subject to Lessor’s reasonable approval”.



Financial Summary – Private Market

Best Case Scenario

Full Floor – 13-year Term
$25 NNN Base Rent
3% Annual base rent escalations
6 Months of Free Gross Rent
$50.00/RSF Tenant Improvement (raw space)
7 % Brokerage commission
$1.9M Net Income (Total) to City

GSA – Upfront Capital Cost/Expenses

Buildout Costs			
	PRSF	*Aggregate*	
	$91.08	$586,111	**Tenant Improvement Allowance.** It will be used to buildout ATF's space. **It is amortized into the rental rate we have offered. 6% Project Mgmt ($40k) and 9% Architect/Engineer ($60k) can be used from allowance**
	$10.91	$70,200	**Building Specific Amortized Capital Allowance.** It will be used for security related improvements at the property. **It is amortized into the rental rate we have offered**.
	$60.00	$386,100	**Building Shell Costs.** This includes the cost of restrooms, the ceiling, lights and HVAC ducting. **This is amortized and built into our offered shell rental rate**.
Subtotal:	**$162**	**$1,042,411**	
	$37	$241,055	**Brokerage Fees/Colliers & Public Properties (GSA's Broker).**
TOTAL:	**$199**	**$1,283,466**	

Additional Considerations:

- If total buildout budget (after bids) exceeds allowance, GSA **shall** have 3 options (changed in lease from "may")
  - reimburse for overage (at project completion)
  - Reduce Scope of work to fit budget/TI allowance
  - Amortize overage into an Increase in rent over term of lease

Financial Summary – GSA

Total rent received by City over firm (13 year) term = **$4.5M**

Total expenses - **~$2.2 million** (~1.3 million in upfront capital + operating expenses + periodic services).

Net income to City (over 13-years) - **~$2.3 million**

	Firm Term (Yrs 1-13)	Non-Firm Term (Yrs 14-15)
	Annual Rent	Annual Rent
Shell Rent (Including $60 TI)	$230,539.71	$281,024.30
Operating Costs (CAM – increase 3% per annum)	$53,783.95	$53,783.95
Tenant Improvements Rent ($91.08)	$45,085.50	-
Building Specific Amortized Capital (BSAC - $10.91)	$5,400.00	-
Parking	$12,600.00	$12,600.00
Total Annual Rent	**$347,409.16**	**$347,408.25**

Shell Rent Calculations (includes amortization of shell construction costs):

(Firm Term) $35.83 per RSF (6,435)

(Non-Firm/Renewal Term) $43.67 per RSF (6,435). This rate remains for the non-firm term renewal option. GSA can exercise the renewal option with 120 days notice before the end of the original Lease term.

Operating Costs rent calculations: $8.36 per RSF.

Tenant improvements of $586,111.50 ($91.08/SF) amortized over 13 years.

Building Specific Amortized Capital (BSAC) of $70,200.00 amortized over 13 years.

Parking at a rate of $50.00 per structured parking space per month – 21 reserved spaces.

Next Steps:

- If lease is approved by Commission, GSA will send final lease for execution (via docu-sign). City needs to confirm Small Business Certification.
- City to retain Project Manager “PM” (in TI budget) to assist Public Works
- PM/City issues RFP for Architect (local preference – in TI budget)
- Architect begins/completes drawings, PM/City puts construction plans out to bid (local preference)
- Bids received/approved (if necessary, engage with GSA for over budget option)
- Commence work/buildout

RESOLUTION NO. 24-R09

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA **AUTHORIZING THE LEASE OF THE 4TH FLOOR OF THE SUNRISE CENTER, 310 ORANGE AVENUE, FORT PIERCE, FL, TO THE UNITED STATES OF AMERICA FOR TENANT, BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF);** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH**;** AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, through its representative, Colliers International, responded to GSA RLP No. 6FL0489 – Amendment #5 issued on April 14, 2022 offering space in the Sunrise Center, 4th Floor, for lease as general/administrative offices for the tenant, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF); and

WHEREAS, on December 12, 2022, Colliers International made a presentation to the City Commission regarding the general terms and lease requirements for the proposed lease; and

WHEREAS, on February 21, 2023, Colliers International provided an update to the City Commission regarding the status of the lease review; City Commission consensus was to move forward with the lease agreement with additional clarification on the requirements; and

WHEREAS, on October 16, 2023, the City Commission voted to enter into the then provided lease agreement with the United States Government, through the General Services Administration (GSA), with a vote of 3 to 2; and

WHEREAS, the City executed the then provided lease agreement approved at the October 16, 2023 meeting; and

WHEREAS, The United States of America, through GSA, would not execute the approved lease agreement due to subsequent updates to the General Clauses Exhibit that were not included in the October 16, 2023 approved lease agreement and without the Small Business Subcontracting Plan being submitted by the City; and

WHEREAS, the General Clauses updates are of significance and require approval of a new lease document by the City Commission; and

WHEREAS, the Small Business Subcontracting Plan has been created and attached to the new Lease Agreement as an exhibit; and

WHEREAS, the City desires to enter into the current Lease Agreement No. GS-04P-LFL00449, attached hereto as Exhibit “A”, with the United States of America, by and through GSA, for lease of the Fourth Floor of the Sunrise Center, 310 Orange Avenue, Fort Pierce, FL, for use by tenant, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City Commission does hereby authorize the execution of the Lease Agreement from the City of Fort Pierce to the United States of America, through GSA, for the purpose of office space for tenant Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), attached hereto and incorporated by reference as Exhibit “A”.

SECTION 2. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the execution of the Lease Agreement.

SECTION 3. 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, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 20th day of February, 2024.

ATTEST:

_____
Linda Hudson, Mayor

_____
Linda W. Cox
City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Sara K. Hedges
City Attorney

A. This Lease is made and entered into between

City of Fort Pierce

(Lessor), whose principal place of business is 100 N. US Highway 1, Fort Pierce, FL 34950-4205 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Sunrise Center
310 Orange Avenue
Fort Pierce, FL 34950-4418

and more fully described in Section 1 and Exhibit **A,** together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 13 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof**,** the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

_____

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

_____

Name: _____

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

WITNESSED FOR THE LESSOR BY:

_____

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **6,435** rentable square feet (RSF), yielding **5,850** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **4th** floor(s) and known as Suite(s) **400**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **10.0** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) MODIFIED PARAGRAPH

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **21** parking spaces as depicted on the plan attached hereto as Exhibit **B,** reserved and secured for the exclusive use of the Government, of which **21** shall be structured/inside parking spaces, and **0** shall be surface/outside parking spaces. The Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. The parking charges in Section 1.03(B) shall apply for any parking spaces other than the 21 reserved and secured spaces. The Government agrees to secure their reserved parking spaces in an aesthetically pleasing manner, subject to Lessor's reasonable approval.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. The Government agrees to affix their antenna equipment in an aesthetically pleasing manner, subject to Lessor's reasonable approval.

1.03 RENT AND OTHER CONSIDERATION (OCT 2021)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM Y1 – Y13	NON-FIRM TERM Y14 – Y15
	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$230,539.71	$281,024.30
OPERATING COSTS[2]	$ 53,783.95	$ 53,783.95
TENANT IMPROVEMENTS RENT[3]	$ 45,085.50	$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)[4]	$ 5,400.00	$0.00
PARKING[5]	$ 12,600.00	$ 12,600.00
TOTAL ANNUAL RENT[6]	**$347,409.16**	**$347,408.25**

[1]Shell rent calculation:
(Firm Term) $**35.83 (rounded)** per RSF multiplied by the RSF stated under Paragraph 1.01
(Non-Firm Term) $**43.67 (rounded)** per RSF multiplied by the RSF stated under Paragraph 1.01
[2]Operating Costs rent calculation: $**8.36** per RSF multiplied by the RSF stated under Paragraph 1.01
[3]Tenant Improvements of $**586,111.50** are amortized at a rate of **0.0** percent per annum over **13** years.
[4]Building Specific Amortized Capital (BSAC) of $**70,200.00** are amortized at a rate of **0.0** percent per annum over **13** years
[5]Parking costs described under sub-paragraph B below
[6]Total Annual Rent does not reflect reduction for free rent (if applicable). See subparagraph C below.

B. Parking shall be provided at a rate of $**50.00** per parking space per month (structured/inside), and $**0.00** per parking space per month (surface/outside).

C. INTENTIONALLY DELETED

D. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **5,850** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

K. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. **Public Properties, LLC** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is $**170,359.10*** and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only $**90,290.32** of the Commission will be payable to **Public Properties, LLC** with the remaining $**80,068.78,** which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month **1** Rental Payment $**28,950.76** minus prorated Commission Credit of $**16,013.76** equals $**12,937.00** adjusted **1st** Month's Rent.**

Month **2** Rental Payment $**28,950.76** minus prorated Commission Credit of $**16,013.76** equals $**12,937.00** adjusted **2nd** Month's Rent.**

Month **3** Rental Payment $**28,950.76** minus prorated Commission Credit of $**16,013.76** equals $**12,937.00** adjusted **3rd** Month's Rent.**

Month **4** Rental Payment $**28,950.76** minus prorated Commission Credit of $**16,013.76** equals $**12,937.00** adjusted **4th** Month's Rent.**

Month **5** Rental Payment $**28,950.76** minus prorated Commission Credit of $**16,013.74** equals $**12,937.02** adjusted **5th** Month's Rent.**

*Total commission earned is based on tenant improvement allowance (TIA) per the original RLP and does not include any increase to the TIA.
** Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (OCT 2016) MODIFIED PARAGRAPH

The Government may terminate this Lease, in whole, at any time effective after the Firm Term of this Lease, by providing not less than **90** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (OCT 2016)

A. This Lease may be renewed at the option of the Government for a term of **5 YEARS** at the following rental rate(s):

	OPTION TERM, YEARS 16 – 20	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	**$281,024.30**	**$43.67**
OPERATING COSTS	OPERATING COST BASE SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **120** days before the end of the original Lease term or any extension thereof; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

B. Termination rights outlined in the "Termination Rights" paragraph apply to all renewal terms.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2021)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	2	B
AGENCY REQUIREMENTS	89	C
SECURITY REQUIREMENTS	9	D
GSA FORM 3517B GENERAL CLAUSES (REV 12/23)	23	E
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)	4	F
REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) **5**	2	G
SMALL BUSINESS SUBCONTRACTING PLAN	11	H

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **$100.19** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **0.0** percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government shall elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (OCT 2020)

For pricing TI and BSAC costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER (A/E) FEES (% OF TI AND BSAC CONSTRUCTION COSTS)	**9.0%**

LESSOR'S PROJECT MANAGEMENT FEE (% OF TI AND BSAC CONSTRUCTION COSTS)	**6.0%**

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is **$12.00** per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of **0.0** percent.

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government shall elect to:

1. Reduce the security countermeasure requirements;

2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or

3. Negotiate an increase in the rent.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2021)

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **22.98** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **6,435** RSF by the total Building space of **28,000** RSF. The tax parcel number is **2410-503-0090-000/6**.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at RET.GSA.GOV or a successor portal.

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be $**8.36** per RSF.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by $**1.50** per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- $ **55.00** per hour for the entire Space.

B. INTENTIONALLY DELETED

1.17 ~~ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)~~ INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

A. Lessor and Government agree that Lessor is to build out restrooms in leased Premises, at Lessor's sole cost, at a ratio that meets the specifications set forth in Section 3.37 of this Lease.

1.19 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED

1.20 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021)

Lessor's Unique Entity Identifier (UEI)

UEI-SAM: **HD7SD9PNKNA5**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.

C. Building. Building(s) situated on the Property in which the Premises are located.

D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."

E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI**/** BOMA standard for the type of space to which the CAF shall apply.

F. Contract. "Contract" shall mean this Lease.

G. Contractor. "Contractor" shall mean Lessor.

H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.

J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

L. Lease Term Commencement Date. The date on which the lease term commences.

M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).

N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.

Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute**/**Building Owners and Managers Association (ANSI**/**BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI**/**BOMA Office Area.

S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than $250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:
a) waste, or,
b) damages, or restoration arising from or related to:
(1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
(2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (OCT 2021)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission according to the Commission Agreement signed between the Lessor and Broker. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2021)

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space. This representation must be completed annually.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the

Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all such notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may

memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be

made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within **30** days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.

2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.

3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.

2. Issuance of required permits for construction of the TIs.

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 ~~LABOR STANDARDS (JAN 2022)~~ INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. Unless waived by the LCO, the Lessor shall submit a reuse plan for leases 10,000 RSF or greater. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.04 ~~CONSTRUCTION WASTE MANAGEMENT (OCT 2021)~~ INTENTIONALLY DELETED

3.05 WOOD PRODUCTS (OCT 2019)

A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

B. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

C. INTENTIONALLY DELETED

3.06 ADHESIVES AND SEALANTS (OCT 2019)

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

B. INTENTIONALLY DELETED

3.07 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many

aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.10 VESTIBULES (OCT 2020)

A. Vestibules shall be provided at public entrances wherever entry to the Space is directly from the outside. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. For measurement purposes, vestibules are considered building support space and not ABOA.

B. INTENTIONALLY DELETED

3.11 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.13 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.15 ELEVATORS (OCT 2020)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.16 ~~BUILDING DIRECTORY (OCT 2021)~~ INTENTIONALLY DELETED

3.17 ~~FLAGPOLE (SEP 2013)~~ INTENTIONALLY DELETED

3.18 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.19 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.20 CEILINGS (OCT 2019)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory environmentally preferable criteria related to biobased content as outlined under the Green Procurement Compilation at https://sftool.gov/greenprocurement and https://sftool.gov/greenprocurement/green-products/3/building-finishes/1732/acoustical-ceiling-tiles/0?addon=False.

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.22 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.23 WINDOWS (OCT 2020)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All exterior window assemblies shall be weather resistant and water tight. Operable windows that open shall be equipped with secure latches. Off-street, ground-level windows and those accessible from adjacent roofs and other structures that can be opened must be fitted with a secure latch. Windows intended for use as a secondary means of egress must be openable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

3.24 PARTITIONS: GENERAL (OCT 2019)

A. Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at HTTPS://SFTOOL.GOV/GREENPROCUREMENT and https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False.

3.25 PARTITIONS: PERMANENT (OCT 2019)

A. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting the applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at HTTPS://SFTOOL.GOV/GREENPROCUREMENT and https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False.

3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2019)

A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

F. INTENTIONALLY DELETED

3.27 WALL FINISHES – SHELL (SEP 2015)

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.28 PAINTING – SHELL (OCT 2019)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

C. INTENTIONALLY DELETED

3.29 FLOORS AND FLOOR LOAD (OCT 2019)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.30 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.32 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.33 ELECTRICAL (OCT 2019)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase120/208 volt service for leases spaces over 25,000 RSF. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power

distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.35 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.36 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.37 RESTROOMS (OCT 2021)

A. If this Lease is satisfied by new construction or by renovations that include the construction of restrooms, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the schedule below. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If future renovations requiring restroom construction occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction of a restroom is occurring, at a minimum, separate restroom facilities for men and women shall be provided with sufficient fixtures (water closets, sinks and urinals), in accordance with local code or ordinances.

C. Each restroom shall have water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open. These facilities shall be located on each floor occupied by the Government in the Building and shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms.

D. Restrooms must meet ABAAS requirements as stated under this Lease.

E. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold the equivalent of at least two standard-sized rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. Newly installed restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.38 ~~PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019)~~ INTENTIONALLY DELETED

3.39 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2021)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality that corresponds with how the HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 62.1-2004.

F. For all refrigerant-containing equipment with over 50 pounds of ozone-depleting substances (including chlorofluorocarbons- CFCs or hydrochlorofluorocarbons- HCFCs), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program for acceptable substitutes and alternatives to ozone-depleting substances when equipment is replaced, comes to its end of useful life, or when newly purchased. Upon request, the Lessor must provide to the Government the type of refrigerant used in chillers and HVAC systems, and the date by which the Lessor plans to replace ozone depleting substances with acceptable refrigerant substitutes in accordance with EPA's SNAP program.

G. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph E above. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at HTTPS://WWW.EPA.GOV/GREEN-BOOK.

H. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

I. INTENTIONALLY DELETED

3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2020)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES**:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS**:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shut down the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non-use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. EXTERIOR POWER BACKUP**:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

J. VIDEO SURVEILLANCE SYSTEM (VSS): Lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

3.44 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40
Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.45 ~~SECURITY FOR NEW CONSTRUCTION (AUG 2021)~~ INTENTIONALLY DELETED

3.46 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020)~~ INTENTIONALLY DELETED

3.47 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)~~ INTENTIONALLY DELETED

3.48 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)~~ INTENTIONALLY DELETED

3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)~~ INTENTIONALLY DELETED

3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2021)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. For leases 10,000 RSF or greater:

i. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

ii. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

iii. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

iv. The Lessor shall provide a signed statement explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period.

2. For leases less than 10,000 RSF, the Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

3.51 SYSTEMS COMMISSIONING (OCT 2021)

A. The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. These systems include, at a minimum, heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. The commissioning shall cover work associated with TIs or alterations. In

instances involving minimal improvements, recommissioning is required to ensure that the systems are operating properly**.** In the event the Government exercises a renewal option, recommissioning is required within 60 days after the exercising of the option.

B. The Lessor shall submit a written commissioning plan prior to completion of DIDs. In instances involving minimal improvements not requiring DIDs, the plan is due within 60 days prior to Space acceptance. The plan shall include:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and

2. A description of how commissioning requirements will be met and confirmed.

3.52 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)~~ INTENTIONALLY DELETED

3.53 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)~~ INTENTIONALLY DELETED

3.54 ~~DESIGN EXCELLENCE – LEASE (OCT 2016)~~ INTENTIONALLY DELETED

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2020) MODIFIED PARAGRAPH

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Government-Provided Design Intent Drawings (DIDs): The Government shall prepare and provide to the Lessor the Government's approved DIDs based upon the base Building documents provided by the Lessor as required in the paragraph titled "Documents Incorporated in the Lease" paragraph of this Lease. These DIDs will detail the TIs to be made by the Lessor within the Space. DIDs shall be due to the Lessor within **45** Working Days from award.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set shall include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2 DIDs:
In addition to Level 1 DIDs, the DID set will also include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

C. INTENTIONALLY DELETED

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete the 65% CDs conforming to the approved DIDs not later than **20** Working Days following the approval of DIDs. The Lessor as part of the TI must complete the **90%** CDs not later than **15** Working Days following the approval of the **65%** CDs. The Lessor as part of the TI must complete the **100%** CDs not later than **10** Working Days following the approval of the **90%** CDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **10** Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have **20** Working Days to review the 100% CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **20** Working Days following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within **20** Working Days following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **30** Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **180** Calendar days following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place

and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2020)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat (filling out all sheets, including each division tab, as necessary); (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 GREEN LEASE SUBMITTALS (OCT 2021)

The Lessor shall submit to the LCO:

A. Product data sheets upon request for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.

B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

C. Reuse plan, in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease, if applicable.

D. If the Lessor is unable to comply with the environmentally preferable requirements stated throughout the Lease, he/she must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.

3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

E. Radon test results as may be required by the “Radon in Air” and “Radon in Water” paragraphs in the Lease.

F. Submittal requirements as may be required by the “Construction Waste Management” paragraph in the Lease.

G. Recycling service plan as may be required by the “Recycling” paragraph in the Lease.

H. Signed statement as may be required by the “Indoor Air Quality During Construction” paragraph in the Lease.

I. Written commissioning plan as may be required by the “Systems Commissioning” paragraph in the Lease.

J. INTENTIONALLY DELETED

K. INTENTIONALLY DELETED

L. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2020)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **10** Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **5** Working Days of NTP, the Lessor shall initiate a construction meeting. This meeting may be held in person or virtually, at the discretion of the Government. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (OCT 2020)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **10** Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government’s discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. These meetings may be held in person or virtually, at the discretion of the Government. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph “Building Improvements” are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

E. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Space, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (OCT 2021)

Not later than **30** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number.

4.13 ~~LIQUIDATED DAMAGES (JUN 2012)~~ INTENTIONALLY DELETED

4.14 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED

4.15 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax or construction permits associated with TI buildout)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

4.16 GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2021)

The Government may direct the Lessor to use the Government's designated project management system for post-award and post-occupancy activities. This includes, but is not limited to, design submittals (DIDs, CD, as-builts), schedule submissions, pricing proposals, reuse plans, commissioning plans, and product data sheets.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.

b. Construction. Any draperies to be newly installed shall be made as follows:

i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
iv. Three-fold pinch pleats;
v. Safety stitched intermediate seams;
vi. Matched patterns;
vii. Tacked corners; and,
viii. No raw edges or exposed seams.

c. Use of existing draperies must be approved by the Government.

5.05 DOORS: SUITE ENTRY (OCT 2019)

A. Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. INTENTIONALLY DELETED

5.06 DOORS: INTERIOR (OCT 2019)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. INTENTIONALLY DELETED

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (OCT 2020)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the “Automatic Fire Sprinkler System” and “Fire Alarm System” paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government’s standards and layout requirements.

E. INTENTIONALLY DELETED

5.10 WALL FINISHES (OCT 2019)

If the Government chooses to install a wall covering, the following specifications shall apply:

A. Commercial grade, weighing not less than 13 ounces per square yard.

B. INTENTIONALLY DELETED

5.11 PAINTING – TI (OCT 2019)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors and type of paint acceptable to the Government.

B. INTENTIONALLY DELETED

5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2019)

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. INTENTIONALLY DELETED

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (OCT 2020)

The Lessor shall purchase and install data cable as part of the tenant improvements. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. If the Government chooses to purchase and install data cabling, then the Lessor shall provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets. If the Government chooses to purchase and install data and telecommunications cabling, then the Lessor shall provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.

C. The Lessor shall furnish and install suitably sized junction boxes near the “feeding points” of the furniture panels. All “feeding points” shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor’s electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, “Lighting: Interior and Parking – Shell.” Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. PENDANT STYLE FIXTURES: If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. MIXED FIXTURES: DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a “protection” layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as **8:00** AM to **6:00** PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (OCT 2020)~~ INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool HTTPS://WWW.ENERGYSTAR.GOV/. Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (OCT 2020)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, Lessor shall comply with ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy that corresponds with how the Building's HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 55-2004.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. **Approximately 120** ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as **12,500** BTU per hour. The temperature of this room shall be maintained between **70 and 74** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

H. INTENTIONALLY DELETED

I. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

6.06 OVERTIME HVAC USAGE (OCT 2020)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is $10,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than $10,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (OCT 2021)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., door knobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at https://www.epa.gov/ipm/introduction-integrated-pest-management.

6.08 ~~SELECTION OF CLEANING PRODUCTS (OCT 2021)~~ INTENTIONALLY DELETED

6.09 ~~SELECTION OF PAPER PRODUCTS (OCT 2021)~~ INTENTIONALLY DELETED

6.10 ~~SNOW REMOVAL (OCT 2020)~~ INTENTIONALLY DELETED

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.

2. Lessor shall perform cyclical repainting of the Space every **6** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

   a. Backing or underlayment is exposed;
   b. There are noticeable variations in surface color or texture;
   c. It has curls, upturned edges, or other noticeable variations in texture;
   d. Tiles are loose; or,
   e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every **6** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (OCT 2021)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and that final clearance is achieved.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2021)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements, identified in the CIO P 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the CIO policy and additional information at *HTTP://WWW.GSA.GOV/HSPD12*. This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (OCT 2020)

Upon acceptance of the Space, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 ~~LANDSCAPING (OCT 2019)~~ INTENTIONALLY DELETED

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 ~~RECYCLING (OCT 2021)~~ INTENTIONALLY DELETED

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.
    a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the

contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:
   a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
   b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
      i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
      ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:
   1) The name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated;
   2) The name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information;
   3) Contact information for the named individual; and
   4) A description of the CUI building information provided.

   Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

6.22 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded. .

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

6.23 RADON IN AIR (OCT 2016) MODIFIED PARAGRAPH

Pursuant to Section 404.056, Florida Statutes: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: HTTPS://WWW.EPA.GOV/RADON .

6.24 ~~RADON IN WATER (JUN 2012)~~ INTENTIONALLY DELETED

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2021)

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 48 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified industrial hygienist to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place as soon as possible but no later than 15 calendar days following identification of a potential mold issue as described above. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental consultant experienced in mold assessment. The Lessor shall promptly furnish the mold report to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his

agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.27 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 ~~FLAG DISPLAY (OCT 2016)~~ INTENTIONALLY DELETED

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2021)

The Lessor agrees to the requirements of Facility Security Level **II** attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

1.05 TERMINATION RIGHTS (OCT 2016)
4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)

7.03 ~~ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~ INTENTIONALLY DELETED

7.04 ~~DAILY OCCUPANCY DATA (OCT 2021)~~ INTENTIONALLY DELETED

7.05 PROVISIONAL ACCEPTANCE (FEB 2021)

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

7.06 ADDITIONAL REQUIREMENTS AND REMARKS

1. In the event there is conflicting information in this Lease and the Agency's Requirements, the Agency's Requirements shall govern with the exception in the design for the secured parking. Notwithstanding anything to the contrary in this Lease, the Lessor's Shell Costs shall only be limited to those described in Section 3 of this Lease.

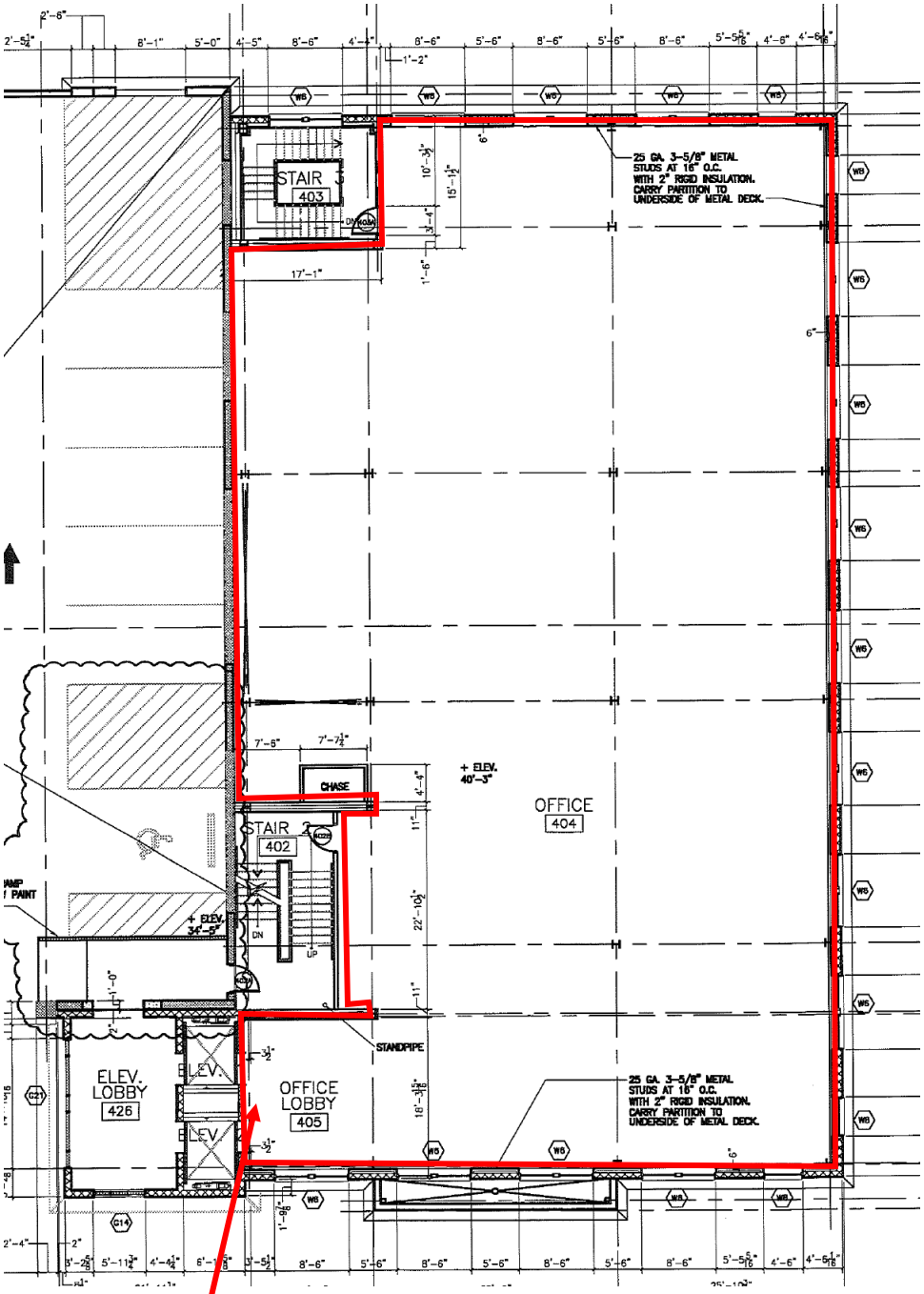
2. Pursuant to Section 6.12(A)(1) of this Lease, common areas shall be defined solely as elevator lobbies of the floors occupied by the Government. The Government and Lessor further agree that the Lessor does not have any obligation to perform any scheduled cyclical repainting or recarpeting after the firm term of this Lease (the first 13 years of the term) unless the Government agrees to convert the then-remaining term to firm term.

3. Notwithstanding anything to the contrary in this Lease, the Government agrees to accept the Property in its "as existing" condition. The two exceptions to this provision are: (1) the portion of the Property that comprises the Government's Occupied Space and (2) the Offeror shall be responsible for ensuring that the Property complies with the applicable fire protection, life safety, and handicap accessibility standards stipulated as per City Code (and represented in this Lease). Such acceptance by the Government of the Property shall not relieve Lessor of continuing obligations for cleaning, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

4. The Government and Lessor agree that the Government's access to the Premises shall be through the entrance on the fourth (top) level of the parking garage as shown in Exhibit B of this Lease.

5. The Government and Lessor agree that the operating costs do not include routine maintenance and/or replacement of security equipment after the one-year warranty period expires. The Government shall be responsible for maintaining their security equipment after the warranty period expires.

Exhibit A to Lease GS-04P-LFL00449



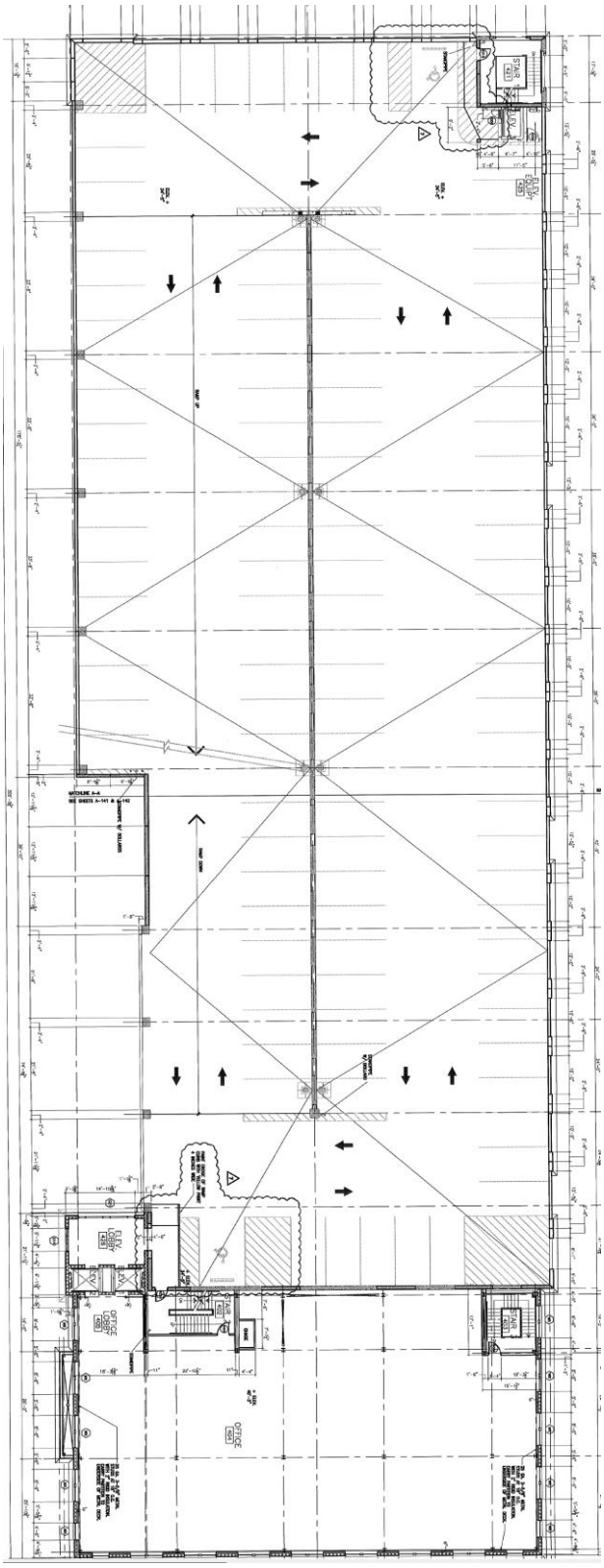
Primary Suite Entrance

Exhibit B to Lease GS-04P-LFL00449



21 reserved and secured parking spaces on top level of parking garage. Method of secured parking to be determined during design phase.

Exhibit B to Lease GS-04P-LFL00449



DEPARTMENT OF JUSTICE

BUREAU OF ALCOHOL, TOBACCO, FIREARMS & EXPLOSIVES

ATF SPACE REQUIREMENTS

Issued: October 8, 2020

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A. GENERAL SPACE REQUIREMENTS

The following is an overview of the Bureau of Alcohol, Tobacco, Firearm and Explosives' (TENANT's) general space requirements. Offices at TENANT can be classified under the following: Headquarter Offices, Division Offices, Field Offices, Satellite Offices, and Flex-Office Space. Office locations are preferred in Class A office buildings while Flex-Office Spaces are usually located at light industrial/warehouse facilities. In addition to offices, there are Off-Site Facilities that are usually located in light industrial/warehouse facilities and consist of warehouse, office and parking spaces. Descriptions of these basic requirements are noted in the following sections.

1. OFFICES

BUILDING LOCATION: The safety and security of TENANT employees, contractors and others employed by TENANT is our primary concern. Our preference is to locate TENANT Offices in Federal buildings when space is available and the building perimeter security is at Department of Justice Level IV or General Services Administration Level D. Office space must be located in a multi-story building with the occupancy of entire floors preferable to partial floor occupancy, above the first floor. Light industrial and warehouse space is excluded from this restriction.

a. CRITERIA THAT ELIMINATES FEDERAL BUILDINGS FROM CONSIDERATION FOR NEW OFFICE SPACE:

i. The office space, in a shared multistory building, is on or below the first floor.

ii. The office space, in a shared multistory building, is on the top floor and rooftop access is located within ATF space.

iii. The building houses immigration, probation, public defenders and/or social services offices and does not have a separate entrance, elevator and parking facility for ATF personnel and visitors.

iv. The only available office space in a proposed building has immigration, probation, public defenders, and/or social services offices on the same floor.

v. The office space is inside a shopping mall or shopping center.

vi. The building houses daycare facilities, abortion clinics, mental health clinics and/or drug rehabilitation clinics.

vii. ~~There is public parking underneath or within the building and/or there is metered or public parking directly in front, behind or next to the building.~~

viii. The building is less than 1,000 feet from residential areas, places of worship, schools, hospitals, prisons, abortion clinics, mental health clinics and/or day care facilities.

ix. Secured parking for ATF official vehicles, either onsite or adjacent to the building site is not available.

x. The building resides in a crime statistical area that is 10 times greater than the national average. Note: This criteria will be measured by utilizing the CRIMECAST model. The CRIMECAST model is based on the criminological theory of social disorganization, which states that there is a proven correlation between the social disorganization in a neighborhood and the amount of loss that occurs there by analyzing neighborhood demographics (excluding race, religion and gender), crime statistics and other databases with known indicators of crime, we are able to provide precise scores indicating a site's risk of crime in comparison to national, state and county averages. A score of 1000 on this analysis indicates 10 times the national average.

xi. Any exceptions or variances to the above listed criteria must be approved in writing, by the Chief, Physical Security Programs Branch. If ATF cannot find a building within the central business district (see Executive Order 12072), which satisfies our security requirements, then ATF must be allowed to expand the delineated area so that a safe, secure building can be found.

b. CRITERIA THAT ELIMINATES COMMERCIAL SPACE FROM CONSIDERATION FOR NEW OFFICE SPACE:

i. Proposed office space is on the first floor or below the first floor of the building.

ii. Proposed office space is on the top floor of the building and rooftop access is within the space.
iii. Proposed office space is inside a shopping mall or shopping center.
iv. Proposed building houses day care facilities, abortion clinics, mental health clinics, or drug rehabilitation clinics, immigration, probations, public defenders, and/or social services (including but not limited to: Social Security Administration (SSA) and Department of Health and Human Services (HHS)) within the building.
v. Proposed building will not or cannot accommodate secured parking for TENANT official vehicles at this facility.
vi. ~~Proposed building or parking facility is within 1,000 feet of agencies or tenants identified in iv. Above~~.
vii. Proposed office space is located in a high crime area or an area that will necessitate more extensive and stringent building security than a generally progressive and alert neighborhood with a low crime rate.
viii. Any exceptions or variances to the above listed criteria must be approved in writing, by the Chief, Physical Security Programs Branch. If TENANT cannot find a building within the central business district (see Executive Order 12072), which satisfies our security requirements, then TENANT must be allowed to expand the delineated area so that a safe, secure building can be found.

c. CRITERIA FOR AWARD OF COMMERCIAL OR LEASED SPACES:
i. A copy of the floor plan for the specific floors being offered by a lessor must be provided to TENANT for review before acceptance of the specific floor and building.
ii. Floors in a specific location that have multiple building core items (multiple elevator banks, multiple stairwells, and multiple mechanical rooms) will not be accepted when they are not centrally located in the center of a space. These items cannot be within TENANT space.

d. PARKING:
i. Secured parking spaces are required for government vehicles. The government requires a parking garage with a secure fenced/divided area or on-grade lot within a secure fenced area. Access to the parking area is required at all times - 24 hours a day/7 days a week (24/7). It is desirable that only TENANT personnel have access to the parking area. If parking cannot be provided on-site (i.e. basement garage, attached building garage, or site lot), parking should be located within a two-block radius of the office. Access to the parking lots must be controlled. Parking lots and all access from the building to the parking lots must be well lit at all times to ensure safety (i.e. a minimum of 10 foot candle level of illumination). Parking spaces cannot be in a shared lot with buildings that house agencies or tenants listed on page 1.

Note any waiver from this requirement will require a review of the specific location by the ATF Physical Security Programs Branch. A waiver may be considered if the market area does not have any locations that can provide a secure parking garage or secure fenced parking.

The minimum requirements for secure parking enclosure are as follows: to be determined during design

~~i. A 9 gauge chain link fence that is a minimum of 8 feet high on concrete slab to concrete slab.~~
~~ii. A top-guard, which is an overhang of three strands of barbed wire, along the top of the 8 feet high fence, shall be installed at a 45 degree angle facing outward.~~
~~iii. Opaque privacy slats pre-inserted or opaque privacy screening.~~
~~iv. An automated sliding vehicle gate and separate pedestrian entrance with pushbutton lock or card reader.~~
~~v. Minimum of three strands of barbed wire running horizontally and continuously along the top of the 8 feet high fence.~~
~~vi. All vertical fence posts shall be embedded in concrete.~~

Prior to signing the lease, the landlord should notify GSA if there are any concerns regarding the parking enclosure. All cost associated with the fence enclosure will be charged against the Tenant improvement allowance or paid by TENANT through the initial construction build-out.

2. OFF-SITE FACILITIES

a. LOCATION

Safety, functionality and security of ATF employees are our primary concerns. A delineated area will be determined on a case-by-case basis. Our preference is to locate ATF Off-Site facilities in areas away from Federal Buildings, building that house probation, public defenders, courts, and/or social services offices. The Off-Site property must be located away from churches, childcare facilities, shopping centers, residential areas, schools, flood plain areas, power plants, electrical transformers farms, night clubs, bars and in close proximity to airport radar dishes and aircraft flight paths. Access to the building must be large enough to accommodate large, long, tall, heavy vehicles.

b. BUILDING MINIMUM REQUIREMENTS

The buildings should be a single story structure, however a two-story building will be considered providing ATF occupies the first and second floors and the building meets ADA requirements. Minimum ceiling clearance in the workshop areas must be 15 feet or greater and the building must have at least one (one) 14 feet high by 12 feet wide electrically operated overhead coiling garage door. The garage door entry must be grade level or have an adequate ramp to drive vehicles in and out of the space. Two (2) garage doors are preferred. If the building does not have existing garage doors, the building must be able to accommodate 14 feet high doors. ATF will not consider any space or facility where other tenants are located above or below them. An additional dock level entry door is desirable.

c. EXISTING OR CUSTOM BUILDING

ATF prefers an existing building, however if after a reasonable search time and GSA has been unable to find a suitable building, ATF will consider a build-to-suite facility. This is the least preferable direction as it usually takes a longer lead time and can be overall more expensive.

d. PARKING

Secured onsite parking spaces are required for government vehicles. Access to the parking area is required at all times (24/7). It is desirable that only ATF personnel have access to the parking area. Parking must be provided on-site. Access to the parking lots must be controlled when possible. Parking lot(s) must be fenced and well lit at all times to ensure safety (i.e. a minimum of 10 feet candle level of illumination is required). ~~Fencing shall be accomplished with standard galvanized chain link fencing 8 feet high with a 2 feet outrigger at the top at an angle of 45 degrees pointing outward. Three strands of barbed wire must be installed on the top of the fence.~~ ATF may park very large vehicles such as Command Vehicles, NRT trucks, Bomb Trailers, Antenna Trailers, Mobile Lab vehicles, etc. at the facility.

3. LIGHT INDUSTRIAL / WAREHOUSE FACILITIES

a. LOCATION

The off-site facility depending on the specific functions and occupants will have an office section and a warehouse section. The warehouse section of the light industrial space must be accessible by vehicle. It is preferred to have a single story building with drive-in capability for large vehicles. For reference purposes some ATF vehicles could be approximately 45 feet long and the entrance to a storage area must accommodate the maneuvering of vehicles of this magnitude.

b. WAREHOUSE SPACE REQUIREMENTS

The warehouse space shall have the following minimum requirements within the facility:

i. Slab to ceiling, minimum 15’-0” clear height
ii. A minimum of 25’ column to column spacing
iii. Drive-in capability (i.e. slab on grade access or ramp access)

iv. At least one (1) 12’ wide by 14’ tall electrically operated overhead garage door
v. Floor drains will be required near inside overhead garage doors
vi. Office space with men’s and women’s handicap restrooms
vii. The space shall be protected with fire sprinklers (non-sprinkler buildings will not be considered)
viii. The work area within the interior vehicle parking space shall be heated
ix. The garage area of some locations will be provided with limited air conditioning
x. Separate HVAC controls for the office and warehouse areas are required
xi. The LAN Room shall be equipped with a 24/7 stand-alone HVAC system
xii. Slab on grade sealed concrete capable of supporting tractor trailer trucks – 6” slab thickness
xiii. Frost-proof exterior hose bib shall be available for ATF use at the 14’ high door location.
xiv. Exterior secured fenced parking
xv. Antenna roof rights
xvi. Some facilities shall require a shipping and receiving space

Note these warehouse requirements may vary from project to project and shall be adjusted as required to support the mission of specific group housed in the facility.

4. SECURITY

a. OFFICES
   i. All security related components will be furnished and installed by TENANT’s security contractor such as the motion detectors, cameras, etc. unless otherwise noted on the space plans or program requirements prepared by TENANT.
   ii. Security Camera Location – Cameras will be potentially placed in all perimeter entrances and adjacent corridors on floor as well as stairwells. A drawing will be provided to the Lessor prior to installation of cameras.

b. OFF-SITE / WAREHOUSE FACILITIES
   i. ATF Security requirements for light industrial warehouse facilities shall be determined by the ATF Physical Security Programs Branch on a case-by-case basis. ATF prefers a building with a minimum of windows. All security related components will be furnished and installed by ATF’s security contractor. Items such as motion detectors, cameras, etc. unless otherwise noted on the space plans or program requirements prepared by ATF. Electrical power requirements for these items shall be shown on the ATF Design Intent Drawings (DID’s) and provided by the owner.
   ii. In some cases windows may have to be treated with the application of blast mitigation laminate to the windows. ATF Physical Security will determine where and what level of protection is to be provided. The safety, cost and functionality will be considered when selecting a location.

5. SPACE PLANS

ATF’s Space Management Branch (SMB) will develop the space plans unless otherwise noted. The Lessor must provide baseline background drawings in AUTOCAD. The drawings must provide the location of all core elements such as: doors, openings, skylights, shafts, stairwells, elevators, columns, enclosures for fire pump, electrical or piping chases, UPS, bearing walls or walls that would influence the basic ATF layout. ATF will provide the DID along with the program of requirements to GSA. GSA will then provide the lessor, building manager, and/or architect with this information.

6. BUILDING EXTERNAL ENVIRONMENT

The quantity and quality of police and fire protection and the general character of the overall external environment shall also be considered in determining the location of the ATF office buildings. ATF space shall not be located in high crime areas or in any area that will necessitate more extensive and stringent building security than a generally progressive and alert neighborhood with a low crime rate. All buildings considered by ATF are required to have well lit exterior sidewalks, parking structures/lots/spaces, and alleys to ensure safety. ~~If a railroad exists near the facility, the building must be located a minimum of 50 feet from an active railroad~~

~~track. Skylights are not desirable but may be accepted.~~

7. SIGNAGE

No external signage identifying ATF presence in a facility is permitted.

a. OFFICES: Internal signage is permitted on the floor where TENANT is located.

b. OFFSITE WAREHOUSES / FACILITIES: Internal signage is discouraged but may be permitted after review and approval by ATF Physical Security Programs Branch.

8. EMPLOYEE PARKING / PUBLIC TRANSPORTATION

a. OFFICES: Regularly scheduled public transportation and/or sufficient parking to cover commuting needs of employees must be located within reasonable and safe walking distance of the office.

b. OFFSITE WAREHOUSES / FACILITIES: Regularly scheduled public transportation and/or sufficient parking to cover commuting needs of employees must be considered, however the nature of the Off-Site operation does not lend itself to the typical office environment. Most off-site locations will include specialized ATF vehicles. It is ATF's desire to locate facilities and vehicles remotely and away from public view.

9. SECURITY CLEARANCE

The Government requires the lessor to submit complete personal history statements for each employee of the lessor as well as employees of the lessor's contractors or subcontractors who will provide continuing building operating services for the property in which the leased space is located. ATF reserves the right to require completed fingerprint charts. ATF also requires this information for employees of the lessor, his contractors, or subcontractors who are hired to perform alterations or emergency repairs for the property.

All contract personnel (i.e. cleaning personnel, maintenance personnel, contractor, sub-contractor, etc.) who are hired to perform alterations or emergency repairs for the property are required to complete a Personnel Security Request (PSR) and pass ATF security background checks before working in ATF space. (See EXHIBIT #1)

ATF through the GSA contracting officer or Contracting Officer's Technical Representative will advise the lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work in ATF owned or leased space. The lessor will be required to provide the same data within 10 working days for the addition of new employee(s) to the work force.

In the event the lessor's contractor/ subcontractor is subsequently replaced, and the new contractor/ subcontractor hires employees who were already cleared, then it is not necessary for them to be cleared again. The contracting officer may require the lessor to submit Form FD-258 and GSA Form 176 for every employee covered by this clause, on a recurring 3-year schedule.

The contractor and subcontractors shall take steps to assure control of the construction drawings. Contractors shall provide a system of controlling access and the safe keeping so to mitigate the possibility of loss of control of ATF drawings. Control of construction drawings shall be a priority item.

Law Enforcement Sensitive material shall not be posted on any websites by contractors/subcontractors to include specifications, drawings or photos.

10. KEY CONTROL

It is ATF's intent to control keys for ATF space and ATF reserves the right to change the entrance locks to all ATF space within the building. If the lessor and/or building manager require access into ATF space after work hours, the Lessor and/or building manager must inform ATF and receive permission to gain access into ATF space. Normally the contractor shall provide construction cores in the door locks and ATF will change the core

to meet ATF requirements. ATF personnel must be present at all times to escort non-ATF personnel.

11. DAYTIME CLEANING, RENOVATION, AND MAINTENANCE

Daytime cleaning shall be included as part of the fully serviced lease that ATF is required to support. Daily cleaning, renovation in existing space, and scheduled maintenance must be conducted during regular business daytime hours between 8 AM to 4:00 PM. All after-hour work must be scheduled through ATF. ATF personnel must be present at all times to escort non-ATF personnel.

12. MAINTENANCE FOR ABOVE STANDARD HVAC ITEMS

Maintenance for all above standard HVAC equipment shall be included as part of the rental consideration. If the HVAC equipment maintenance is not included in the initial rental proposal, adjustments to the rent may be executed after the above standard HVAC is/are installed and in operation.

13. ANTENNA SPACE

At some facilities outside roof space shall be required for the installation of a 22' antenna (to be supplied by ATF). The base station should be located as close to the antenna as possible in a roof top equipment room where available. The antenna mount requires that it be made from 2" rigid conduit that is a minimum of 4' in length and extends a minimum of 4' above the highest point of the roof. The roof must be equipped for routing coaxial cable between the antenna and the base station. If conduit is required, the lessor shall provide conduit with a minimum of 2" inside diameter rigid conduit from the antenna mount to the base station location with no more than a total of 280 degrees of bends. Pull strings and weather head on the end that penetrates the building will also be required. An internal 8-wire, Category 5 cable is required from the ATF office space to the base station location. The lessor shall provide a duplex AC outlet for the base station that is a 20 amp/110 Volt dedicated GFI circuit. The dedicated AC outlet and an earth ground (central building ground) connection shall be located within 3' of the base station location. **The exact location of the antenna and base station must be coordinated with the ATF, Radio Communications Branch located in Gaithersburg, MD and can be contacted at (301)-556- 1040.**

14. SYSTEMS FURNITURE WHIPS

In all ATF projects that incorporate systems furniture, the general contractor shall be responsible for hardwiring one end of the whip (electrical connecting wire) to the building electrical circuits. Note that ATF's systems furniture contractor will install the opposite end of the whip or make the direct connection to the systems furniture.

15. TENANT'S ACCEPTANCE OF SPACE

GSA will formally accept the space for the Government in lease space projects. At a minimum, ATF will require that the build-out of the perimeter of the space (i.e. walls, wire mesh, door installation, and hardware) must be complete prior to completion of the interior build-out of the space. This will help to ensure that perimeter security is in place at the scheduled move date and that an office may be able to complete its move even if some internal construction still needs to be completed.

16. TELECOMMUNICATIONS / LAN CLOSET REQUIREMENTS

At the start of a project (new, relocation, renovation, expansion, etc.), Infrastructure Services Branch (ISB) requests to preview all drawings. An ISB Specialist will preview and locate all jacks for voice and data. Plans will be returned prior to printing the final construction drawings.

Telecommunications/LAN closets are to be located in ATF controlled space.

ISB requires a 3"conduit run between ATF's telecommunications/LAN closet and the building's local telecommunication's Demarc location (first point of presence). This must be a continuous run with no access points or pull boxes. This is to insure security integrity for all voice circuits, data network circuits, security alarm lines and Title III intercept lines. When these lines traverse spaces outside ATF controlled space, it is the utmost priority to insure telecommunications line security.

MULTIPLE FLOOR LOCATIONS

Single 3" conduit runs required between ATF's main telecommunications/LAN closet and each satellite closet on other respective floors. Required for voice riser cabling and the fiber LAN switched backbone. When these lines traverse spaces outside ATF controlled space, it is the utmost priority to insure telecommunications & network security.

MULTIPLE CLOSETS ON SAME FLOOR

Provide one (1) 3" conduit run required between ATF's main telecommunications/LAN closet and each satellite closet. This is only required if backbone runs traverse non-ATF controlled space.

Wall jack locations for offices, rooms and other wall locations are to have a junction box with 1" conduit to above ceiling with a pull string. This is to provide easy access to install cabling in walls that may have wire mesh or sound insulation. Also it provides an easy means to install additional cabling at a later date without having to damage walls. Wall mounted phones locations are to have junction boxes, with conduit and pull string. This provides adequate mounting integrity for wall phone mounting hardware.

System furniture cabling feed point locations are to have a junction box with 1 1/2" conduit to above the ceiling with pull string. This is to provide easy access to install cabling in walls that may have wire mesh or sound insulation. It also provides an easy means to install additional cabling at a later date without having to damage walls.

TELECOMMUNICATIONS / LAN CLOSETS

a. Provide ½" plywood on all walls, from corner to corner, mid-point floor to ceiling, with white or grey paint. (Fire Rated).

b. Furnish with 24/7 air conditioning to provide cooling for all telephone & network equipment, network routers and switches, alarm system and radio equipment. AC equipment needs to handle a minimum sensible load of 12,500 BTU. Locate AC equipment outside the telecommunications/LAN room and duct air into room or provide a water safety pan with shut off under the AC system to prevent water damage to equipment in case of a leak.

c. The room is to have four (4) circuits, dedicated quad outlets, 20 amp/120 volts. One (1) for telephone equipment, one (1) for LAN network equipment, and one (1) for security alarm equipment and one (1) for radio equipment.

d. Provide two (2) "Approved Ground" #6 grounding conductors to building's central grounding point. Reference National Electric Code, Section 250. Locate one (1) grounding point/conductor on the wall next to the telephone equipment location and one (1) next to the Data/LAN rack location.

e. Provide a 2" conduit run from telecommunications/LAN closet to the radio equipment room (if located outside ATF controlled space) or to the roof with roof penetrations (for antenna).

17. <u>LAN ROOM COMPLETION</u>

The LAN room static resistant vinyl composition floor tile, drywall partition, door/frame/hardware (with lockable hardware), plywood blocking, ceiling lights, power outlets (for the security, telephone and data), and air-conditioning unit must be completed once the secure perimeter walls/doors have been erected. This will help ensure that ATF offices have the communications and computer infrastructure and tools needed for their work even if some additional construction still needs to be completed. The LAN room completion date shall be coordinated at the pre-construction meeting.

END OF GENERAL SPACE STANDARD REQUIREMENTS

B. DESIGN AND CONSTRUCTION REQUIREMENTS

1. DESIGN INTENT DRAWINGS

ATF will provide the design intent drawings along with the program of requirements to the Lessor, building manager, GSA representative, and/or architect. The Above Standard Space Requirements section describes ATF's architectural and security standards for each type of office space. The architect shall use these requirements as a guideline in producing the Construction Documents (CD). In the event of a conflict between this document and the Design Intent drawings, the Design Intent Drawings will prevail.

2. SQUARE FOOTAGE

Square footage requirements are noted on the programming documents and are not included in the document herein. Changes to the square footage requirements or variations from the ATF Space Requirement standards must be approved by ATF's Space Management Branch.

3. STANDARD FINISH, DOOR, CEILING, INTERIOR LIGHTING REQUIREMENTS

a. STANDARD FINISHES

ATF's standard finishes are as follows (unless noted otherwise):

i. 26 - 28 ounce (face weight) carpet;
ii. continuous vinyl cove base;
iii. eggshell paint on walls;
iv. semi-gloss on doors and door frames;
v. solid core doors with minimum dimensions of 3'-0" x 7'-0" x 1-3/4" doors and hollow steel door frames;
vi. 2' x 4' or 2' x 2' acoustical ceiling tiles and ceiling grid;
vii. 2' x 4' or 2' x 2' – Manufacturer: Focal Point, Model: Luna or equal , 3-Lamp, T8 recessed indirect w/ perforated center standard basket. See EXHIBIT #16 for further specifications.

b. FINISHES FOR OFF-SITE FACILITIES

The finishes for off-site facilities are similar except for the doors and floor finish. Interior doors shall be solid core wood with knock down hollow metal frames and building exterior doors shall be insulated metal doors. Concrete floors in the warehouse area shall be cleaned and sealed so that concrete dust is not released into the atmosphere.

4. DEMISING WALLS

(Note in construction, Perimeter and Demising walls may describe two (2) different types of walls. In construction, Perimeter walls describe the exterior walls of the building and demising walls describe the exterior walls of the TENANT's space. Personnel in the security industry may describe the exterior walls of the secured space as the Perimeter walls. For the Purpose of this document, ATF will use the term Perimeter Walls and Demising Walls interchangeably but its meaning will remain the same - i.e. exterior walls of ATF space.)

Demising walls of ATF facilities must be acoustically separate from neighboring buildings or from other tenants sharing space in the same building. All perimeter walls separating ATF space from building common areas or other tenants, whether government or non-government, must be separated with wall partitions that extend from the structural floor to the structural ceiling. Demising walls must have a minimum sound transmission class (STC) of 45 and contain 3" sound blanket insulation between 5/8" gypsum partitions. This includes public corridor walls. (See EXHIBIT #3A.) Acoustical sealant shall be applied on both sides of the metal stud runner at both slabs. On floors/ceilings with composite metal decks, the partition, sound insulation, and acoustical sealant shall extend between the flutes of the metal decks. All service boxes shall be sealed. All electrical conduit cables shall be plugged with an acoustical lining and constructed to impede sound transmission.

In addition, a minimum of ¾" #9 Standard or 9-gauge expanded carbon steel (expanded metal) shall be mounted to the outer side of the wall studs and run from slab-to-slab. In cases where the upper slab is extremely high (above approx. 18'-0") the space shall be caged. The ceiling shall have expanded metal. The opening in the expanded metal shall be no greater than 2" along the longest side of the opening. (See EXHIBIT #2).

In some cases, ATF will move to existing office space. The existing demising walls shall be reinforced with slab-to-slab expanded metal. It is preferable to weld the expanded metal on the outside face of the walls, but if this is not possible, securing the expanded metal on the inside face of the walls is acceptable. (Note, welding may not be possible if the existing stud gauge is too thin or if the space on the opposite side of ATF's space is occupied.) ATF will allow the installation of the expanded metal on the ATF side of the demising wall with non-removable screws and metal retaining clips in these instances. Concrete walls need not be covered with expanded steel metal.

The prospective lessor shall be responsible for identification of the current condition of the demising partition and shall report these conditions to ATF. ATF will then determine the modifications that are required to insure that the demising partition results in at least a 3A partition type.

The prospective lessor / GSA must notify ATF within 72 hours of receipt of the Design Intent Drawings to report these conditions.

5. PERIMETER DOORS

All perimeter doors (i.e. entrance, second entrance/exit, or stairwell doors) that swing out into public space from ATF's space should have hinge pins that are spot-welded, braided, provided with non- removable pin hinges, or security stud hinge to prevent removal of perimeter entrance doors. (A security stud hinge has a metal stud on the face of one (1) hinge leaf and a hole in the face of the other leaf. As the door closes, the stud enters the hole and penetrates the full thickness of the leaf, which create s a "bolting" or "locking" effect.)

a. OFFICES

Office perimeter entrance doors (from the public corridor) are required to be solid wood construction with a minimum thickness of 1-3/4" with an automatic door closure. These doors shall have long-throw, high-security, single-key deadbolt locks installed for secured hours. Doors will be tight fitting with 1/2" x 1/8" solid neoprene stop on three (3) sides and threshold. There will be no transparent panels installed on these doors. All corridor doors (public and suite) will have a door sweep to stop sound transmission. Main entrances to all Division offices from the building lobby shall have solid core wood double doors.

b. OFF-SITE FACILITIES

Off-Site facilities perimeter doors shall be insulated metal doors. Overhead roll-up coiling doors in the garage area shall be provided with electrical door openers and remote controllers. Manual dead bolt locks shall be installed on the overhead doors at ground level. Warehouse perimeter doors shall be insulated metal doors.

c. PERIMETER DOOR CONTROL

ATF will maintain control of all perimeter door keys. Emergency access to ATF space will be by ATF authorization only. All perimeter doors will have lock covers to prevent forced entry.

d. DOOR SECURITY HARDWARE

ATF preference for door hardware on perimeter doors is a vanguard style. This hardware allows the handle to freely turn even in the locked position to prevent a force break of the hardware allowing unauthorized entry. Any Perimeter Door that swings into Public Space to include the Ballistic Door must have a Cover Plate "Pick Plate / Latch Cover" installed to protect the door latch.

6. VENTS AND DUCTS ALONG DEMISING WALLS

Vents and Ducts and all other openings along the demising walls with a total dimension of more than 90

square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a ¼" steel angle iron frame. The steel frame and its supports shall be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld steel angle iron frame to the expanded metal within the demising partition. Expanded steel wire web is unacceptable in duct work.

7. EMERGENCY / FIRE EXITS

Emergency/Fire Exits shall be equipped with panic bars and a quick-release long-throw dead bolt lock for after hours. These doors must be alarmed. Hinges shall meet the requirements outlined above for perimeter entrance doors.

8. SECURITY AND DOOR HARDWARE

ATF's Protective programs Branch (PPB) will provide supplemental requirements and specifications during the Construction Document phase (See EXHIBIT #4 for a sample of the Security System and Lock Symbols). If the specifications noted within this document conflict with the specifications provided by PPB during the Construction Document phase, the supplemental requirements and specifications from PPB will supersede the specifications noted in this document.

The General Contractor shall furnish and install all door hardware and electric strikes noted on the construction documents unless otherwise noted. Electric strikes shall conform to ATF's minimum standards identified on EXHIBIT #5 - Security Electronic Portal Controls (Electric Strikes). Prior to purchasing and installation of the electric strikes, the contractor must submit manufacture's detailed information of the electric strikes (i.e. cut sheet, brochure description, etc….) for ATF's approval. All electric strikes shall have the following options: 12 or 24-volt power and fail secure options.

Changes to any security related issues must be approved by ATF's Physical Security Branch.

9. TELEPHONE AND SECURITY SYSTEM EQUIPMENT

All telephone and security alarm system equipment are to be located WITHIN the ATF controlled office area. Telephone and computer closets will be secured by commercial grade locking devices. ATF will maintain key control. Ventilation and/or cooling shall be provided to these spaces.

10. CONDUITS FOR ELECTRIC AND TELEPHONE LINES

Dedicated conduits are to be run from point of entry into the building ("Demarc point") to ATF's space. Provide a 3" flexible metal conduit from the main telephone room into the building to ATF's main LAN room. If pull boxes are necessary due to existing conditions, they must be outfitted with tamper resistant screws.

If the data or telephone cable leaves ATF space and passes through the public hallway, the ATF/Project Manager should request for two (2) 3" flexible metal conduits that pass through the public hallway.

11. BLAST MITIGATION LAMINATE FILM

LEVEL III - Bullet/Blast resistant window:
Frame assembly: Constructed of ballistically tested aluminum or steel extrusions.
Framing: Factory representative must assess windows on site.
Pre-tested Windows are certified and existing by licensed manufacture for installation meeting the Level III lamination levels as stated below.

LEVEL III - Blast mitigation laminate film glazing:
Frame assembly: Constructed of ballistically tested aluminum or steel extrusions.
Framing: Factory representative must assess windows on site.
Lamination will meet load test protocol of a minimum of 500 LBS, low hazard level and high protection level

from a ten feet at ground level or 300 LBS, low hazard level and high protection from a ground floor blast at 10 feet.

A clear ballistic laminate level 2 with 0.007 mm (Milar) film on exterior of the window. This will have a glazed finish on the exterior side of the windows.

Interior side of windows will have an opaque ballistic laminate and ballistic resistant film level 3.008 mm (Milar) with metal or aluminum capture frame inside. The capture frame is defined as metal or aluminum frame that securely holds the ballistic laminate against the interior glass.

MANUFACTURERS MEETING ATF SPECIFICATIONS

CPFilms Inc. - Blast event safety glazing films R-20 SRPS8, blast event safety glazing SCL SR PS7, or manufacture suggestion for window thickness at location. Phone: 1-800-255-8627

Madico Inc. - SafetyShield 800, SafetyShield 1500, or manufactures suggestion for window thickness at location. Phone: 1-800-225-1926

Insulgard Corporation - Bullet resisting transaction windows SV. Phone: 1-800-638-6718

Bullet Guard Corp. - Bullet Resistant Products, UL-752 Ballistic Material, or manufacture suggestion for window thickness at location. Phone: 1-800-233-5632

Intellimar, Inc. - Glass Fragment Hazard Reduction, Condition I or II (GSA Level 3 or 4), or manufacture suggestion for window thickness at location. Phone: 301-596-8500 or 410-461-3886

12. <u>EXPLOSIVE TECHNOLOGY GROUPS</u>

ETB locations shall be provided with usual office and office support areas. Additionally they will be provided with examination rooms, research/prep/training and construction rooms. Some of these functions may be consolidated into a specific room as determined by the designer, and the number of personnel assigned to a particular location.

Certain groups such as Explosive Technology Branches (ETB) will require an offsite laboratory environment, requiring special ventilation requirements. These area may require the installation of eye wash fountain(s) and/or safety shower(s). Specific specifications will be provided and tailored to each location. At least one (1) explosion-proof, 4’-0” wide laboratory fume hood ducted using 8” diameter galvanized duct to the exterior of the building shall be required at each ETB location. Specific specifications are as follows:

New ETB offices (Flex-Spaces) shall have fume hoods provided and installed, usually in or near the examination room. Fume Hoods shall be Labconco Corporation (800) 821-5525 or equal as follows:
4’-0” Protector Hood
4’-0” Fiberglass fume hood with integral explosion proof blower and EP incandescent light, no service fixture.
4’-0” Dished epoxy work surface, no cup sink cutout.
4’-0” Spluent cabinet, duel doors
Substitutions must get prior approval from ATF.
SEE EXHIBIT #18

Outside secure parking areas will be provided for special vehicles such as bomb trailers.
SEE EXHIBIT #19

END OF DESIGN AND CONSTRUCTION REQUIREMENTS

C. ABOVE STANDARD REQUIREMENTS & ROOM DESCRIPTIONS

1. DIVISION OFFICES / FIELD OFFICES / SATELLITE OFFICES

SECURE FOYER

1) FROM BUILDING LOBBY TO SECURE FOYER
   i. Purpose
   Main entrance secure foyer will be designed to affect positive control and identification of visitors. The secure foyer has two (2) doors – the Suite Entrance Door and the Reception Door. Visitors enter the reception room from the public space through the Suite Entrance Door, but visitors may only pass through the Reception Door after receiving clearance from a ATF staff.
   ii. Special Items
      a) Hardware for the suite entrance door is as follows: a standard levered lockset, latch plate cover, a door closer, single cylinder long-throw deadbolt, and bottom and side mounted door seals. If the doors swing out into the corridor, provide latch protectors and non-removable hinge pins.
      b) Demising partition shall be slab to slab with 45 STC and with a minimum of a 9 gauge welded expanded metal. See EXHIBIT #2.

2) FROM RECEPTION ROOM TO TENANT SPACE
   i. Special Items
      a) Walls around the secure foyer
         - Bullet Resistant treatment is required on all the walls within the secure foyer. See wall Type 3B. Specifications of the bulletproof wall must meet minimum UL ratings that are capable of withstanding bullets fired from a 44 magnum or a 9-mm submachine gun at close range (UL Level 3 rating). See EXHIBIT #6 – Security Armor.
         - Demising partitions shall be slab to slab with 45 STC and with 9 gauge welded expanded metal. This is the partition between the secure foyer and public hallway See wall Type 3A.
      b) Bullet Resistant Doors
      Bullet Resistant doors are required along walls with bullet resistant treatment only. The bullet proof doors shall meet minimum UL ratings that are capable of withstanding bullets fired from a 44 magnum or a 9 mm submachine gun at close range (UL Level 3 rating). See EXHIBIT #7.
      c) Bullet Resistant Windows
      The landlord and/or architect should coordinate the window size with ATF's design intent drawings. See EXHIBIT #8. ATF will notify the Lessor and/or architect if the existing bullet resistant transaction windows at their present location will be relocated to the new space. The height of the window off the floor must be 2'-10".

LAN ROOM

1) Purpose
   This room shall house the security, telephone, Wide Area Network (WAN) and Local Area Network (LAN) equipment.
2) Special Items
   i. Provide five (5) 20 amp quad outlets for the following:
      a) Two (2) quad outlets for the LAN/WAN equipment
      b) Two (2) quad outlets for the Telephone equipment

c) One (1) quad outlet for the security system. In addition, the contractor shall provide two (2) 3'-0" power strip/plug mold on each side of the security system outlet.

ii. Provide six (6) painted, fire-retardant plywood sheets, 4'-0" x 8'-0" x ¾" – two (2) for the security equipment, two (2) for the telephone system, and two (2) for the LAN equipment. (See EXHIBIT #14 the layout for the typical LAN room.)

iii. Install two (2) #6 dedicated ground for the telephone equipment.

iv. A mechanical engineer shall design an air-conditioning system that maintains the temperature in the LAN room between 70-74 degrees Fahrenheit 24/7.

DIVISION CONFERENCE ROOM

1) Purpose
Used for staff meetings, briefings, Critical Incident Management Response Team (CIMRT), press conference, and joint seminars with other law enforcement agencies.

2) Special Items

i. Provide blackout drapery if the conference room is located along the window wall.

ii. Provide at least one (1) general-purpose outlet on every wall and one (1) voice/data outlet on each wall. Quantity and location to be determined by TENANT designer.

iii. Provide support for white board.

iv. Provide a separate/supplemental HVAC unit for this room with thermostat.

CONFERENCE ROOM (FIELD OFFICES)

1) Purpose
Used for meetings, briefings, and/or interviews with the staff or the public.

2) Special Items

i. Provide blackout drapery if the conference room is located along the window wall.

ii. Provide at least one (1) general-purpose outlet on every wall and one (1) voice/data outlet on each wall. Quantity and location to be determined by TENANT designer.

iii. Provide support for white board.

SUPPLY ROOM

1) Purpose
Required for general office supplies.

2) Special Items
Provide a dedicated outlet for each photocopier.

MAIL AND COPY ROOM (DIVISION OFFICE ONLY)

1) Purpose
Required for photocopiers, facsimile machines, shredders, and the storage of paper, toner cartridges, recycling bins, and general office supplies.

2) Special Items
Provide a dedicated outlet for each photocopier and each shredder.

POLYGRAPH EXAMINATION ROOM

1) Purpose
The Polygraph Examination Room is required only at the Field Division offices when a Polygraph Examiner is on staff.

2) Special Items
Install an "IN USE" outside of the Polygraph Room Door to indicate that a polygraph test is in progress with a separate light switch. Locate the center of the "IN USE" light fixture 66" above the

finished floor adjacent to the door. Also, place a sign for the "In Use" light switch below the cover plate inside the Polygraph Examination room. The sign should read: "Turn on when room is in use."

POLYGRAPH OFFICE

1) Special Items
   i. Provide a 24" high x 30" wide one-way mirror window between the polygraph examiner's office and polygraph examination room. The bottom of the window must be 48" above the finished floor. In addition, provide one (1) 1" wide mini blind on the "office side" of the window.
   ii. Provide two (2) down-light fixtures on a dimmer switch. Place the down-light fixtures on the opposite side of the room from the one-way mirror.

BREAKROOM

1) Special Items
   General contractor is to provide the sink and cabinetry (See EXHIBIT #9). Also provide space for a standard refrigerator and coordinate with the field office.

TRAINING ROOM (DIVISION OFFICE ONLY, UNLESS SPECIFIED OTHERWISE)

1) Purpose
2) Special Items
   i. Provide a separate/supplemental HVAC unit for this room with thermostat.
   ii. Provide a 3" raised access floor as required by TENANT designer.
   iii. Provide carpet tile.
   iv. Provide and install manual room darkening shades.
   v. Standard acoustical ceiling with standard lighting and downlights around perimeter of room. Lights must be on dimmer switches.
   vi. Provide and install vinyl wallcovering.
   vii. Provide and install chair rail in specified locations.
   viii. Provide plywood blocking for TV mounts. Locations and quantities to be determined by TENANT designer.
   ix. Provide and install movable partition.
   x. Provide minimum of 500 SF storage room for tables and chairs when space allows. TENANT designer to provide drawing.
   xi. Provide an AV closet or closet area for AV equipment.
   xii. Provide electrical and voice/data outlets in raised floor and other locations. Quantity and location to be determined by TENANT designer.

SECURE FILE ROOM

1) Purpose
   Used to store investigative material and other sensitive files.
2) Special Items
   None.

INTERVIEW ROOM

1) Purpose
   Interview rooms are small conference rooms used to interview defendants. Note, not all Field or Satellite offices require separate Conference and Interview Rooms. Architect is to confirm program of requirements if the Conference Room is also used as an Interview Room.
2) Special Items
   i. Install Handcuff Bar or D-Ring (See EXHIBIT #10)

ii. Install an "IN USE" outside of the Interview Room Door to indicate that an interview is in progress with a separate light switch. Locate the center of the "IN USE" light fixture 66" above the finished floor adjacent to the door. Also, place a sign for the "In Use" light switch below the cover plate inside the Interview Room. The sign should read: "Turn on when room is in use."

DEFENDANT PROCESSING ROOM

1) Purpose
This room is used to photograph, fingerprint, and process defendants. For offices with five (5) or less special agent personnel assigned, a combination Interview/Defendant Processing Room shall be provided.
2) Special Item
   i. Base cabinet and Sink
   Provide base cabinet with 20 gauge stainless steel, 8" deep sink with garbage disposal, and running hot and cold water. Base cabinet/sink height and faucet shall conform to the Uniform Federal Accessibility Standards (UFAS). See EXHIBIT #9.
   ii. Handcuff Bar or D-Ring
      a) Handcuff Bar
      Provide a handcuff bar described on EXHIBIT #10. Handcuff bar must be welded to stainless steel flanges and anchored to the wall to withstand a force of 900 pounds. Flanges and cover plates must be 18 gauge, type 304 stainless steel tubing with a satin finish. All handcuff bars must have a 1-½" wall clearance. Position the handcuff bar horizontally 36" above the finished floor.
      b) D-Ring
      Provide two (2) wall mounted D-Rings mounted on two (2) stainless steel kick plates. The rings should be mounted 5" AFF and 25" AFF. The D-Rings are screwed to wood blockings behind the drywall partition. Grind all bolts down or use tamper proof screws to prevent anyone from removing the D-rings from the wall (See EXHIBIT # 10).

SECURED / EVIDENCE STORAGE (FIELD AND SATELLITE OFFICES)

1) Purpose
Each field office or group requires a secured storage room to safely store ammunition, weapons, investigative equipment, and evidence.
2) Special Items
   i. Long Gun Rack. See EXHIBIT #11 space plan for the number of long gun racks.
   ii. 4'x8' pegboard for a hand gun rack. See EXHIBIT #12 space plan for the number of pegboard and location.
   iii. Use partition Type 3E.
   iv. Vents and Ducts and all other openings inside the security storage area with a total dimension of more than 90 square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a ¼" steel angle iron frame. The steel frame and its supports must be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld the steel angle iron frame to the expanded metal within the secured partition.
   v. Separate Investigative Area -- Divide the storage room with a slab to slab expanded metal partition into two (2) areas (See EXHIBITS #13A, 13B, and 13C). Provide a sliding gate with the Adams Rite lock-set listed in EXHIBIT #13C. The cylinder must fit SCHLAGE PRIMUS Full Size Interchange Core (part# 20-062) FSIC Adams Rite Cam listed in

EXHIBIT 22A.

IRS PLOTTER

1) Purpose
   This room houses the Treasury Enforcement Communications System (TECS), national, state and/or local law enforcement communication systems. This room is also used to store sensitive messages and documents.
2) Special Items
   Provide a dedicated outlet for the plotter.

COMMUNICATION ROOM (DIVISION OFFICE ONLY)

1) Purpose
   This room houses the Treasury Enforcement Communications System (TECS), national, state and/or local law enforcement communication systems. This room is also used to store sensitive messages and documents.
2) Special Items
   i. Provide a self-contained HVAC unit in this room that maintains the temperature in the Communications room between 70-74 degrees Fahrenheit 24/7.
   ii. Secret Internet Protocol Router Network (SIPRNET) Rooms
   SIPRNET room doors will be solid wood with a minimum thickness of 1 ¾ inches or a hollow steel door with the steel a minimum thickness of 9-guage and locked with a card reader and electric strike for non-secure hours. A long-throw, single-key deadbolt lock will be installed for use during secured hours. Frames and hinges must be of sufficient strength to support the weight of the door. The walls shall extend from true floor to true ceiling. If this cannot be achieved, then the addition of 9-gauge mesh must extend from the ceiling to the slab above.

LOCKER ROOM (OFFICE AREAS)

1) Purpose
2) Special Items
   i. Provide an exhaust fan.
   ii. Provide carpet tile.
   iii. Provide standard acoustical ceiling.
   iv. Provide fixed benches: mounted 16” high. Quantity, size, location and color to be determined during design planning.

NOTE: The Purposes of the following rooms are self-explanatory. There are no special requirements in each of the offices. However, the design intent drawings will convey the finishes and wall types and door hardware for the space.

DIVISION DIRECTOR OFFICE

CHIEF COUNSEL’S OFFICE

ASSISTANT SPECIAL AGENT IN CHARGE (SAC)

RESIDENT AGENT IN CHARGE (RAC)

DIRECTOR OF INDUSTRY OPERATIONS (DIO)

DIVISION COUNSEL'S OFFICE

STAFF ATTORNEY

SUPERVISOR'S OFFICE

FIREARM INSTRUCTOR COORDINATOR STORAGE ROOM

INDUSTRY OPERATIONS (IO) SECURE STORAGE ROOM

COMPUTER SPECIALIST STORAGE ROOM

2. OFF-SITE FACILITIES / WAREHOUSES

SECURE VESTIBULE

1) Purpose
   Secure Reception Rooms are provided for Off-Site facilities. Main entrance reception areas will be designed to affect positive control and identification of visitors.
2) Special Items
   Usually there is no requirement for a bullet resistant transaction window for the Off-Site facilities, however ATF Protective Programs will make that determination.

SECURED / EVIDENCE STORAGE

1) Purpose
   Each Off-Site facility requires an evidence vault.
2) Special Items
   Vents and Ducts and all other openings inside the security storage area with a total dimension of more than 90 square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a ¼" steel angle iron frame. The steel frame and its supports shall be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld the steel angle iron frame to the expanded metal within the secured partition.

EQUIPMENT / LAN ROOM

1) Purpose
   This room shall house the security, telephone, Wide Area Network (WAN) and Local Area Network (LAN) equipment.
2) Special Items
   i. Provide 20 amp quad outlets for the following:
      a) Two (2) quad outlets for LAN/WAN equipment
      b) Two (2) quad outlets for the Telephone equipment

c) One (1) quad outlet for security system. In addition, the contractor shall provide two (2) 3'-0" power strip/plug mold on each side of the security system outlet, conduit, string and ring where required.

ii. Provide six (6) painted, fire-retardant plywood sheets, 4'-0" x 8'-0" x ¾" – two (2) for the security equipment, and two (2) for the telephone system, and two (2) for the LAN equipment. (See EXHIBIT #14 the layout for the typical LAN room.)

iii. Provide two (2) #6 dedicated ground for the telephone equipment.

iv. A mechanical engineer shall design an air-conditioning system that maintains the temperature in the LAN room between 70-74 degrees Fahrenheit 24/7. Usually a 1 ½ ton split unit is used.

SECURE FILE ROOM (MAY BE REQUIRED)

1) Purpose
   Used to store investigative material and other sensitive files. The SRT, and/ or ETB may require a secure file room.
2) Special Items
   None.

GENERALY SUPPLY ROOM

1) Purpose
   Required for general office supplies.
2) Special Items
   Provide a dedicated outlet for each photocopier, Fax and Shredding machine.

CONFERENCE ROOM

1) Purpose
   Used for staff meetings, briefings, Training for SRT, EEO.
2) Special Items
   Provide two (2) general-purpose outlets on each wall and one (1) voice/data outlet on each wall.

TOO WORKSHOP

1) Purpose
   The TOO workshop is to store, repair and/or modify selected ATF equipment.
2) Special Items
   Each TOO, TEO Technician shall have one (1) separate workbench. Each workbench shall have three (3) dedicated 110 Volt, 20 amp, and quad-outlets. Locate two (2) outlets at 68" AFF and one (1) at 38" AFF. In reference to quads at 68" AFF, center one of the quads between the workbenches and locate the other 68" quad to the right or left of the workbench. See EXHIBIT #15.

SUPERVISOR'S OFFICE

1) Purpose
   Supervisor's office.
2) Special Items
   None.

FIREARM TRAINING ROOM (F.A.T.'S ROOM)

1) Purpose
   This room is used for firearms training using computer simulation.

2) Special Items
Provide blackout curtains on exterior windows.

FIC STORAGE ROOM

1) Purpose
Storing props, ammunition, arms.
2) Special Items
None.

CANINE HANDLERS

1) Purpose
Trains and manages ATF canines.
2) Special Items
None.

SHIPPING / RECEIVING ROOM

1) Purpose
Receiving and mailing materials.
2) Special Items
None.

COMPUTER SPECIALIST STORAGE ROOM

1) Purpose
This room is used for storing computer parts and components.
2) Special Items
Require general-purpose outlets on each wall. Maximum of 4 outlets per circuit.

SRT SECURE STORAGE ROOM

1) Purpose
This room is used for storing SRT equipment.
2) Special Items
Require general-purpose outlets on each wall.

ETB TRAINING/PROP/CONSTRUCTION/SHIPPING/ROOM

1) Purpose
Provide a room to be used to assemble mock- ups, explosive devices, assembly and disassembly of items, training area, etc.
2) Special Items
Require general-purpose outlets on each wall.

ETB EXAMINATION ROOM

1) Purpose
Provide a room to be used to work on explosive devices. Where more than two (2) ETB persons are assigned additional rooms will be provided.
2) Special Items
   i. Provide two (2) general-purpose outlets on each wall.
   ii. Provide two (2) work benches.

RADIO WORKSHOP

1) Purpose
   Provide a room to be used to work on radio equipment along with a storage area.
2) Special Items
   Provide blackout curtains on exterior windows if room is located on an exterior wall.

LOCKER/SHOWER ROOM

1) Purpose
2) Special Items
   i. Provide an exhaust fan.
   ii. Provide ceramic tile for wall and floor finishes.
   iii. Provide moisture-resistant gypsum board ceiling.
   iv. Provide fixed benches: mounted 16" high. Quantity, size, location and color to be determined during design planning.
   v. Provide floor drains with trap primers in area outside of shower rooms.
   vi. Compliance with ADA requirements.

END OF ABOVE STANDARD REQUIREMENTS AND ROOM DESCRIPTIONS

D. ADJACENCY, FINISH, AND WALL TYPE TABLES

1. ADJACENCY TABLE - DIVISION OFFICES / FIELD OFFICES / SATELLITE OFFICES

FIELD DIVISION OFFICE POSITIONS

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
Special Agent in Charge (SAC)	350	ASAC's office	3G	Carpet 1	WC1	Office
Asst. Special Agent in Charge (ASAC)	150	SAC's office	3G	Carpet 1	Paint	Office
Director of Industry (DIO)	150	SAC's office	3G	Carpet 1	Paint	Office
Division Operations Officer (DOO)	150		3G	Carpet	Paint	Office
Public Information Officer (PIO)	150		3G	Carpet	Paint	Office
Other Directorate Positions	36		--	Carpet	Paint	Office
Senior Operations Officer (SOO)	150		3G	Carpet	Paint	Office
Polygraph Examiner	150	Polygraph Examiner Room	3F	Carpet	Paint	Office
F.I.C. (If not off Site)	150		3G	Carpet	Paint	Office
Management Analyst	150		3F	Carpet	Paint	Office
Clerk Typist	36		--	Carpet	Paint	--
Program Support Assistant (PSA)	36		--	Carpet	Paint	--
Investigative Assistant (IA)	36		--	Carpet	Paint	--
OFFICE OF CHIEF COUNSEL						
Assistant Chief Counsel	150		3G	Carpet 1	WC1	Office
Division Counsel	150		3G	Carpet 1	Paint	Office
Staff Attorney	150		3G	Carpet	Paint	Office
Legal Technician	36		--	Carpet	Paint	--
Extra Workstation	36		--	Carpet	Paint	--
OFFICE OF SCIENCE AND TECHNOLOGY						
Audit Manager	150		3G	Carpet	Paint	Office
Forensic Auditor	36		--	Carpet	Paint	--
OFFICE OF ENFORCEMENT PROGRAMS AND SERVICES						
NIBIN Coordinator	150		3G	Carpet	Paint	Office
IPB Caribbean Program Manager	150		3G	Carpet	Paint	Office
EQUAL EMPLOYMENT OFFICE						
EO Manager	150		3G	Carpet	Paint	Office
EO Specialist Manager	36		--	Carpet	Paint	--

OTHER						
Task Force Officer	36		--	Carpet	Paint	--

FIELD DIVISION SUPPORT SPACE

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
Secure Foyer from public hallway	100	Floor Lobby	3A	--	Paint	Office
Secure Foyer within foyer			3B	LVT	Paint	Storeroom
LAN/Equipment Room	80		3C	VCT	Paint	Storeroom
Division Conference Room	300	Division Office	3G	Carpet	WC2	Passage
Group Conference Rm (1 per 2 groups)	250	RAC's office	3G	Carpet	Paint	Passage
Increase ratio for Conf. Rooms			3G	Carpet	Paint	Passage
Division Supply Room	150	Assistant's workstation	3C	VCT	Paint	Office
Mail/Copy General Storage	150	Assistant's workstation	3F	VCT	Paint	Office
Polygraph Exam Room	100	Polygraph Examiner	3G	Carpet	Paint	Storeroom
Break Room - Division	200		3H	VCT	Paint	Passage
Break Room - Groups	200		3H	VCT	Paint	Passage
Training Room (Average & Storage) Seat 80% of total FD Personnel	2500		3G	Carpet	Paint	Storeroom
Locker			3G	Ceramic tile	Paint	Office
OFFICE OF CHIEF COUNSEL						
Asst. Chief Counsel Library	150		3F	Carpet	Paint	Office
Asst. Chief Counsel File / Supply	100		3C	Carpet	Paint	Office
Division Counsel File / Library	150		3F	Carpet	Paint	Office
OFFICE OF SCIENCE AND TECHNOLOGY						
Audit Secure File/CIS Workroom	150		3F	Carpet	Paint	Storeroom
Division Supply	150		3C	VCT	Paint	Office
EQUAL OPPORTUNITY OFFICE						
EO Reception / Support Space	150		3F	Carpet	Paint	Office

FIELD AREA / OFFICE POSITIONS

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
RAC & Area Supervisor w/ Division	150		3G	Carpet	Paint	Office
RAC & Area Supervisor out of Division	150		3G	Carpet	Paint	Office
Agent / Inspector	36		--	Carpet	Paint	--
Other Employees	36	RAC / Area Supervisor	--	Carpet	Paint	--
TOO/TSS	36		--	Carpet	Paint	--
OFFICE OF ENFORCEMENT PROGRAMS AND SERVICES						
Explosives Enforcement Officer (EEO)	36		--	Carpet	Paint	--
Special Agent Canine Handler (SACH) - workstation	100		--	Carpet	Paint	--
NRT Team Leader	150		3G	Carpet	Paint	Office
Full Time NRT Member	36		--	Carpet	Paint	--
Explosives Industry Analyst	36		--	Carpet	Paint	--
OFFICE OF SCIENCE AND TECHNOLOGY						
Radio Technician	36		--	Carpet	Paint	--

FIELD / AREA OFFICE SUPPORT SPACE

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
Secure Foyer Satellite Office	80	From public lobby to secure foyer	3A	--	--	Office
Wall type 3B around the 3 walls within the foyer			3B	LVT	Paint	--
Secure Foyer Field Office	100	From public lobby to secure foyer	3A	--	--	Storeroom
Wall type 3B around the 3 walls within the foyer			3B	LVT	Paint	--
Tel / LAN Room	80	Next to Communication Rm	3C	VCT	Paint	Storeroom
General Supply Satellite Office	80	Admin. Area	3C	VCT	Paint	Office

General Supply Field Office	100	Admin. Area	3C	VCT	Paint	Office
Conference Room	300	Admin. Area	3G	Carpet	Paint	Passage
Conference Room Ratio 1 per 2 Groups	250	Admin. Area	3G	Carpet	Paint	Passage
Secure File Room Satellite	80	Admin. Area	3F	VCT	Paint	Storeroom
Secure File Room Field Office	150	Admin. Area	3F	VCT	Paint	Storeroom
Interview / Processing Room Satellite	100	Public hallway - elevator	3G	VCT	Paint	Institutional
Interview Room Field Office	100	Public hallway - elevator	3G	VCT	Paint	Institutional
Processing Room	100	Public hallway - elevator	3G	VCT	Paint	Institutional
Secure Storage Satellite	100		3A	VCT	Paint	Storeroom
Secure Equipment Storage Average 15 sf per person with lockers	15	Agents	3C	VCT	Paint	Storeroom
Secure Evidence Satellite	200	Second Entrance	3E	VCT	Paint	Storeroom
Secure Evidence Field Office	450	Second Entrance	3E	VCT	Paint	Storeroom
IRS Plotter	100		3F	Carpet	Paint	Office
Communications Room	250	Next to LAN room	3C	Carpet	Paint	Storeroom
TOO / TSS Workroom	150		3E	VCT	Paint	Storeroom
OFFICE OF FIELD OPERATIONS						
NRT Leader Storage	150		3H	Carpet	Paint	Office
Full time NRT member Storage	100		3F	Carpet	Paint	Office
See Exhibit #15 for Door Lock (Security Hardware)						

2. ADJACENCY TABLE - OFF-SITE FACILITIES / WAREHOUSES

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
From Public Space to Secure Reception Room	100	Floor Lobby	3A	--	Paint	Office
From Secure Reception Room to ATF Space		--	3A	LVT	Paint	Storeroom
Secure Evidence Storage	200	Evidence storage rooms if Groups are co-located.	3E	VCT	Paint	Storeroom
Equipment / LAN Room	100	Communication Room	3C	VCT	Paint	Storeroom
Secure File Room	150	Administrative Area	3F	VCT	Paint	Storeroom
Mail and Copy Room	150	Administrative Area	3F	VCT	Semi-gloss	Passage
General Supply Room	100	Administrative Area	3C	VCT	Paint	Passage
FATS/Conference/Training Room	500	All interior space - no windows	3G	Carpet	Paint	Storeroom
TOO/Fab Workshop	500	TOO Workstation	3E	VCT	Paint	Storeroom
RADIO Workshop/Storage	500	--	3E	VCT	Paint	Storeroom
Supervisor's Office	150	Agent's or Inspector's Area	3H	Carpet	Paint	Office
Firearm Instructor Coordinator Storage Room	200	Firearm Instructor Coordinator's Office	3E	VCT	Paint	Storeroom
IO Secure Storage Room	150	Industry Operations office	3F	VCT	Paint	Storeroom
FTB Examine Room	150	All interior space - no windows	3E	VCT	Paint	Storeroom
FTB Training/Prop Room	150	All interior space - no windows	3E	VCT	Paint	Storeroom
Secure Exam Room (Computer Forensic) w/ Storage	450	Next to FIC office or FATs Room.	3E	VCT	Paint	Storeroom
Garage Bay	3000	--	3E	Sealed Concrete	Paint	--

END OF ADJACENCY, FINISH, AND WALL TYPE TABLES

E. EXHIBITS

1) Police Check Inquiry Form
2) 9 Gauge Wire Mesh
3) Partition Types
    a) Slab to slab, 45 STC, with expanded security mesh
    b) Slab to slab with Bullet Resistant Armor
    c) Slab to slab with Type “x” GWB
    d) Slab to slab with typical GWB
    e) Slab to slab with expanded security mesh
    f) Slab to ceiling, no STC rating
    g) Slab to slab with sound insulation STC 45 rating
    h) Slab to ceiling with sound insulations above ceiling
4) Security System and Lock Symbols
5) Electronic Portal Controls (Electric Strikes, Magnetic Locks, and other electronic controls)
6) Security Armor
7) Bullet Resistant Door
8) Bullet Resistant Window
9) Sink Detail
    a) Sink Cabinet Elevation
    b) Sink Cabinet Section
10) Handcuff Bar and D-Rings
11) Long Gun Rack
12) Pegboard Detail
13) Secured Storage Partition Details
    a) Secured Storage Gate – Elevation
    b) Secured Storage Gate – Section
    c) Secured Storage Gate – Sliding Door Hardware
14) Typical Telephone / LAN Room
15) Workbench – TOO and ETB
16) Lighting Specification
17) Eye/Face Wash
18) (A-B) Fume Hood
19) Parking
20) ATF Standard Finishes
    a) Option 1
    b) Option 2
21) Evidence Vault Layout
    a) Conventional Layout
    b) High Density Layout
22) Door Security Hardware
    a) Lock Plan Info
    b) Lock Plan Cut Sheets

OMB NO: 1140-0068 (03/31/2021)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Police Check Inquiry

Instructions: ATF Form 8620.42 must be completed by non-ATF personnel and ATF sponsors *(COTRs or Points of Contact)* when requesting non-ATF personnel be granted escorted access to ATF facilities, non-sensitive information, and/or construction sites. Items 1-15 of this form must be completed by all non-ATF personnel requiring escorted access to ATF facilities, ATF non-sensitive information, and/or an ATF construction site for the purpose of performing low risk, non-sensitive duties for a period of 5 days or longer. Items 13 & 14 may be omitted if access is requested for 4 days or less. Once completed, non-ATF personnel must sign and date the form and forward it to the ATF sponsor. ATF sponsors will complete items 16-25 and forward this form to the Physical Security Programs Branch or appropriate Field Division personnel for processing.

1. Non-ATF Personnel's Assignment Status *(check one)*: Contractor ☐ Vendor ☐ Other ☐ _____

To be Completed by Non-ATF Personnel

2. Last Name	3. First Name	4. Middle Name	5. Suffix	6. Social Security Number

7. Date of Birth	8. Place of Birth *(State/Country)*	9. Citizenship	10. Sex

11. Other Names Used *(Maiden, Nickname, etc.)*	12. If foreign born, provide the type and number for one of the following: alien registration, naturalization certificate, U.S. passport, or employment authorization card. Type	Number

13. Home Address *(provide residential history for past 5 years-use additional sheet(s) if necessary)*

From:	To:	Address	City	State
From:	To:	Address	City	State
From:	To:	Address	City	State
From:	To:	Address	City	State

14. Employment History *(provide employment information for past 5 years-use additional sheets(s) if necessary)*

From:	To:	Employer Name	Address	City	State
From:	To:	Employer Name	Address	City	State
From:	To:	Employer Name	Address	City	State
From:	To:	Employer Name	Address	City	State

15a. Ethnicity Origin

Hispanic or Latino Yes ☐ No ☐ — A person of Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race.

15b. Race *(mark one or more of the following categories)*

American Indian or Alaska Native	☐	A person having origin in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.
Asian	☐	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
Black or African American	☐	A person having origins in any of the black, Haitian, or Negro racial groups of Africa.
Native Hawaiian or Other Pacific Island	☐	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
White	☐	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

I, _____ , give my consent and permission for the Bureau of Alcohol, Tobacco, Firearms and Explosives *(ATF)* to conduct a police check inquiry for the purpose of granting me escorted access to ATF facilities and/or access to ATF non-sensitive information, or access to an ATF construction site. I understand that a felony conviction will automatically disqualify me. I understand that additional forms may be required by ATF for a more in-depth background investigation. I attest that the information provided is true.

Signature	Date

ATF E-Form 8620. 42
Revised March 2018

EXHIBIT #01: POLICE CHECK INQUIRY FORM

To be Completed by ATF Sponsor *(COTR/ POC)*		
16. Subject's Assigned ATF Office	17. Subject's Job Title	18. Assignment Duration Dates Beginning _____ Ending _____
19. Subject's Duties will Require the Following Escorted Access Facilities ☐ ATF Non-Sensitive Information ☐ Construction Site ☐		
20. ATF Sponsor Name	21. ATF Sponsor Address	22. Phone Number
23. Sponsor Signature		24. Date
25. Description of Duties and Other Remarks		

To be Completed by the Physical Security Programs Branch/Field Division			
26. NCIC Conducted: ____/____/____ *(Date)* QH N/R ☐ R ☐ QW N/R ☐ R ☐ QPO N/R ☐ R ☐	27. TECS Conducted: ____/____/____ *(Date)* SQ N/R ☐ R ☐	28. NLETS Conducted: ____/ ____/ ____ *(Date)* States *(identify below)*: _____ IQ N/R ☐ R ☐ _____ IQ N/R ☐ R ☐ _____ DQ N/R ☐ R ☐ _____ DQ N/R ☐ R ☐	
Access Granted ☐ Access Denied ☐	Signature of Authorized ATF Official	Title	Date

Instructions

ATF Form 8620.42 must be initiated by the COTR or ATF Point of Contact *(POC)* prior to granting escorted access to ATF facilities. Examples of positions that could be escorted are janitorial or short-term construction contractors who may be performing electrical or plumbing duties. The Physical Security Programs Branch or Field Division is responsible for conducting the required records and inquiry checks.

Items 1-15. Non-ATF personnel are responsible for completion of items 1 through 15. No item may be left unanswered.

Items 16-25. To be completed by ATF Sponsor *(COTR or ATF POC)*.

Items 26-28. To be completed by the Physical Security Programs Branch or Field Division.

Paperwork Reduction Act Notice

This request is in accordance with the Paperwork Reduction Act of 1995. The information collected is used by ATF to screen prospective contractors for escorted access to ATF facilities, non-sensitive information, and /or construction sites. The appropriate ATF office *(Physical Security Programs Branch or Field Division)* will maintain a copy of this form with the results of the indices checks for the duration of the contract employment or for a minimum of 1 year, whichever is longer.

The estimated average burden associated with this collection of information is 5 minutes per respondent, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be addressed to the Report Management Officer, Bureau of Alcohol, Tobacco, Firearms and Explosives, Washington, DC 20226. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Privacy Act Statement

You are requested to furnish information regarding your race under the authority of 42 USC § 2000e - 16, which requires that Federal employment practices be free from discrimination and provide equal employment opportunities for all. Solicitation of this information is in accordance with Department of Commerce Directive 15, "Race and Ethnic Standards for Federal Statistics and Administrative Reporting."

You are further requested to furnish your social security number (SSN) under authority of E.O. 9397, published 11/22/1943. That Order requires agencies to use the SSN for the sake of economy and orderly administration in the maintenance of records. Furnishing your race and SSN is voluntary; however, your failure to provide the requested information may negatively impact ATF's ability to positively identify you in the Federal criminal justice records system.

Solicitation of this information is authorized as part of our investigative authorities devolving from E.O. 10450 and E.O. 12968. This information will be used by ATF to begin preliminary screening/investigation for security purposes.

ATF E-Form 8620. 42
Revised March 2018

EXHIBIT #01: POLICE CHECK INQUIRY FORM (CONT.)

AMICO®
SECURITY MESH
PRODUCT NAME

MANUFACTURER
Alabama Metal Industries Corp.
3245 Fayette Avenue
Birmingham, Alabama 35208
Phone: (205) 787-2611
(800) 366-2642
FAX: (205) 786-6527

AMICO – West
Alabama Metal Industries Corp.
11093 Beech Avenue
Fontana, California 92335
Phone: (714) 350-9280
(800) 624-4600 I.S.
(800) 962-0100



PRODUCT DESCRIPTION
Security Expanded Metal sheets are steel expanded metal panels used as a penetration resistance shield behind plaster or drywall finishes. These sheets are to be attached to metal studs and track or wood supports designed for use in walls, floors, ceilings and roofs.

Basic Use: Prisons, government offices, strip malls, record storage rooms, computer rooms, courthouses, museums, mini warehouses, apartments, condominiums, pharmacies, art galleries, mail room, airport security, banks, hospitals, police stations and general office security.

Composition and Material: Security Expanded Metal is made by simultaneously cutting and stretching a solid sheet of steel, making Security Expanded Metal one continuous sheet that can't ravel at the strands.

Readily available in carbon steel, uncoated, galvanized, as well as stainless steel.

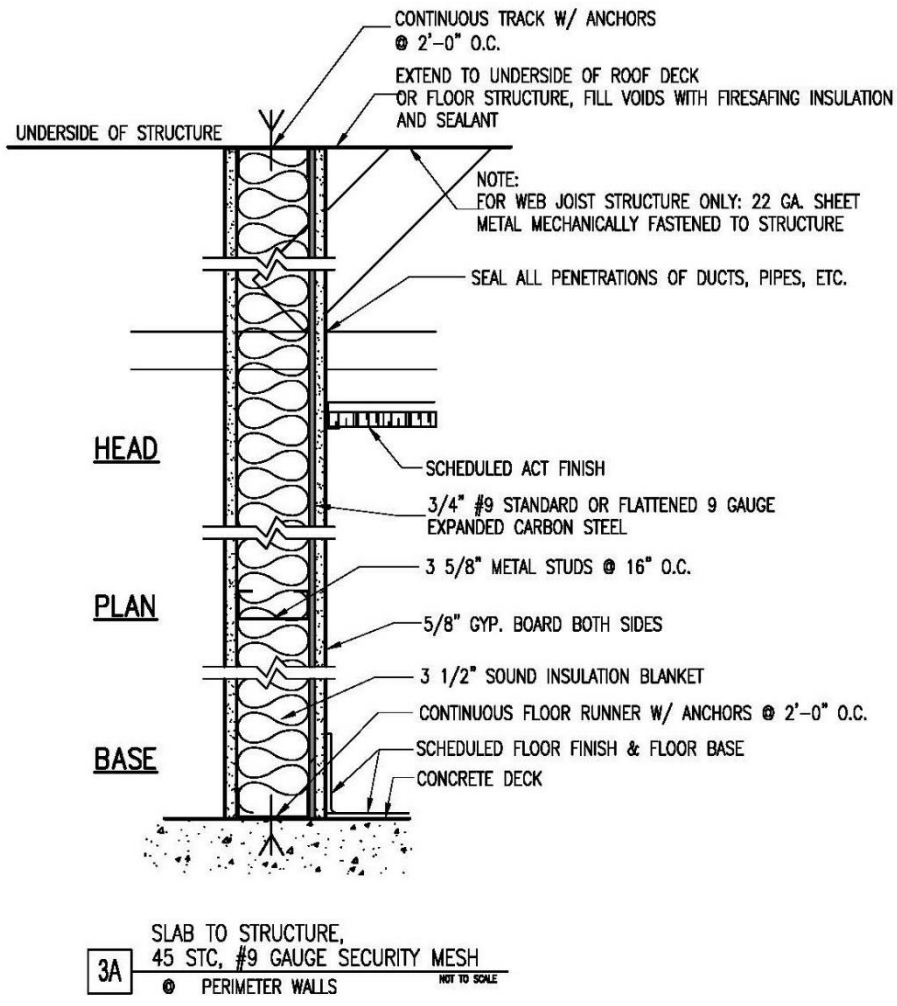
TECHNICAL DATA
AMICO Security Mesh is manufactured in conformance with the following industry standard specifications:
Carbon Steel - ASTM A569/A569M-85
Carbon Steel Security Mesh - ASTM F1267-89, Type I and II, Class 1, 2 and 3, Grade A Stainless Steel 304 - ASTM-A-240-90

Product Terminology:
SWD - Short Way of Diamond
LWD - Long Way of Diamond
Bond - The point where adjacent stands intersect.
Strand Thickness - Overall finished thickness

INSTALLATION
Methods of Cutting: 10" hand held circular saw with abrasive blade, cutting torch, nibbler heavy duty high speed. Eye and ear protection should be worn during the cutting operation.

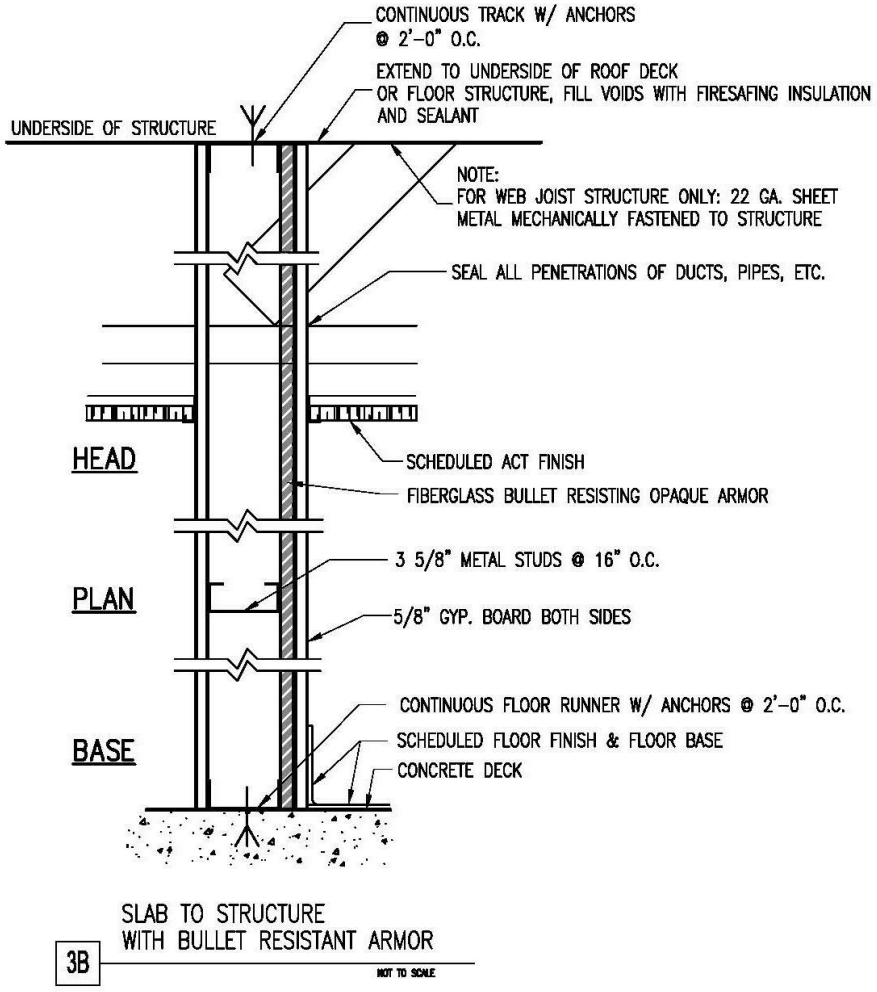
Methods of Attachment:
- Welding to steel studs and track. Weld Security expanded metal with 1/8" x 1/2" lg. min. fillet welded to steel studs - 20 ga. or heavier, edge welds must be within 2" of edge.
- Pan head type self drilling screws with at least a #8 shank, long enough to penetrate through steel supports at least 3/8 inch.
- One way fasteners screws long enough to penetrate through steel supports at least 3/8 inch.
- End joints of Security Expanded metal must be butted and occur over studs.
- Side Joints must be butted and wire tied at mid point between supports.
- For maximum strength and ease of installation, LWD of sheet should be placed horizontally.
- Underwriters Laboratories Fire Rated Assemblies will not be jeopardized by using ASM in the fire rated assembly. (U/L Subject File #1857

EXHIBIT #02: 9 GAUGE WIRE MESH



NON BEARING FULL HEIGHT SEPARATION PARTITION: 18 GA. (MIN.) METAL STUDS, CORROSION-PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3 1/2" MIN. MINERAL WOOL OR FIBER BATT INSULATION FRICTION FITTED BETWEEN STUDS; ACOUSTICAL BEAD SEALANT CAULKED AROUND EDGES; 3/4" #9 STANDARD 9 GAUGE EXPANDED STEEL SECURITY MESH BEHIND DRYWALL ATTACHED TO METAL STUDS; 5/8" THK. GYP. BOARD ON BOTH SIDES; DECK-TO-DECK CONSTRUCTION.

EXHIBIT #03A: SLAB TO SLAB, STC 45 RATING W/ EXPANDED SECURITY MESH



NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 7/16" THICK FIBERGLASS BULLET RESISTANT OPAQUE ARMOR, 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–DECK CONSTRUCTION.

EXHIBIT #03B: SLAB TO SLAB, W/ BULLET RESISTANT ARMOR

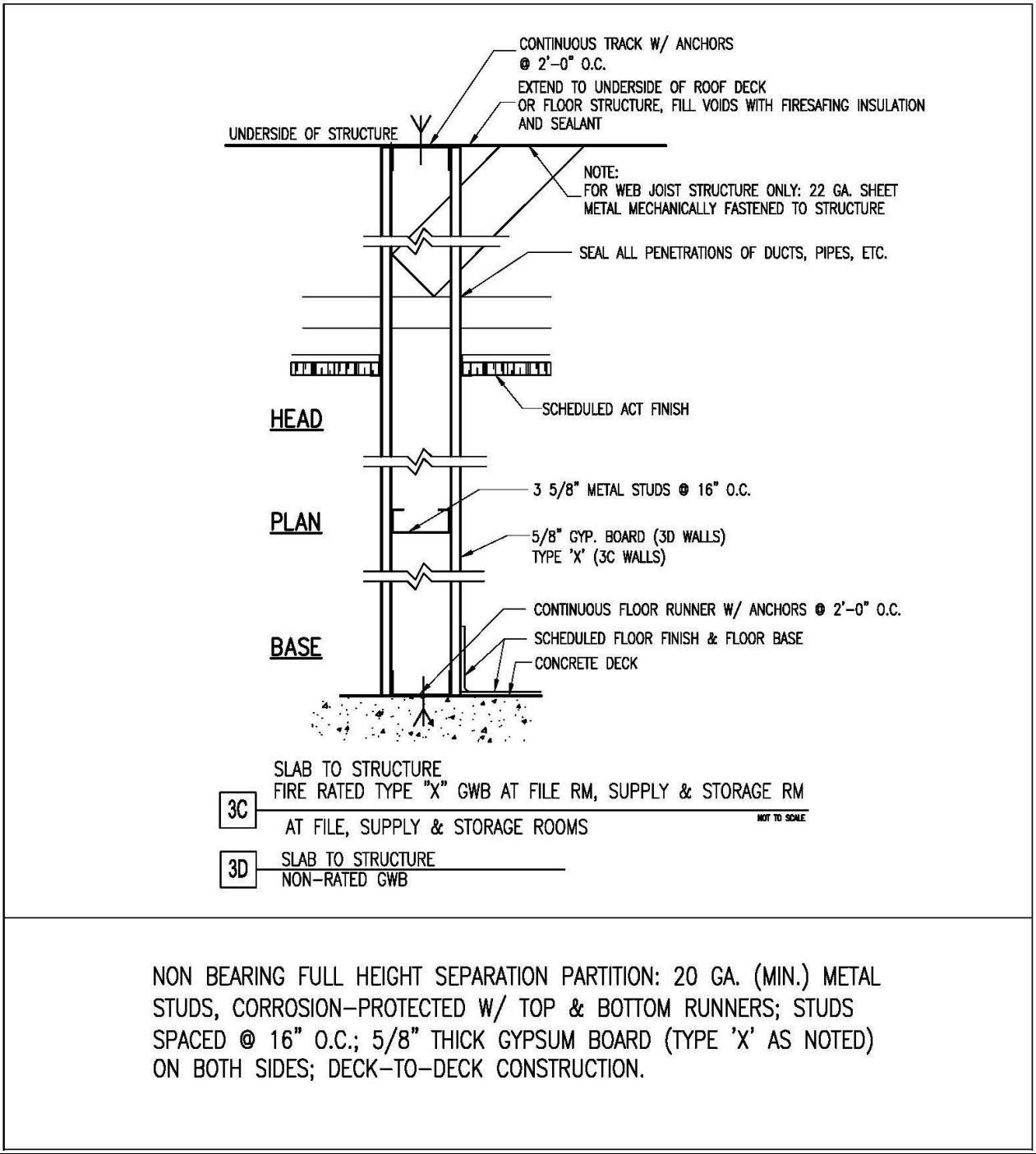
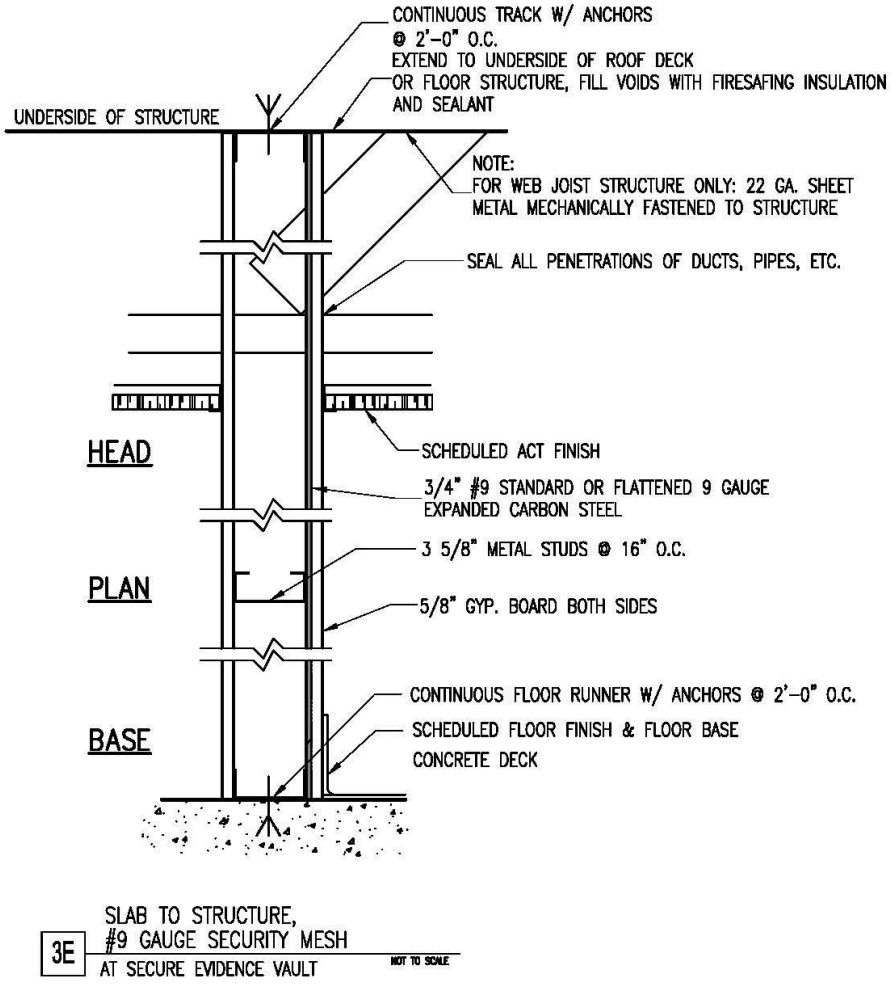


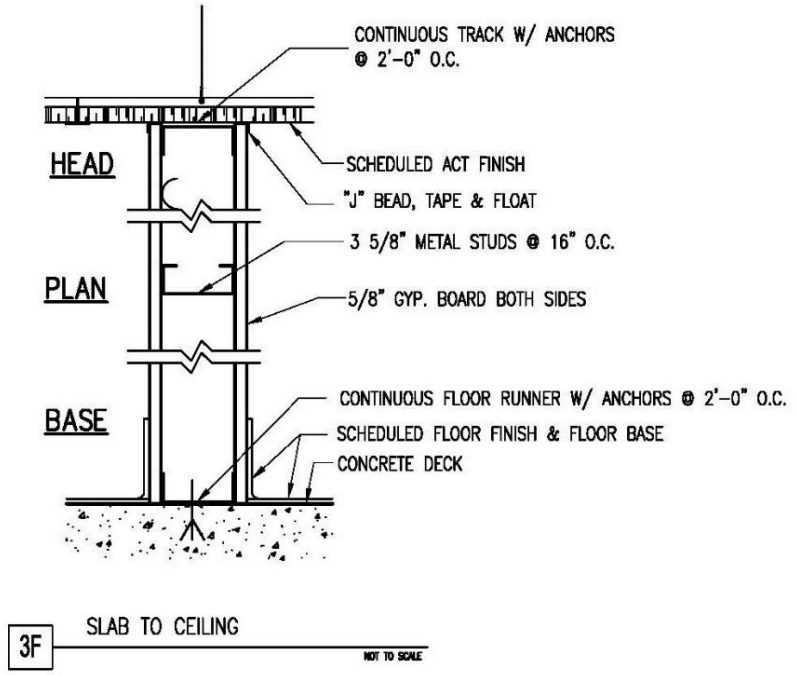
EXHIBIT #03C: SLAB TO SLAB, W/ TYPE 'X' GWB

EXHIBIT #03D: SLAB TO SLAB, W/ TYPICAL GWB



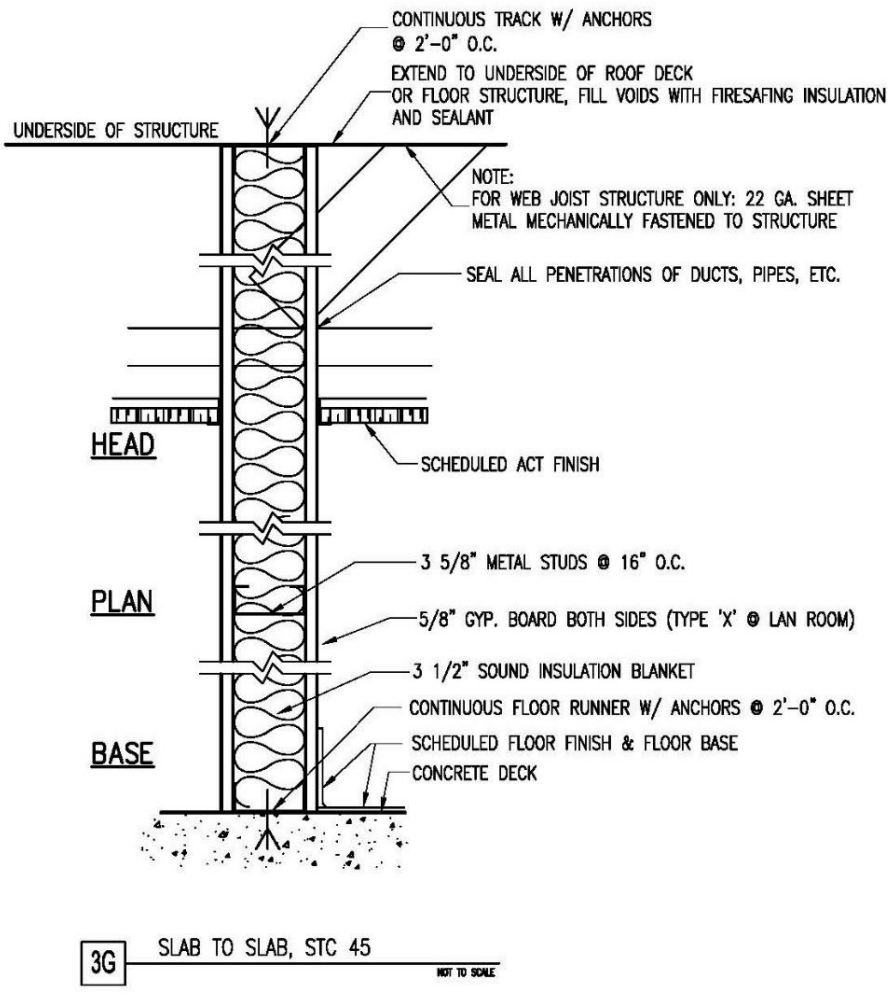
NON BEARING FULL HEIGHT SEPARATION PARTITION: 18 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3/4" #9 STANDARD 9 GAUGE EXPANDED STEEL SECURITY MESH BEHIND DRYWALL ATTACHED TO METAL STUDS; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–DECK CONSTRUCTION.

EXHIBIT #03E: SLAB TO SLAB, W/ EXPANDED SECURITY MESH



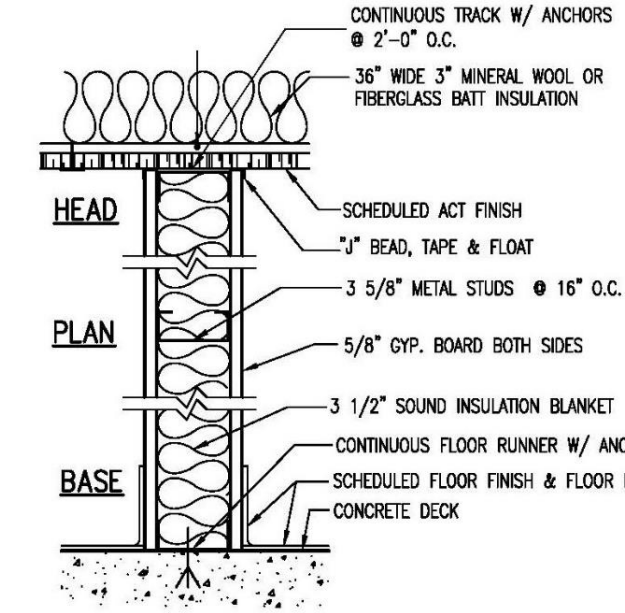
NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–UNDERSIDE OF CEILING CONSTRUCTION

EXHIBIT #03F: SLAB TO CEILING, NO STC RATING



NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3 1/2" MIN. MINERAL WOOL OR FIBER BATT INSULATION FRICTION FITTED BETWEEN STUDS; ACOUSTICAL BEAD SEALANT CAULKED AROUND EDGES; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–DECK CONSTRUCTION.

EXHIBIT #03G: SLAB TO SLAB, W/ SOUND INSULATIONS STC 45 RATING



3H SLAB TO CEILING W/36" WIDE BATT INSULATION ABOVE CEILING
NOT TO SCALE

NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3 1/2" MIN. MINERAL WOOL OR FIBER BATT INSULATION FRICTION FITTED BETWEEN STUDS; ACOUSTICAL BEAD SEALANT CAULKED AROUND EDGES; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–UNDERSIDE OF CEILING CONSTRUCTION: 36" BATT INSULATION IN CEILING AROUND THE PERIMETER ROOM

EXHIBIT #03H: SLAB TO CEILING, W/ SOUND INSULATIONS ABOVE CEILING

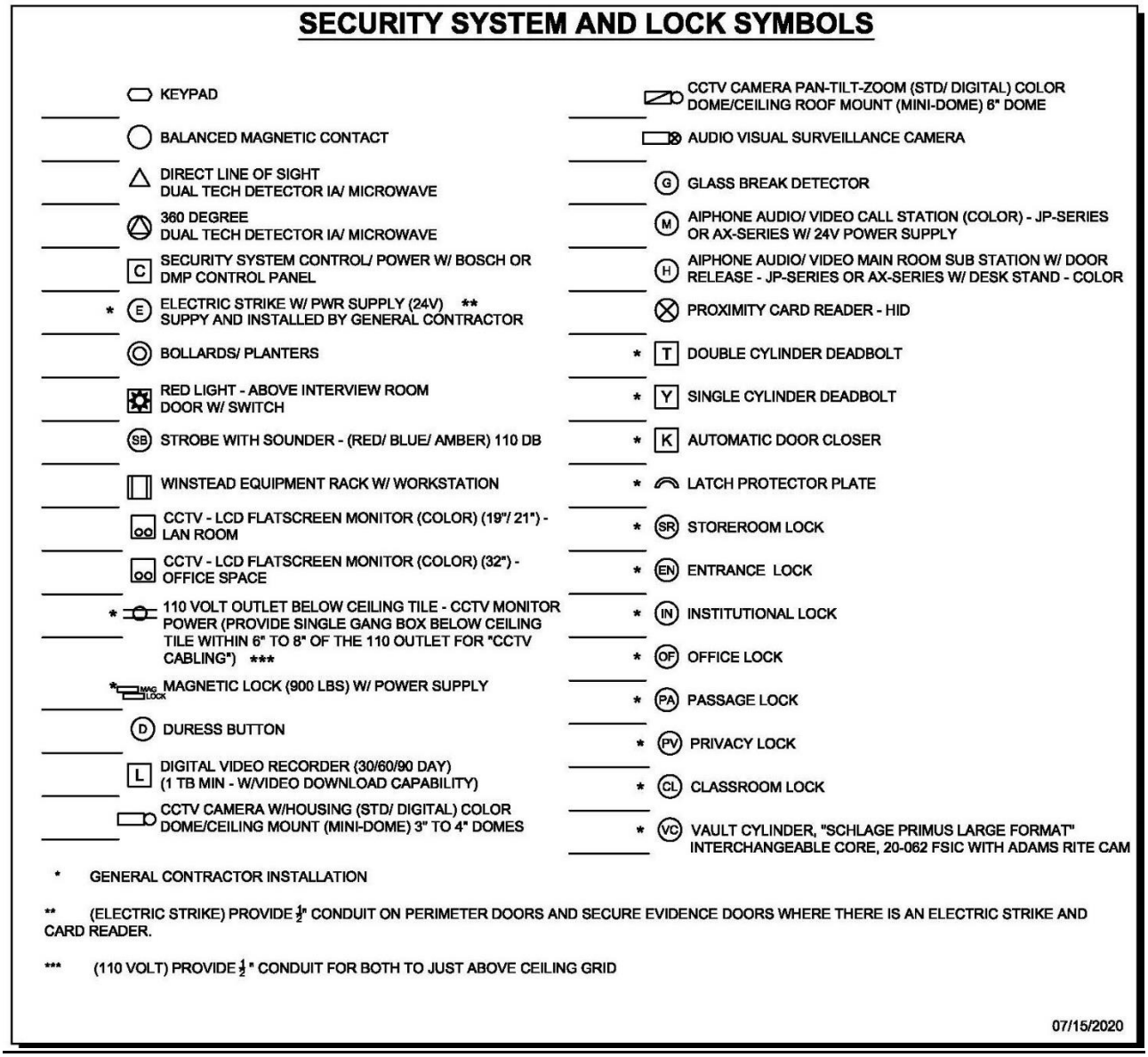


EXHIBIT #04: SECURITY SYSTEM AND LOCK SYMBOLS

ELECTRONIC PORTAL CONTROLS

The following are the minimum requirements for Electronic Portal Controls including electric strikes, magnetic locks and other electronic controls. ATF's Physical Security Branch will determine the need for and authorize electronic portal controls.

A) DEVICE SPECIFICATIONS

All electronic locks installed in ATF space shall have:

1) Leakage of under 60 Gauss at 6 inches and less than 1 Gauss at 2 inches energized or de-energized.

2) A 600 pound forcing strength (in the opening direction). Forcing strength shall be measured in actual pressure in pounds that it takes to pull the lock apart.

3) Capability to operate with 12 or 24 volt D.C. power and to integrate with a remote opening system / device.

4) Standard built in electronics to eliminate residual magnetism and also to provide transient suppression.

5) Capability to meet guidelines from ANSI and BHMA and be U.L. listed for burglar resistance.

6) A status sensing mechanism that indicates the door is closed and locked.

7) Applicability for installation with hollow metal, solid core wood door, glass aluminum and fire doors.

8) Capability of fail-safe or failure-secure operation.

9) Protection against forced attack such as picking, drilling and prying.

10) Resistance to rust and water.

B) INSTALLATION REQUIREMENTS

1) All leads for the electronic locks shall be inaccessible from the exterior (unprotected side) of the door. When leads must be installed exposed, all wiring shall be encased in armored cable.

2) All devices shall be installed per the manufacturer's specifications.

3) All doors designated as Emergency Exits shall use a U.L. listed fail-safe device.

4) All electronic locking devices shall be powered from a constant, continuous power source.

EXHIBIT #05: ELECTRONIC PORTAL CONTROLS

REFERENCE
The publications listed below form a part of this specification. UNDERWRITERS LABORATORY UL 752 10th Edition, Standard for Bullet Resisting Equipment dated March 10, 2000. ASTM E119-98 Standard Test for One-Hour Fire-Rating of Building Construction and Materials.

SUBMITTALS
Submit for approval prior to fabrication samples, brochures, specifications, UL LISTING Verification and UL752 Current Test Results as provided by Underwriters Laboratories, and printed data in sufficient detail to indicate compliance with the contract documents. ASTM E119-98 One-Hour Fire Rating of Building Construction and Materials. Manufacturer's Instructions for installation of Bullet Resistant Fiberglass Panels.

DESIGN
Through the design, manufacturing technique and material application the Bullet Resistant Fiberglass shall be of the "non ricochet type". This design is intended to permit the encapture and retention of an attacking projectile lessening the potential of a random injury or lateral penetration.

DELIVERY, STORAGE AND HANDLING
Deliver the materials to the project with the manufacturer's UL LISTED Labels intact and legible. Handle the material with care to prevent damage. Store the materials inside under cover, stack flat and off the floor.

WARRANTY
All materials and workmanship shall be warranted against defects for a period of two (2) years from the date of receipt at the project site.

PRODUCTS

2.1 BULLET RESISTANT FIBERGLASS MATERIAL
The panels shall be made of multiple layers of woven roving ballistic grade fiberglass cloth impregnated with a thermoset polyester resin and compressed into flat rigid sheets. The production technique and materials used shall provide the controlled internal delamination to permit the encapture of a penetrating projectile. Bullet Resistant Fiberglass panels: 7/16" maximum thickness, and 4.7 pounds per square foot maximum weight.

1. ArmorCore Level 3 by Waco Composites I. Ltd., Waco, Texas. Toll Free 866-688-3088, Fax#(254)776-1424, Web Site: www.armorcore.com
2. GE Polymershapes Insulgard, 7663 Industrial Boulevard, Allentown, PA 18106, 800-893-9657, Fax# (610) 366-7701, Web Site: www.insulgard.com

2.2 SECURITY LEVEL
The Bullet Resistant Fiberglass will be rated and tested for UL752 Level 3.

EXECUTION
3.1 SUPPORTING MEMBERS
Prior to installing the bullet resistive material the contractor shall verify that all supports have been installed as required by the contract documents and the architectural drawings.

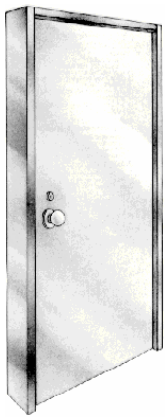
3.2 JOINTS
All joints shall be reinforced by a back-up layer of bullet resistive material. The bullet resistance of the joint, as reinforced, shall be at least equal to that of the panel. Minimum width of reinforcing layer at joint shall be 4-inches (2" on each panel or a 2" minimum overlap).

3.3 APPLICATION
Armor shall be installed in accordance with the manufacturer's printed recommendations. Armor panels shall be adhered using an industrial adhesive, mastic, screws or bolts. Method of application shall maintain the bullet resistive rating at junctures with the concrete floor slab, the concrete roof slab, the bullet resistive door frames, the bullet resistive window frames, and all required penetrations.

Note this is a sample specification from the ArmorCore **Level 3** by Waco Composites I. Ltd., Waco, Texas. Other manufactured bullet resistant armor meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the bullet resistant armor.

EXHIBIT #06: SECURITY ARMOR

INSULGARD CORPORATION
HM544 BULLET RESISTING DOOR SYSTEM



Bullet Resisting Product Data

FEATURES

- U.L. LISTED LEVEL 3
- 11 GAUGE FACE SHEETS
- CONTINOUS HINGE PREPARATION
- CLOSER REINFORCED
- COMPLETE HARDWARE OUTFITTING
- 3' 0" X 7' 0" FULL OPAQUE DOORS
- DOOR AND FRAME SHIPPED AS COMPLETE UNIT
- USE OF GE PLASTICS LEXGARD® IN VISION LITE

PRODUCT DESCRIPTION

- The Insulgard HM544 Bullet Resisting Door System is designed to defeat ballistic assaults from a .44 Cal. Magnum handgun per testing under UL standard 752 at Underwriters Laboratories. The door is a hollow metal swing type for interior and exterior use, and standard door usage.

BASIC USE

- Use of this door system is to provide protection in those applications where a ballistic attack threat exists. Such applications are often in convenience stores, law enforcement facilities, hospital pharmacies and many other "at risk" facilities. It is recommended that this door be used in conjunction with protected wall areas.

LIMITATIONS

- This door has been designed to meet the Level 3 ballistic resistance standard as set forth by UL Standard 752. It is recommended that each end user should determine his ballistic threat and determine the correct product to meet and resist that threat.

CONSTRUCTION

- Doors are to be full flush construction of 11 gauge ballistic steel face-plates arc welded to 14 gauge interior lock and hinge rails. Each door will have 14 gauge vertical steel stiffeners. Top and bottom of door to receive 14 gauge closure channels.
- Door framing will be constructed of 11 gauge ballistic steel and be offered in types for drywall and masonry openings.
- Door hardware (standard) will be: Continuous hinges, LCN closer
- Optional Hardware - Hardware materials shall be of a type listed above, unless otherwise requested. Contact your nearest Insulgard Corporation representative for additional optional hardware information.
- Finish - All doors and frames furnished prime painted, ready for final finish in field.

SIZES AND OPTIONS

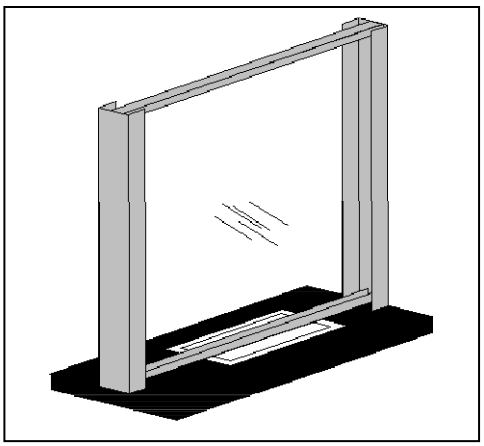
- Door Thickness: 1-3/4"
- Frame thickness: 2" x 6-3/4"
- Standard door sizes: 36"x 84"
- (other sizes & styles available - 4 weeks)
- Door rough opening size: 40 1/2" x 86 1/4"
- Door shipping weight: 600 lbs SPECIFICATION
- Door Construction -
  Doors are constructed of steel plates, and steel tubes 1 1/2" thick.
- Door Frame Construction –
  Door frame assembly is constructed of formed steel plates. Framing dimensions are 2" wide x 6 3/4" deep. Door frames are completely fabricated at factory and shipped with doors attached. All door to be pre-tested for all locking functions, clearances, and ease of operation, to make field installation easier. All joint connections are welded to provide a rigid assembly when installed. Vertical jambs, door stops and transoms contain bullet resistant material equal to the value of the door unit. All seams of the door and frame are protected in the same manner. The door stop is built into the frame. Glenn Johnson Silencers are used at the lock jamb. Frames are pre-drilled to accept 1/4" anchors 18" O.C. Shims are provided to take up a space at each anchor. Wiring diagrams are shipped enclosed in the hardware packages.
- Hardware Assembly
  Each door is equipped as follows: Door closer per door; Deadbolt lockset; continuous hinge. All other hardware must be specified.

Contact factory at 1-800-638-6718, Fax 301-927-4531. Insulgard is a registered trademark of Insulgard Corporation1994 Copyright Insulgard Corporation.

Note this is a sample specification from the Insulgard Corporation. Other manufactured bullet resistant door(s) meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the bullet resistant door(s).

EXHIBIT #07: BULLET RESISTANT DOOR

INSULGARD® CORPORATION
SV TRANSACTION WINDOW



FEATURES

- Natural voice transmission system
- Stainless steel voice rails and cash tray
- Use of GE Plastics Lexgard laminates
- Delivered assembled & ready for installation
- U.L. Listed

BALLISTIC OPTIONS

- U.L. 752 Level 3

WINDOW SIZE

- See Design Intent Plans prepared by ATF

VOICE RAIL FINISH

- Stainless Steel (Standard)

COUNTER FINISH

- Stainless Steel

HANDLING INFORMATION

- Handling: Care should be exercised during shipping and handling to maintain transaction window appearance.
- Storage: Store upright in a dry, well ventilated building or shelter at a constant temperature. Do not store in damp areas or freshly plastered buildings. Place unit on wood blocks at least 2" high to prevent moisture damage.
- Application: Remove from protective container just prior to installation. Care should be exercised when installing window to insure that installation is level, plumb, square and secure.

WINDOW CONSTRUCTION

1. Constructed of stainless steel side-around voice tubes which surround vertical edges of bullet resisting glazing. Glazing affixed to voice tubes at top and bottom with side separation for natural voice transmission.
   a. Voice tubes armored with bullet resisting material consistent with threat level.
2. Standard base construction is layered particle board with plastic laminate covering.
   a. Base armored with bullet resisting material consistent with threat level.
   b. Deal tray to be stainless steel with bullet-trap below. Bullet-trap bullet resistance to be consistent with threat level.

WINDOW GLAZING

1. Glazing materials shall be of a type listed by Underwriter's Laboratories, Standard 752 for bullet resistance and/or tested by H.P. White Laboratory for specified bullet resistance.
2. Bullet resisting protection level shall be as specified by end user and consistent with threat level.

Contact factory at 1-800-638-6718, Fax 301-927-4531 Insulgard is a registered trademark of Insulgard Corporation
Lexgard is a registered trademark of the GE
1994 Copyright Insulgard Corporation

Note this is a sample specification from the Insulgard Corporation. Other manufactured bullet resistant window(s) meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the bullet resistant window(s).

EXHIBIT #08: BULLET RESISTANT TRANSACTION WINDOW

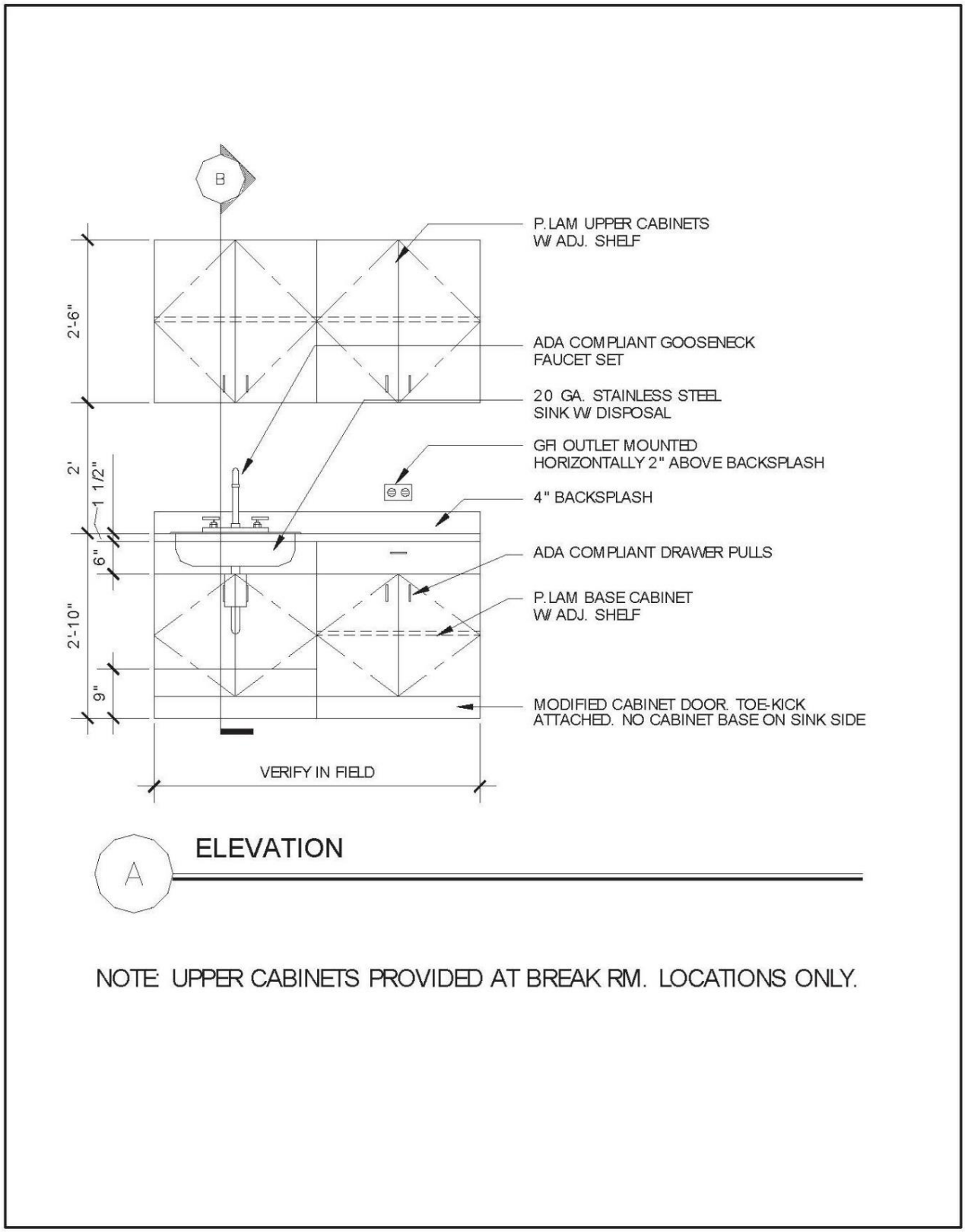


EXHIBIT #09A: SINK CABINET ELEVATION

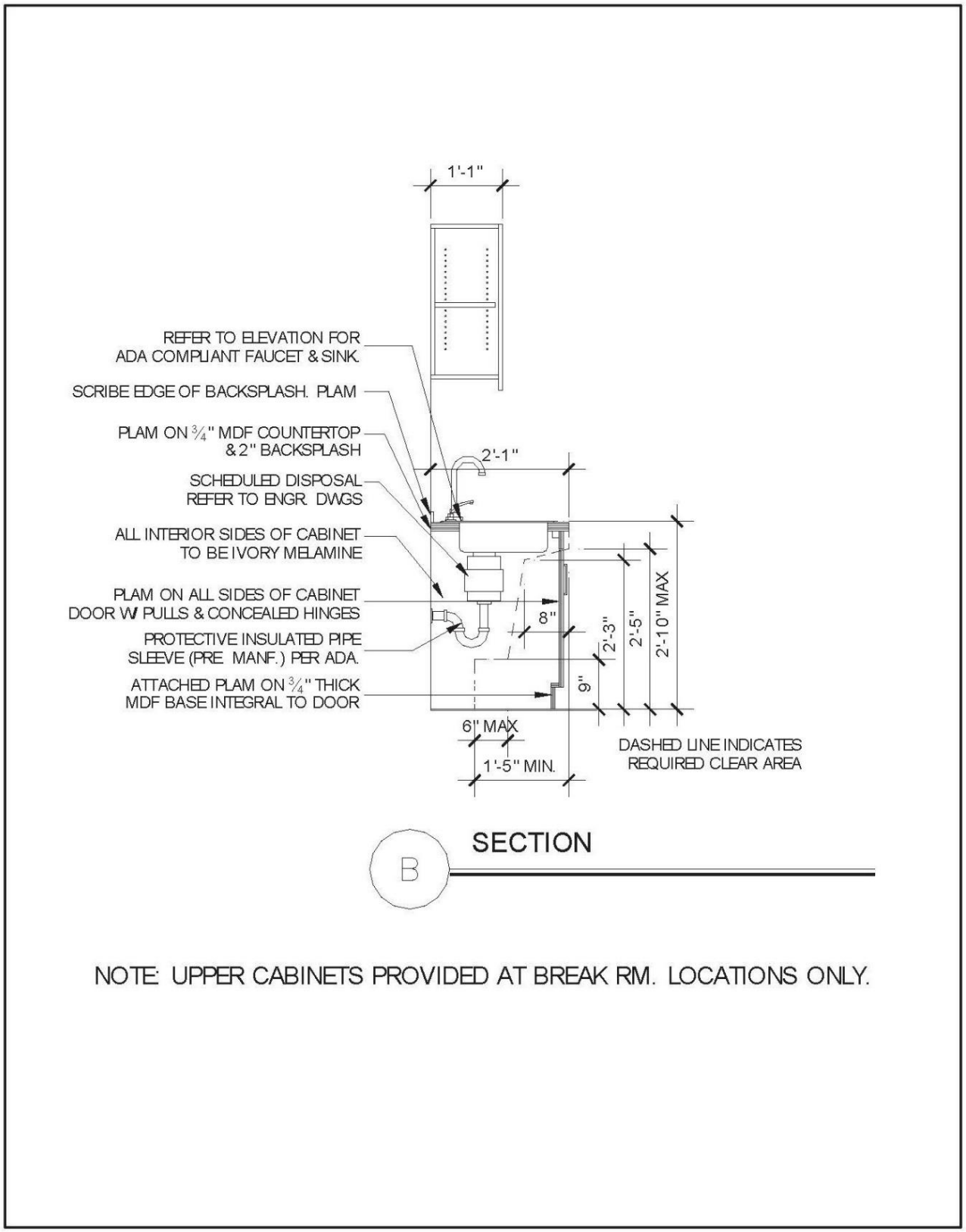


EXHIBIT #09B: SINK CABINET SECTION

SPECIFICATIONS:

1. Handcuff Bars:

Comply with ASTM F 446 from ASTM A 554 stainless steel tubing, 18 gauge, Type 304; formed 1- ½" radius return to wall at each end; heliarc- welded to minimum 11 gauge stainless steel flange. Size: 1-1/2" outside diameter.



a. Finish:

Stainless steel knurled/peened finish.

b. Sizes and configurations:

32" long grab bar. Confirm exact location with the field office.

c. Concealed Mounting Flanges:

Stainless steel, 3" diameter by ½" deep, with 13 gauge steel tenon plate for concealed attachment, using three (3) set of tamper proof screws.

OR

2. D-Rings:

Provide two wall mounted D-Rings mounted on two stainless steel kickplates. The mounted D-Rings can be found at Grainger. The mounted D-rings are used for fall protection system and are manufactured by Miller. D Ring, Mounted, Steel Grainger
Item # 3ZL94.

The rings should be mounted 5" AFF and 25" AFF. The D-Rings are screwed to wood blockings behind the drywall partition. Grind all bolts down or use tamper proof screws to prevent anyone from removing the D- rings from the wall.





EXHIBIT #10: HANDCUFF BAR and D-Ring

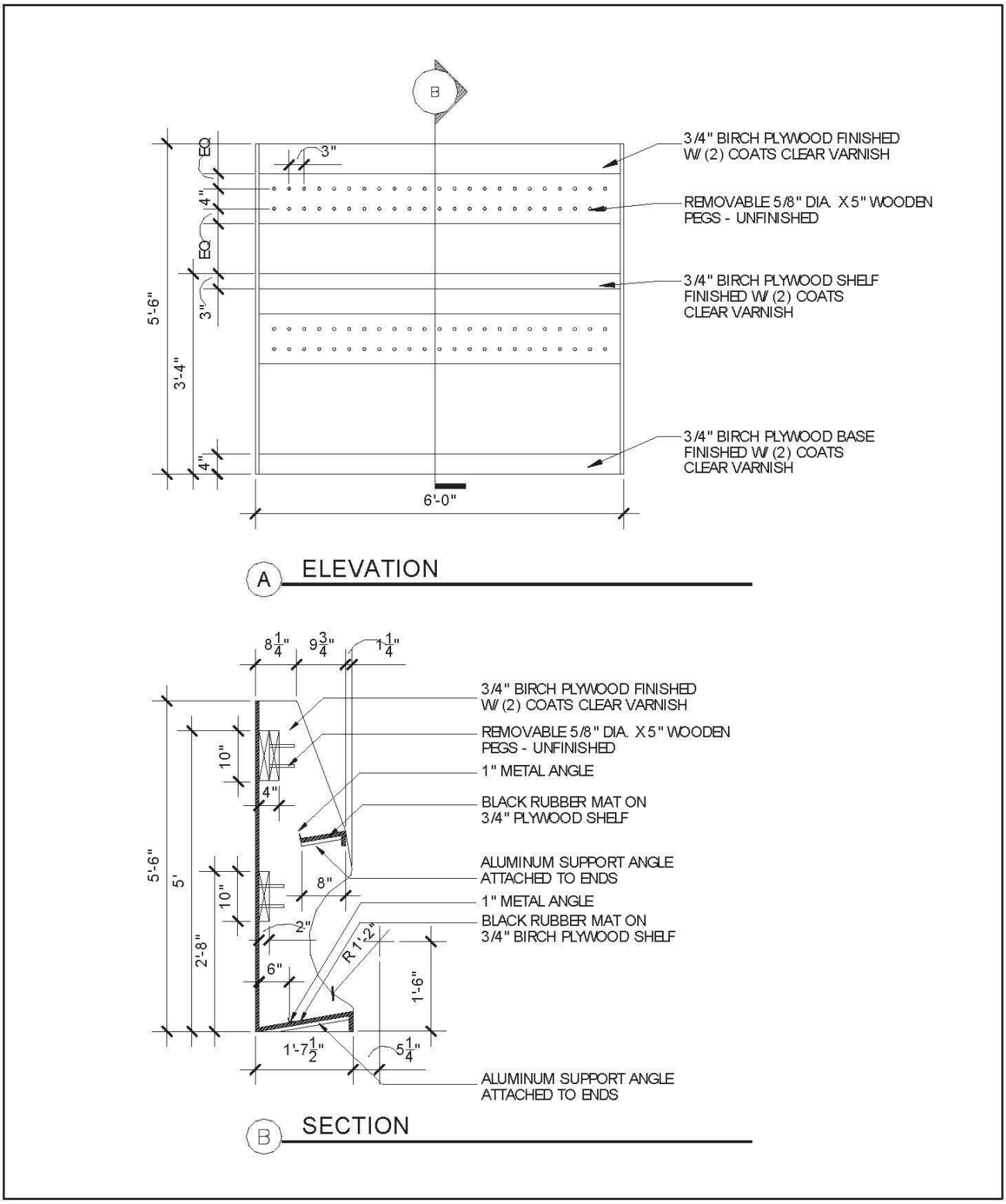


EXHIBIT #11: LONG GUN RACK

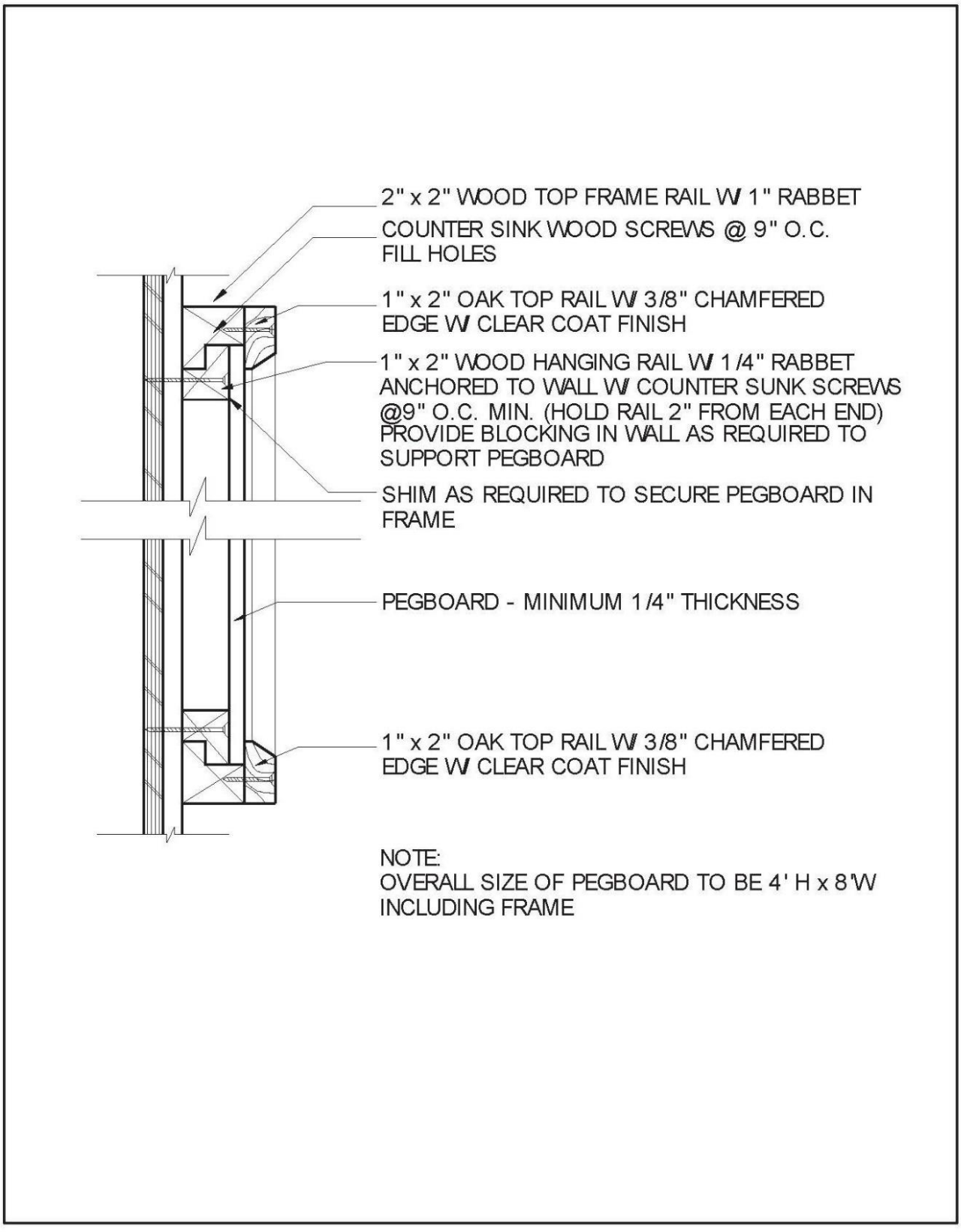


EXHIBIT #12: PEGBOARD DETAIL

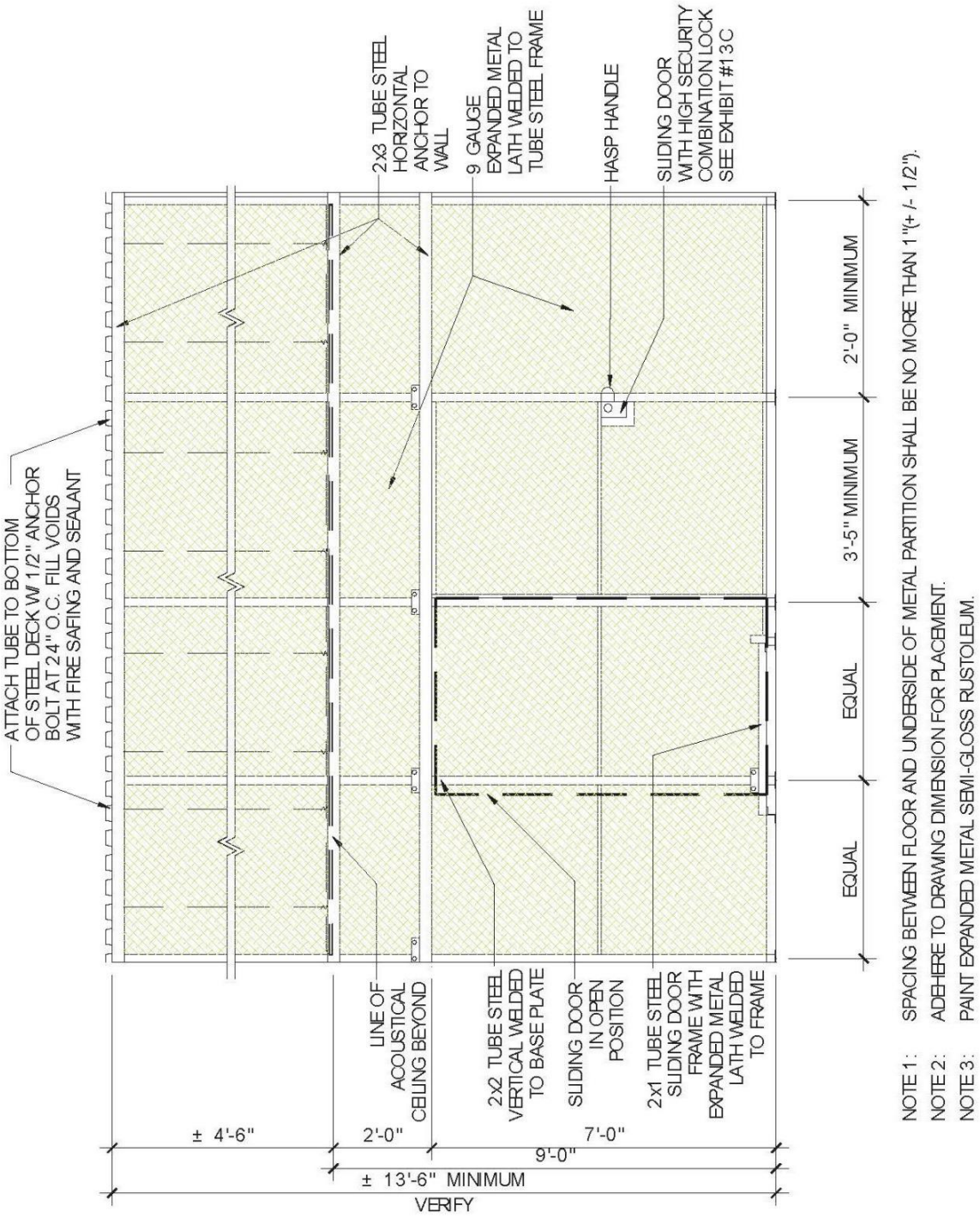


EXHIBIT #13A: SECURED STORAGE GATE – ELEVATION

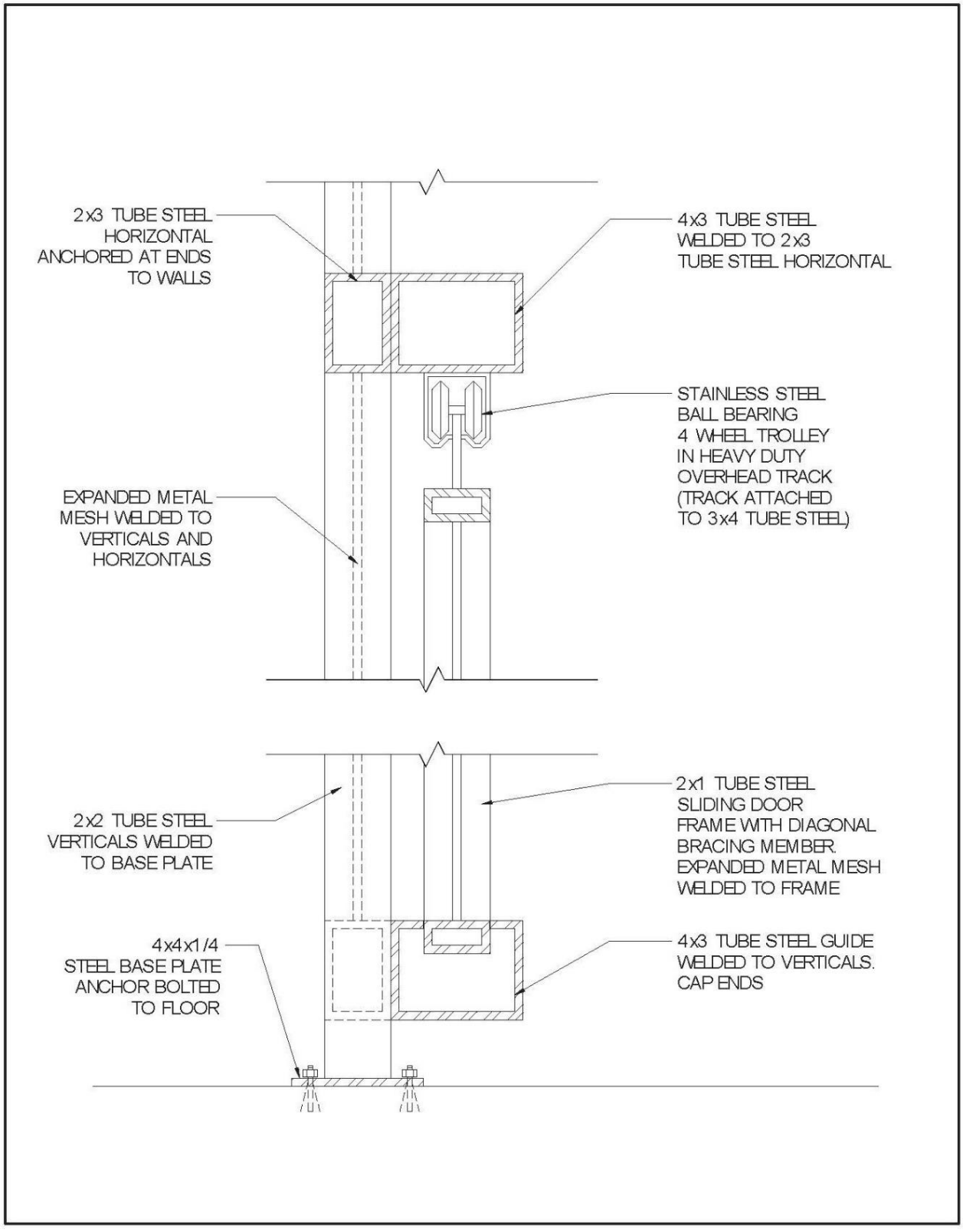


EXHIBIT #13B: SECURED STORAGE GATE – SECTION

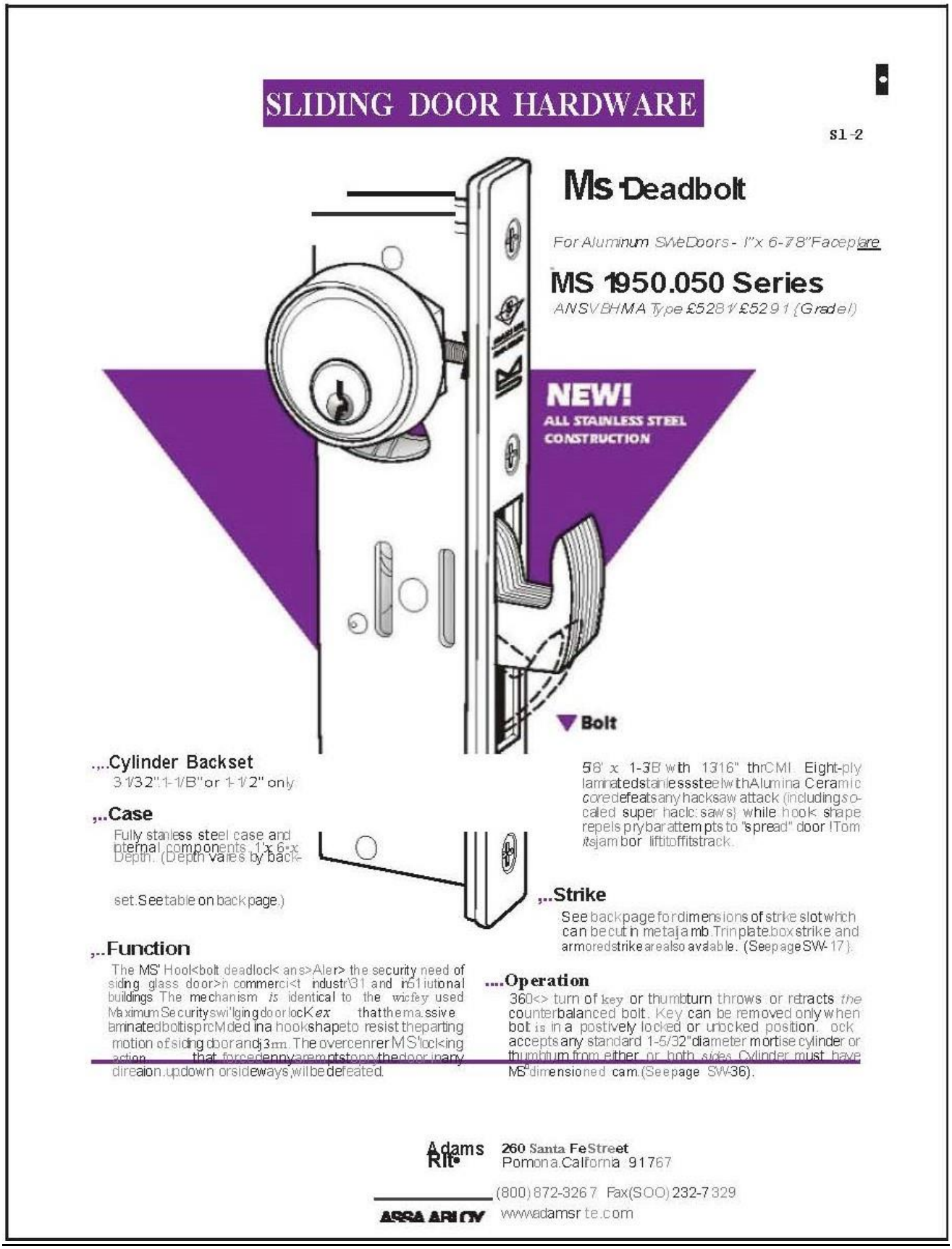
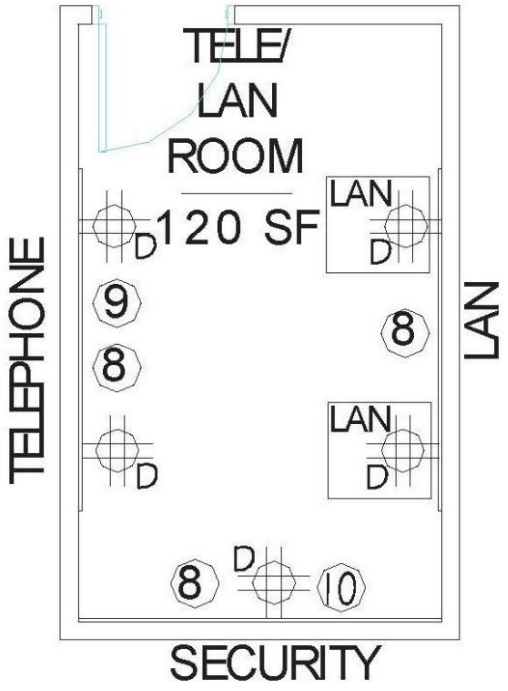


EXHIBIT #13C: SECURED STORAGE GATE – SLIDING DOOR HARDWARE



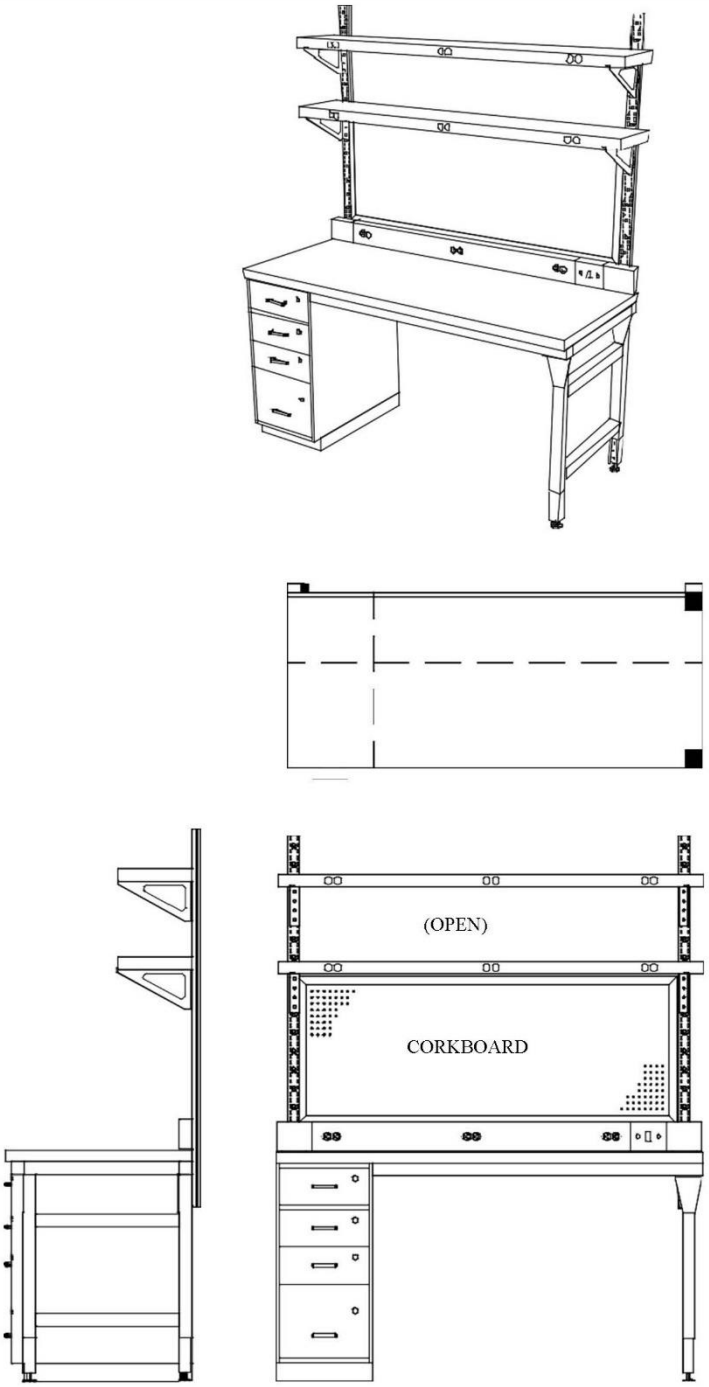
NOTE: REFER TO CORRESPONDING NOTES ON DRAWING FOR FURTHER INFORMATION.

EXHIBIT #14: TYPICAL TELEPHONE / LAN ROOM

Series 7000 Technician Stations
30"D x 72"L x 36-3/4"H
Overall Height: 86-3/4"
Maple Top
#0001 Tan Powder-Coat Paint Finish

Consists of the Following Components:

- 8111-STOCK TOP
  MAPLE 30Dx72L
- 7009-01-0015
  CABINET-TO-LEG FRAMES
  30Dx72L
- N7057-0015
  HI-TECH CABINETS 4-DRAWERS
  35Hx29D
- 3400
  BACKUP CHANNEL
- 1221-0015
  DOUBLE CROSSBAR LEG
  30Dx30/37 WORKHEIGHT
- 1015-0015
  END CAPS FOR BASIC
  TUBEFRAME
- P2401
  DRAWER LOCK – STD. HUDSON
  LOCKS – KEYED ALIKE
- 3006-0015
  DOUBLE STANDARD UPRIGHTS
  60L
  (Allow 9" of length for mounting)
- 3022-0015
  BASIC SHELF OT/UT 12Dx72L
- 3010-01-0015
  SHELF BRACKETS 12D
- 3356-CB-01
  CORKBOARD 24x72
- 3161-0015
  WIRETHROUGH 72L, 3DUP, CB, PL
  (Customer to supply own power from
  bench to main source)
- 3167-0015
  WIRETHROUGH BRACKETS FOR
  MOUNTING
- 3061-01
  POWER CORD

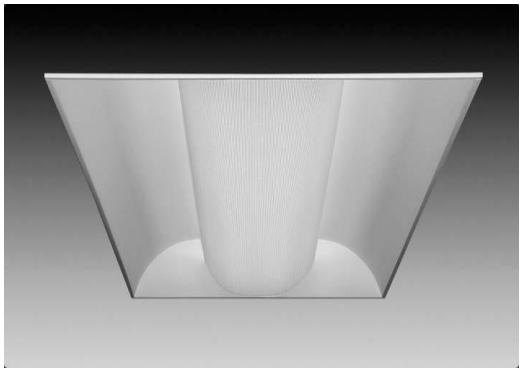


workplace® SYSTEMS, INC. MODULAR WORK SYSTEMS
562 MAMMOTH ROAD, LONDONDERRY, N.H. 03053 (603) 622–3727

FOR PRICING CONTACT: WORKPLACE SYSTEMS INC. KATHY WEBSTER 1-800-258-9700

EXHIBIT #15: WORKBENCH – TOO & ETB

Focal Point
Luminaire Series Model – Luna (FLU) Lighting



DESIGN: Classic recessed indirect, perforated center basket design. Also available in narrow and split basket designs.

PERFORMANCE: Provides high angle uniform distribution. High reflectance, low gloss Matte White finish controls glare. Reflector and end caps form seamless one-piece housing, painted after fabrication. Perforated shield hinges out for easy re-lamping.

APPLICATION: Luna is truly at home in any environment and is ideal for open offices and classrooms. Luminaires may be continuously row mounted.

SPECIFICATIONS (denotes ordering codes)

- Model: Luna (FLU)
- Sizes:
  - 2'x2' (22)
  - 2'x4' (24)
- Bi-Directional Distribution (B)
- Three Lamp (3)
- Lamp Type: T8 (T8)
- Electronic Instant Start Ballast (E)
- 120 Volt (120)
- Mounting in grid (G) or slot tee (ST) will vary depending upon building standards
- Perforated Shield (PS)
- Matte Satin White Finish (WH)

Focal Point
4141 S. Pulaski Road
Chicago, IL 60632
773.247.9494
www.focalpointlights.com

***Note: This is a sample specification from Focal Point. Other manufacturer lighting meeting the minimum specifications noted above may be accepted by TENANT. However, contractors must submit documentation to TENANT for approval prior to purchasing and installation.**

EXHIBIT #16: LIGHTING SPECIFICATION



SPEAKMAN

EYE/FACE WASH
Wall-Mount and Pedestal-Mount Eye/Face Washes

Innovative square bowl and wide spray pattern make it easy to rinse the entire face.

Specifications: Six outlets supply converging streams to form a 9" x 8" curtain of aerated water. Gentle-acting bubbles created by the aeration won't drive particles or chemicals deeper into the eye. Features your choice of ABS Plastic or stainless steel bowl, brass heads with high-visibility yellow polypropylene shields and supply line strainers with removable stainless steel filter.

With the following Options:

1. ***Drench Hose Option*** features an aerated spray nozzle and 5' of hose to direct water where you need it--can be added to any of the models.

2. ***Foot Pedal Option*** activates eye wash by foot so hands are free to hold eyes openfor thorough irrigation.

Valve Assembly: 1/2" NPTF chrome-plated brass, stay-open ball valve.
- ***Water Supply:*** 1/2" NPTF.
- ***Flow Rate:*** 12 gpm at 20 psi.

Compliance: ANSI Z358.1-1998. SGS USA Testing Co. certified

NOTE: This is sample specification. Other manufactured Wall-Mount and Pedestal Mount Eye/Face Washes meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the Eye/Face Wash.

EXHIBIT #17: EYE / FACE WASH

Protector Premier Laboratory Hoods

with built-in blower

Model # 4880200



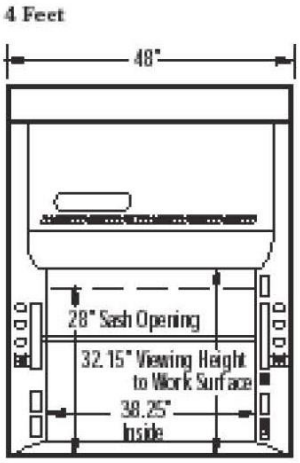
Model Requirements:

- **Ductwork.** Contact Labconco for recommendations.
- **Work Surface.** Spill Stopper Worksurface – Catalog # 9874100
- **Base Cabinet or Stand.** Protector Solvent Storage Cabinets Catalog # 9902000

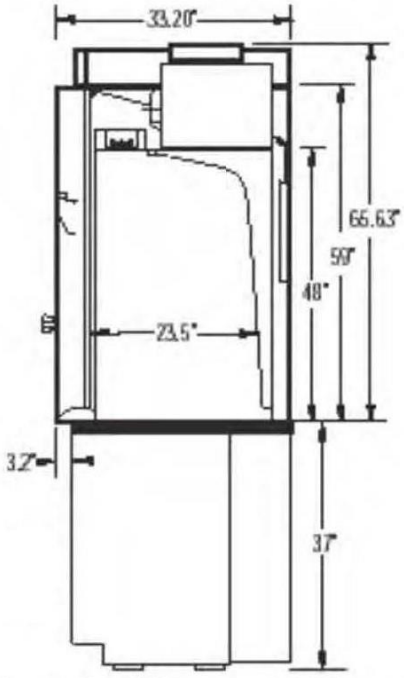
Color: White with Charcoal Trim

Model Features:

- Built-in belt driven, corrosion-resistant exhaust blower with molded Thermoplastic housing and non-sparking, coated aluminum impeller
- By-pass airflow design
- Ergonomic air foil with aerodynamic Clean-Sweep airflow openings
- Glacier white, dry powder epoxy-coated steel exterior
- One-piece molded fiberglass liner and pre-set baffle(s) with flame Spread less than 25 per ASTM E-84
- 3/16" thick tempered safety glass vertical-rising sash with epoxy-coated aluminum frame
- Removable front and side panels and front access to plumbing and Electrical wiring
- 10.81" ID exhaust connection



FRONT VIEW



SIDE VIEW

Protecting your laboratory environment LABCONCO

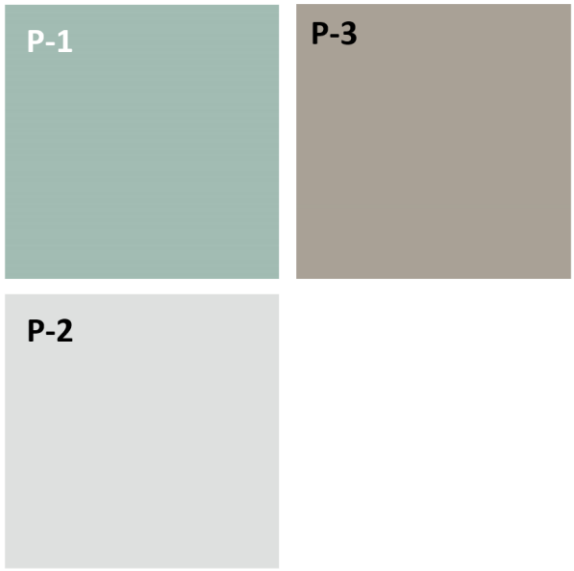
Labconco Corporation 8811 Prospect Ave. Kansas City, MO 64132
800-821-5526; 816-333-8811 Fax 816-363-0130
Email: labconco@labconco.com
www.labconco.com

EXHIBIT #18: FUME HOOD

EXHIBIT #19: PARKING

Secured onsite parking spaces are required for government vehicles. Access to the parking area is required at all times (24-hours per day). It is desirable that only ATF personnel have access to the parking area. Parking must be provided on-site. Access to the parking lots must be controlled when possible. Additional parking requirements to be determined by the agency during the design phase of the project.

Finish Option 1 – Paint

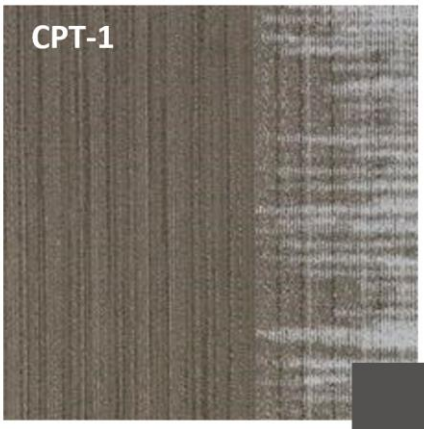


P-1
Manuf: Sherwin Williams
Color: SW6213 - Halcyon Green
Finish: Eggshell
Note: Accent paint

P-2
Manuf: Sherwin Williams
Color: SW0055 - SW7656 - Rhinestone
Finish: Eggshell
Note: Walls

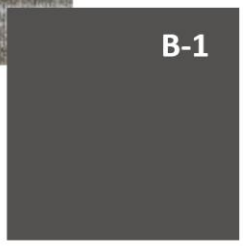
P-3
Manuf: Sherwin Williams
Color: SW7640 - Fawn brindle
Finish: Trim – Semi-Gloss; Clg-Eggshell
Note: Ceiling & Trim

Finish Option 1 – Carpet



CPT-1
Manuf: Shaw Carpet Tile
Style: 59115 - Horizontal Edge Tile
Color: 67761 – Sterling Seam
Size: 18” x 36”





B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4”

EXHIBIT #20A: FINISH OPTION 1

Finish Option 1 – Luxury Vinyl Tile



LVT-1
Manuf: Mohawk
Style: Morikato C0016
Color: Katana - 933
Location: Entry Area, Break Room
Size: 6”x48”



B-1
Manuf: Roppe
Style: Cove Base
Color: 178 - Pewter

Finish Option 1 – Vinyl Composition Tile



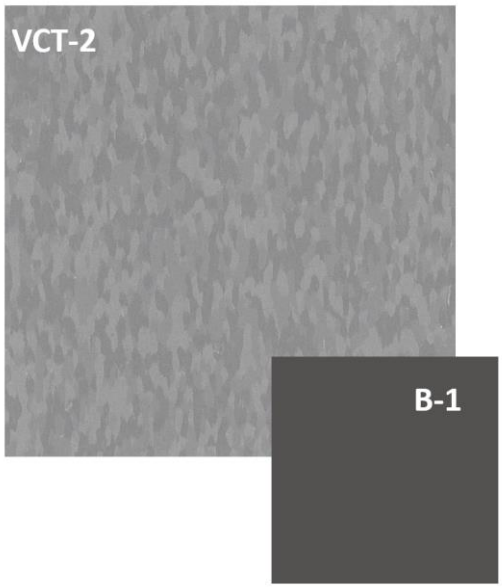
VCT-1
Manuf: Armstrong
Style: Excelon VCT Tile
Color: Z5929 - Blizzard
Size: 12” x 12”



B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4”

EXHIBIT #20A: FINISH OPTION 1 (CONT.)

Finish Option 1 – Vinyl Composition Tile



VCT-2
Manuf: Armstrong
Style: Excelon ESD
Static Control
VCT Tile
Color: 51957 - Ridge
Size: 12”x12”

B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 - Charcoal
Size: 4”

Finish Option 1 – Countertop & Cabinet



SOLID S-1
Manuf: Wilson Art
Style: Solid Surface Countertop
Color: 9200CS - Mystique

PLAM-1
Manuf: Wilson Art
Style: Plastic Laminate for Cabinets
Color: 7952 – Asian Sand
Notes: Cabinets

SS-1
Stainless Steel Countertops Option Pricing for Processing or for other Lab environments

EXHIBIT #20A: FINISH OPTION 1 (CONT.)

Finish Option 2 – Paint

P-1

P-3

P-2

P-1
Manuf: Sherwin Williams
Color: SW6516 - Down Pour
Finish: Eggshell
Note: Accent paint

P-2
Manuf: Sherwin Williams
Color: SW0055 Light French Grey
Finish: Eggshell
Note: Walls

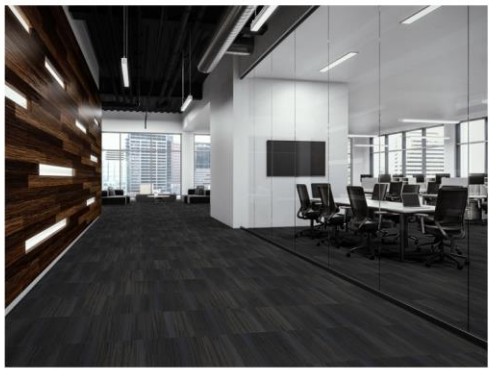
P-3
Manuf: Sherwin Williams
Color: SW7009 "Pearly White"
Finish: Trim – Semi-Gloss; Clg-Eggshell
Note: Ceiling & Trim

Finish Option 2 – Carpet

CPT-1

B-1

CPT-1
Manuf: Invision Carpet Tile
Style: 7025 Fiction Modular
Color: 1775 Irony
Size: 24" x 24"



B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4"

EXHIBIT #20B: FINISH OPTION 2

Finish Option 2 – Luxury Vinyl Tile

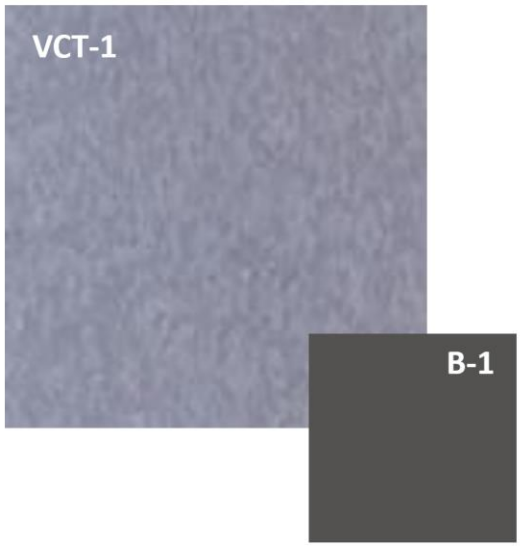


LVT-1
Manuf: Shaw Contract
Style: Solitude 0648V
Color: Smoke 48506
Location: Entry Area, Break Room
Size: 6”x48”



B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal

Finish Option 2 – Vinyl Composition Tile

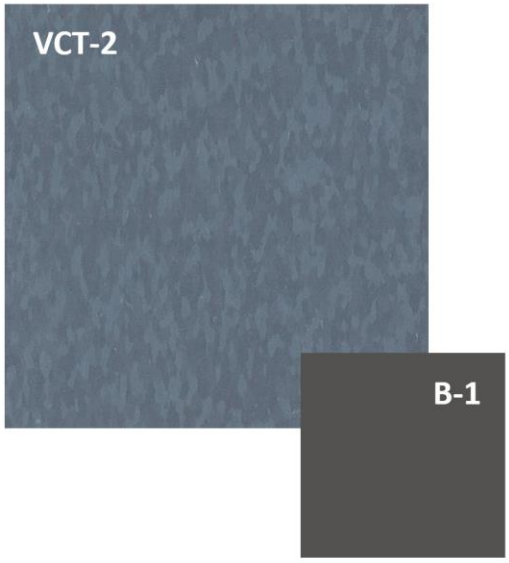


VCT-1
Manuf: Armstrong
Style: Excelon VCT Tile
Color: 51881 Blueberry
Size: 12” x 12”

B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4”

EXHIBIT #20B: FINISH OPTION 2 (CONT.)

Finish Option 2 – Vinyl Composition Tile



VCT-2
Manuf: Armstrong
Style: Excelon ESD Static Control VCT Tile
Color: 51958 - Ocean Air
Size: 12”x12”

B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 - Charcoal
Size: 4”

Finish Option 2 – Countertop & Cabinet



SOLID S-1
Manuf: Wilson Art
Style: Solid Surface Countertop
Color: 9074EA

PLAM-1
Manuf: Wilson Art
Style: Plastic Laminate for Cabinets
Color: 7850 – Beigewood
Notes: Cabinets

SS-1
Stainless Steel Countertops Option Pricing for Processing or for other Lab environments

EXHIBIT #20B: FINISH OPTION 2 (CONT.)

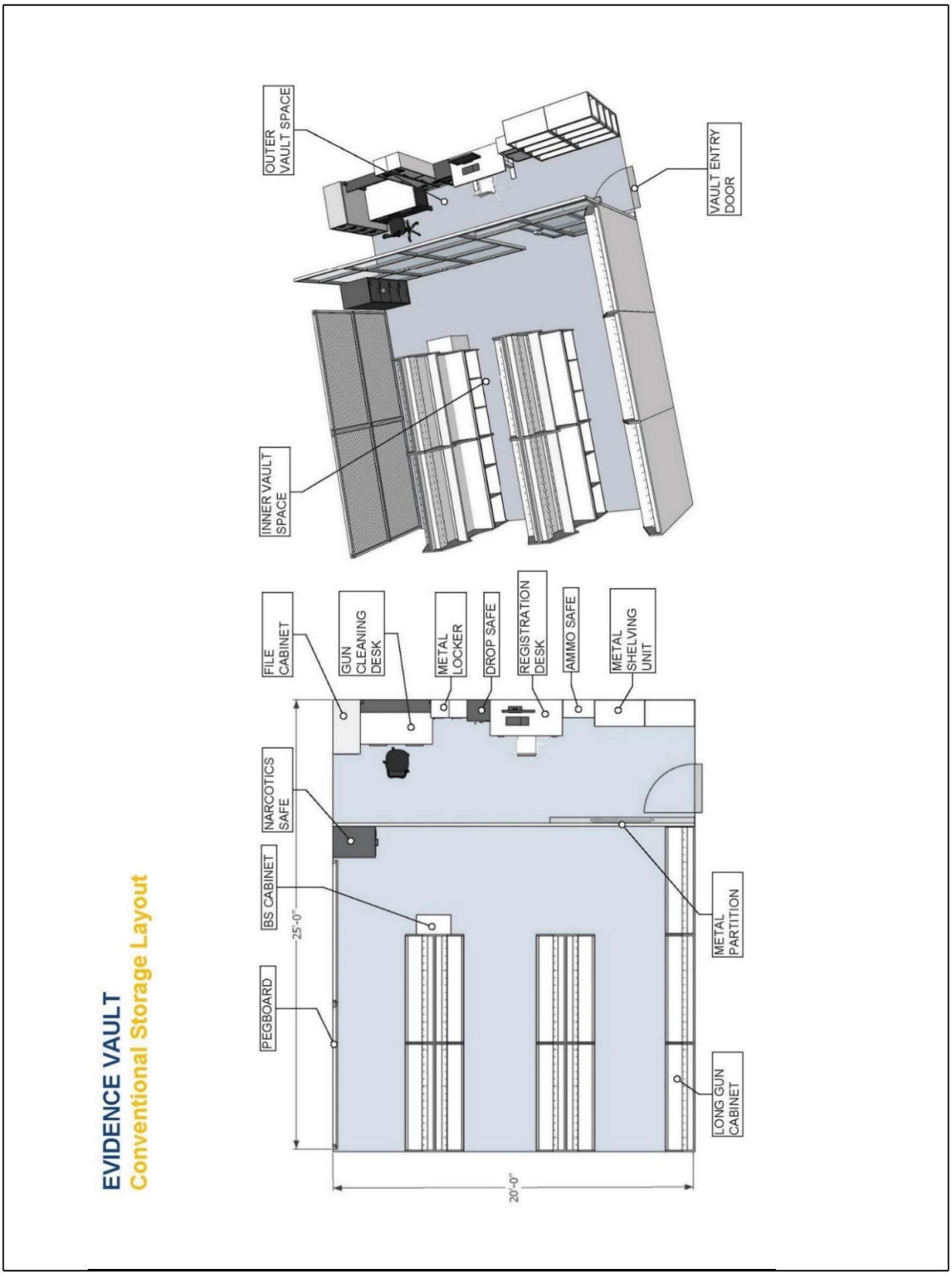


EXHIBIT #21A: EVIDENCE VAULT – CONVENTIONAL LAYOUT

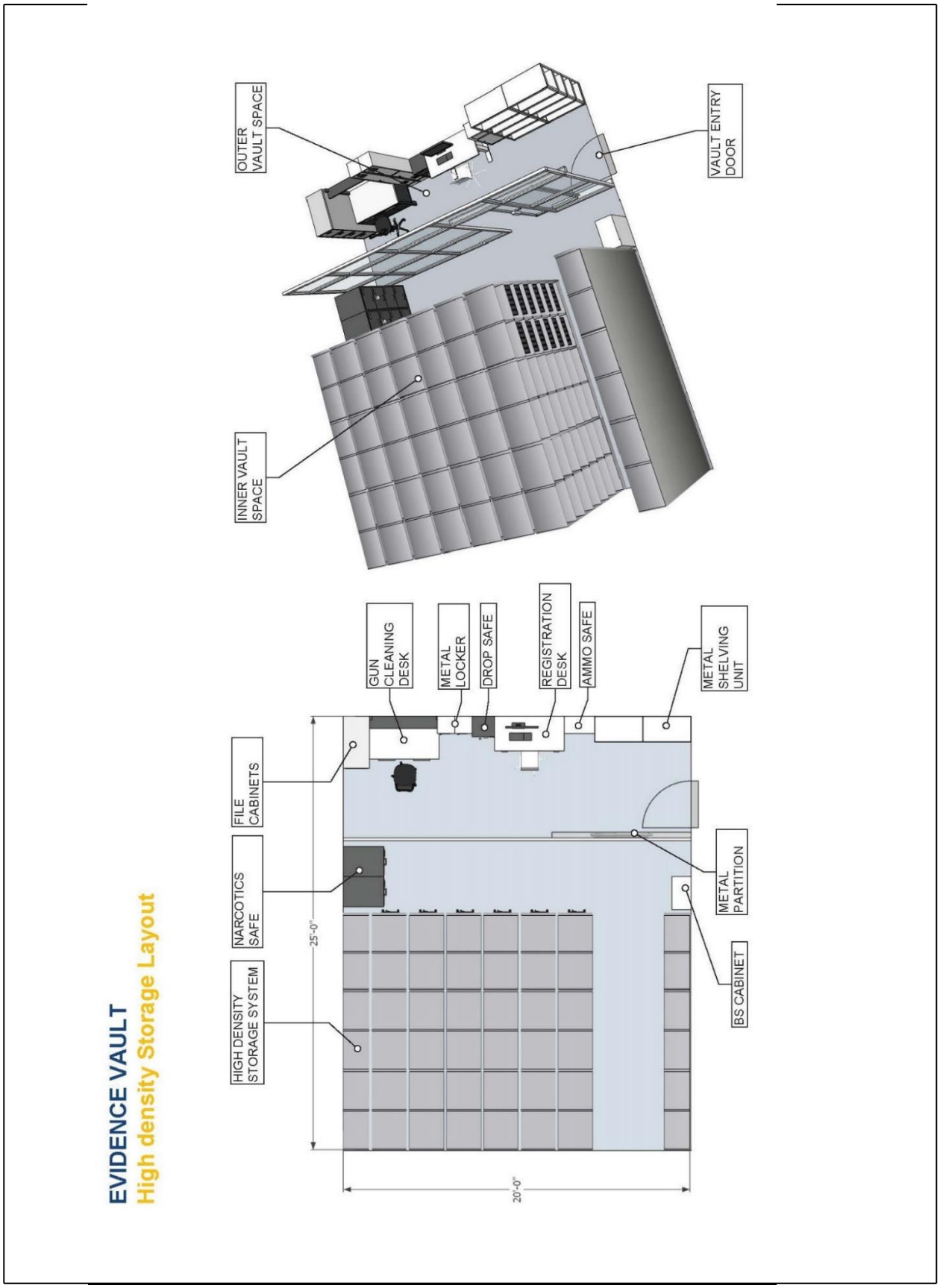


EXHIBIT #21B: EVIDENCE VAULT – HIGH DENSITY LAYOUT

LOCK PLAN INFORMATION

DOOR HARDWARE

- SCHLAGEL-SERIES MORTISE (J-CINFIGURATION) TO FIT SCHLAGE PRIMUS LARGE FORMAT INTERCHANGEABLE CORES OR SCHLAGE ND-SERIES CYLINDRICAL LOCK.
- L-SERIES ALSO PROVIDES LIFE SAFETY WITH THE "ONE MOTION" FOR EGRESS WHEN USED WITH THE DEADBOLT FUNCTION. **INSTALL L-SERIES ON THE FOLLOWING DOORS, INNER & OUTER SECURE FOYER, ANY DOOR FROM PUBLIC SPACE IN TO ATF SPACE AND ANY EGRESS DOOR REQUIRED BY FIRE CODE. THE INTERIOR DOORS CAN USE THE ND-SERIES WITH THE ADDITIONAL DEADBOLT.**
- FINISH TYPE 626, HANDLE TYPE ATHENS
- ANY DOOR THAT ENTERS THE SPACE FROM PUBLIC AREA WE WOULD LIKE FOR THE LOCK TO BE A "VANDLEGARD" WHICH MEANS THE OUTSIDE HANDLE FREELY ROTATES WHEN LOCKED, SO NO ONE CAN STAND ON THE HANDLE AND BREAK THE LOCK TO GAIN ACCESS. BOTH THE L SERIES AND ND COME WITH THE VANDLEGARD FUNCTION.

OUTER FRONT DOORS

- IF THE OUTER DOORS ARE A STOREFRONT TYPE THEN THE CYLINDER HAS TO BE ABLE TO FIT THE SCHLAGE PRIMUS LARGE FORMAT INTERCHANGEABLE CORE.

INNER EVIDENCE VAULT CAGE DOOR

- THE INNER CAGE DOOR CYLINDER HAS TO BE ABLE TO FIT THE SCHLAGE PRIMUS LARGE FORMAT INTERCHANGEABLE CORE. SEE EXHIBIT #13B IN THE ATF TENANT OFFICE SPACE REQUIREMENTS. The Cylinder you want is a 20-062 FSIC with Adams rite cam.

DEADBOLTS

- WHEN USED IN CONJUCTION WITH THE L-SERIES MORTISE MAKE SURE TO GET THE PROPER STRIKE PLATE AND ELECTRICE STRIKE. ELECTRIC STRIKE (VON DUPRIN 6400) WITH THE DEADBOLT KEEPER.
- DEADBOLTS USED WITH ND-SERIES (SCHLAGE B-SERIES GRADE 1)

ATF PHYSICAL SECURITY WILL PROVIDE THE ALLEGION FACESHEET AND KEYING INFORMATION FOR THE ATF MASTERKEY SYSTEM THAT WILL ALLOW THE GENERAL CONTRACTOR TO ORDER THE CORES AND KEYS THROUGH THEIR VENDOR. THE CORES AND KEYS ARE SHIPPED TO ATF IN MARTINSBURG WV, WHERE THEY WILL REVIEWED AND LABELED. ATF PHYSICAL SECURITY SPECIALIST WILL TRAVEL TO THE SITE AND INSTALL THE CORES AND ISSUES KEYS TO THE OFFICE.

EXHIBIT #22A: DOOR SECURITY HARDWARE – LOCK PLAN INFO

Mortise lock comparison

L mechanical



Applications

The Schlage L Series has long been the benchmark for mortise locks. Beyond strength and security – it offers tremendous flexibility to allow it to meet the needs of most every application.

The ability to suite across electronic, tubular, exit trim, and multi-point locks allows the Schlage L Series mortise lock to integrate seamlessly into any environment.

Key features

- Exceeds ANSI/BHMA Grade 1 operational and security standards
- Expansive list of configurations and options, including retrofit indicators
- 50 standard mechanical functions, custom functions also offered
- "The Original" universal lock case allows creation of 10 functions from a single lock body
- 14 finishes and 33 levers, two knobs, five roses and three escutcheon designs
- Supports standard, SFIC and FSIC cylinder formats
- Multiple key systems available – open, patented, restricted, geographic exclusive, UL 437

L wired electrified



Applications

The wired electrified L Series is ideal for new construction and high traffic areas where hardwired power ensures continuous operation and where electrified door prep, hinges and wiring can easily be incorporated into the building.

The electrified L Series is regularly used as part of an access control system for high security areas, or independently in areas that require a remote access switch.

Key features

All mechanical features plus:

- Auto-detect 12/24 VDC
- Selectable EL/EU
- 10 electrified functions
- Advanced features: RX, DPS, latchbolt monitor and deadbolt monitor for application flexibility
- Leading energy efficiency that eliminates "hot levers"
- Advanced motor-driven electrified functions – quieter, smoother, more secure operation

LE wireless electronic



Applications

The Schlage LE wireless mortise lock with ENGAGE™ technology is designed to affordably extend electronic access control deeper into the building beyond traditional perimeter and high security openings.

The LE is ideal for commercial real estate, K-12, higher education, assisted living, medical offices, or multi-family applications. Facilities can benefit from the enhanced security, efficiency, and convenience of upgrading to electronic credentials.

Key features

All mechanical features[1] plus:

- Six functions with LED indicator, deadbolt, and interior pushbutton options
- Sectional and escutcheon trim options
- 31 levers, 2 knobs and 9 finishes
- Integrated multi-technology card reader, door position sensor (DPS) and request to exit (RX)
- Built-in Bluetooth® enables wireless configuration from smart phones/tablets
- Built-in Wi-Fi® enables automatic daily updates sent directly from host software
- Capable of networked real-time communication with the ENGAGE Gateway and software alliances
- Up to 2 years of battery life

EXHIBIT #22B: DOOR HARDWARE – LOCK PLAN CUT SHEETS

Mortise lock comparison

L400 mechanical



Applications

L400 Series locks are designed for use as primary locks where no latching is required, such as restrooms and small doors to utility spaces.

It also offers optimum security when used as an auxiliary lock in other applications.

Key features

- Six available functions
- 12 finishes
- 1" (25 mm) stainless steel throw deadbolt
- Deeper retainer groove in cylinder shell increases security against wrenching and pullout; all cylinders backward compatible
- 6-pin Everest® 29 cylinder with patented keys standard
- Steel case and parts are corrosion resistant

LM9200 multi-point



Applications

The Schlage LM9200 series lock utilizes latches in the top and bottom of the door, rather than the side on single or double sets of doors.

Compatible with wood or hollow metal doors, the LM9200 Series is ideal for conference rooms, corridors, office suites, elevator lobbies, and openings where flush bolts and coordinators are not desired.

Key features

- Concealed vertical cables provide simple installation and reliable performance
- Compatible with sectional and escutcheon trim; does not require "backer plates" or metal wraps for fire protection
- Fire-rated for up to 60 minutes for wood door applications; 90 minute fire rating for hollow metal door applications
- 33 lever designs
- 13 functions (mechanical and electrified)
- Available without the bottom latch for single point latching

LM9300 multi-point



Applications

The LM9300 Series is part of a three-point locking system designed for tornado, hurricane or high security applications, providing superior protection with familiar operation.

Latches at the top, side and bottom of the door provide protection from high wind speeds and 15-lb. projectile impacts up to 100 mph when paired with a Steelcraft Paladin tornado-resistant door.

Key features

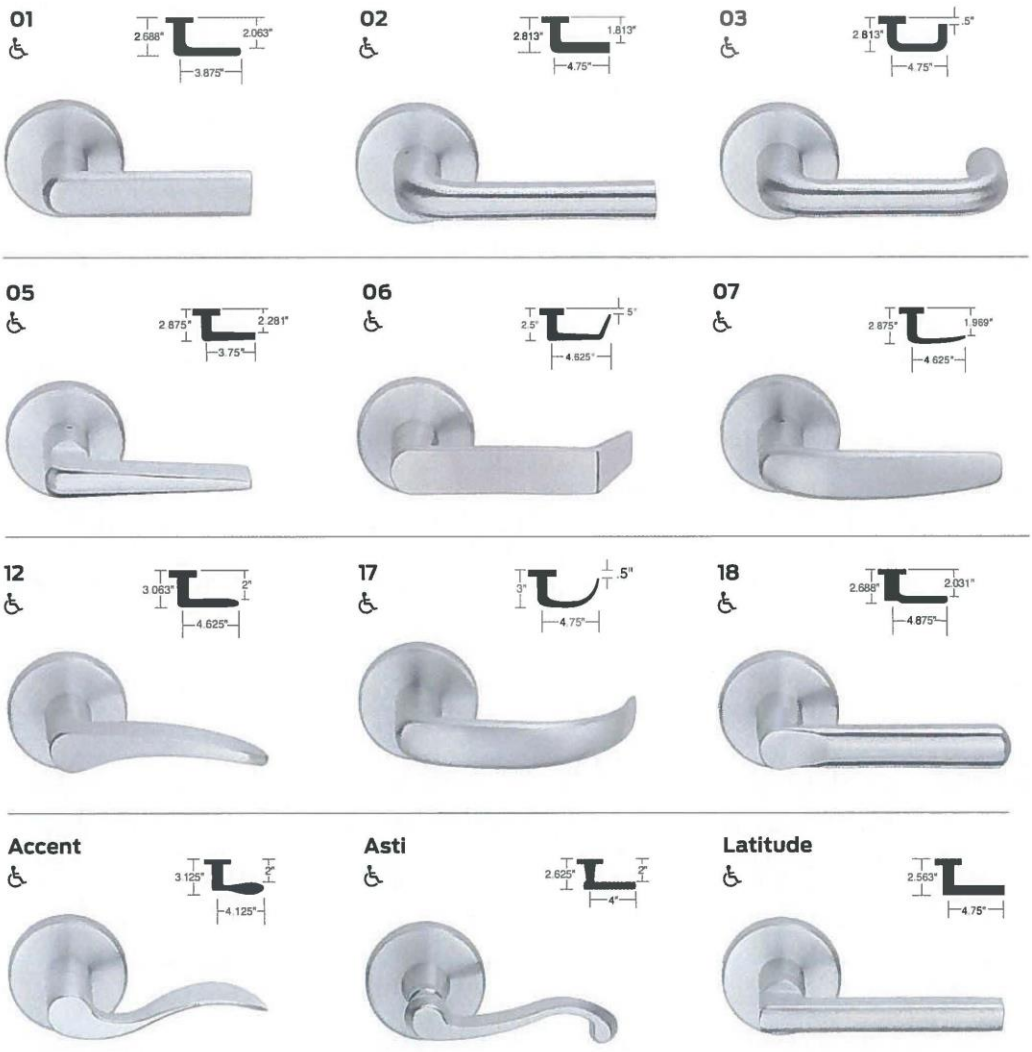
- All three latches engage when the door is shut and retract simply by rotating the lever
- Compatible with sectional and escutcheon trim
- 33 lever designs
- Six available functions
- Complies with FEMA 361 and ICC500 tornado shelter guidelines and Florida Building Code Enhanced Protection Area (EHPA) standard when paired with appropriate Steelcraft doors
- Vertical rods ship pre-aligned and pre-installed with Steelcraft doors, enabling quick and simple installation

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Designs and finishes

The Standard Collection

The Standard Collection levers can be paired with exit devices and locks from our trusted Schlage and Von Duprin brands. And, they are built to the same exacting standards. Our Standard Collection levers offer a more traditional style that is appropriate for use in a number of commercial applications.



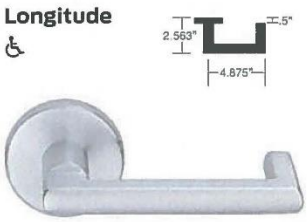
Note: Levers shown with Schlage L Series mortise "A" rose. Knobs shown with rose that is unavailable in the L Series. Additional rose and escutcheon designs available.

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Designs and finishes

The Standard Collection

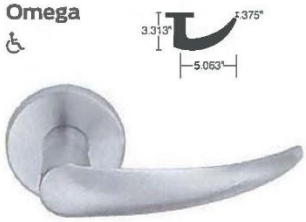
Longitude



Merano



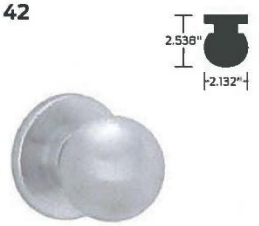
Omega



41



42



L Series finish options



Color	Bright brass	Satin brass	Antique bronze	Satin bronze	Oil rubbed bronze	Satin nickel	Matte black	Bright chrome	Satin chrome	Bright stainless steel	Satin stainless steel	Aged bronze
ANSI/BHMA	605	606	609	612	613	619	622	625	626/ 626AM	629	630/ 630AM	643e
US	US3	US4	US5	US10	US10B	US15	US19	US26	US26D	US32	US32D	US11
Mechanical	■	■	■	◆*	◆*	■	■	■	■	■**	■**	■
Wired electrified	■	■	■	◆*	◆*	■	■	■	■	■**	■**	■
Wireless electronic	■	■		◆*		■	■	■	■			■
Multi-point	■	■	■	◆*	◆*	■	■	■	■	■**	■**	■

◆ Standard levers only
* Not available on Latitude, Longitude, Accent, Asti, Merano
**Not available on Accent, Asti, Merano

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Trim and special accessories

Thumbturns and indicators

Choose from these variations of thumbturn locks that help you meet the demands of specialized projects.

Thumbturns



Standard turn
09-509



ADA turn
09-509 x L583-363
Available with all thumbturn-function L Series locks except L9463 and L463



Coin turn
L283-124
For lock functions L9044 and L9444 with rose trim.



Emergency button
K510-330
For lock functions L9040 and L9440



Ligature resistant turn
09-029



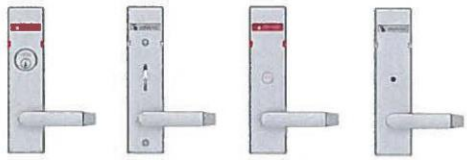
Cylinder turn
09-90x
For L463 and L9463 classroom function deadlocks

Indicators

The 180 degree visibility indicator offers unparalleled visibility and flexibility. The unique features of the indicator make it ideally suited for classroom security applications as well as traditional occupied/vacant applications.

- 2" x ½" display for easy viewing at a distance
- 180° window for visibility at any angle
- High-mount placement for quick assessment
- High contrast colors for ease of reading
- Available for over 30 functions, inside or outside of door (see Functions section for availability)
- Retrofit kit allows indicator upgrades to already installed L Series mortise locks
- Indicator text available in English or French

N escutcheon indicators



Cylinder Thumbturn Cointurn Emergency key

Sectional indicators



Cylinder Thumbturn Cointurn Emergency key

	LOCKED / UNLOCKED	OCCUPIED / VACANT	DO NOT DISTURB	
Inside trim	L283-711	L283-712	L283-713	L283-714
Outside trim	L283-721	L283-722	L283-723	L283-724

Legacy indicator



Hotel occupancy indicator
09-611
For lock function L9486P, used with A or B roses on section trim. Three available messages: "OCCUPIED", "DO NOT DISTURB" or "LOCKED".

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Cylindrical lock comparison

ND mechanical



Applications

The Schlage ND is extremely versatile and is regularly used in healthcare, education, government, office, retail and other commercial applications.

With 31 mechanical functions, the ND's range spans from the simple (non-locking passage) to complex (double-cylinder security) to specialized (school time-out lock).

Because the ND uses an ANSI 161 door prep, commonly used across cylindrical locks, it is ideal for both new construction and retrofit applications.

Key features

- Significantly exceeds ANSI/BHMA A156.2 requirements for Grade 1 cylindrical locks
- 31 mechanical functions (see adjacent columns for wired electrified and electronic options)
- Nine lever designs, two rose designs
- 10 available finishes
- Supports standard, SFIC and FSIC cylinder formats
- Multiple key systems available – open, patented, restricted, geographic exclusive, UL437
- Support for 10 non-Schlage cores (see cylinder section)

ND wired electrified



Applications

Wired electrified locks complement the mechanical offering and are typically incorporated into a wired access control system or used independently with a remote access switch (e.g. switch behind a receptionist desk).

The electrified ND is ideally used in:

- high traffic areas, where line power ensures continuous operation
- new construction, where electrified door prep, hinges and wiring can easily be incorporated into the building

Key features

All mechanical features plus:

- auto-detecting 12-24VDC input
- selectable EL/EU operation
- low 0.23 amp max current draw that allows multiple locks on a single power supply
- low 0.010 amp holding current that eliminates "hot levers" in electrically locked applications
- modular Request to Exit (RX) that can be added at any time
- inventory friendly–one lock supports 12-24V, EL or EU, with or without RX
- six electrified functions for application flexibility

NDE wireless electronic



Applications

Wireless electronic locks complete the offering by delivering all of the access control system hardware components required at the door in a single integrated design.

NDE wireless lock applications include:

- retrofit applications where electronic credentials can be used for improved visibility and control
- new construction to expand the scope of access control to interior openings
- low to medium traffic areas, where battery power delivers long life

Key features

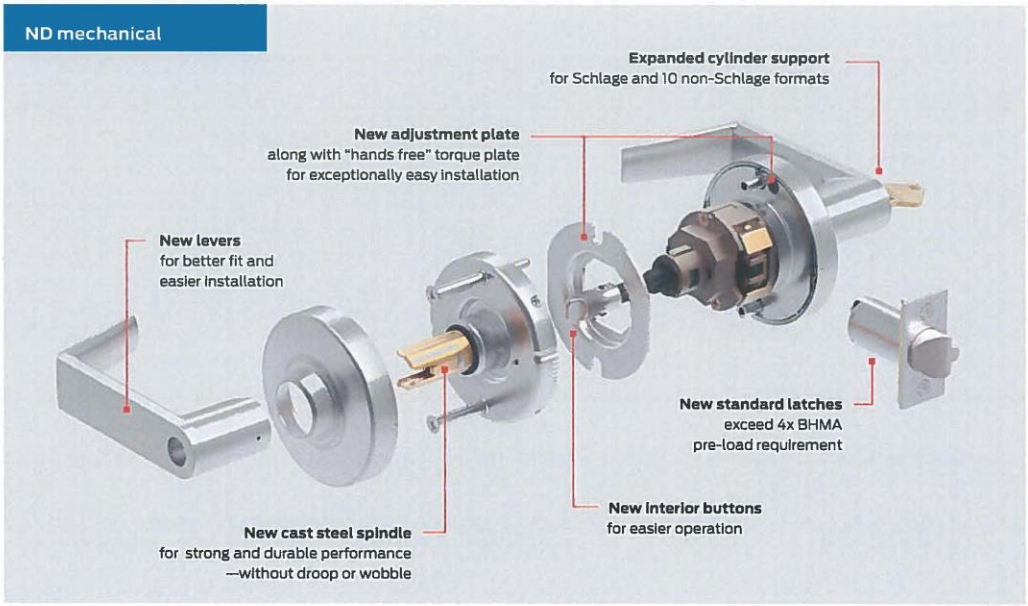
All mechanical features[1] plus:

- Fits standard ANSI 161L mechanical door prep
- Installs in minutes with only a Phillips screwdriver
- Integrated card reader, door position sensor and Request to Exit (RX) switch
- Built-in Bluetooth® enables wireless configuration from smart phones and tablets
- Built-in Wi-Fi enables automatic updates to access rights
- Capable of networked real-time communication[2]
- Up to 2 years of battery life (4 AA)

1 NDE wireless electronic lock available in seven lever designs, one rose design, and nine finishes only.
2 Requires ENGAGE™ Gateway and alliance access control software.

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

A detailed look...



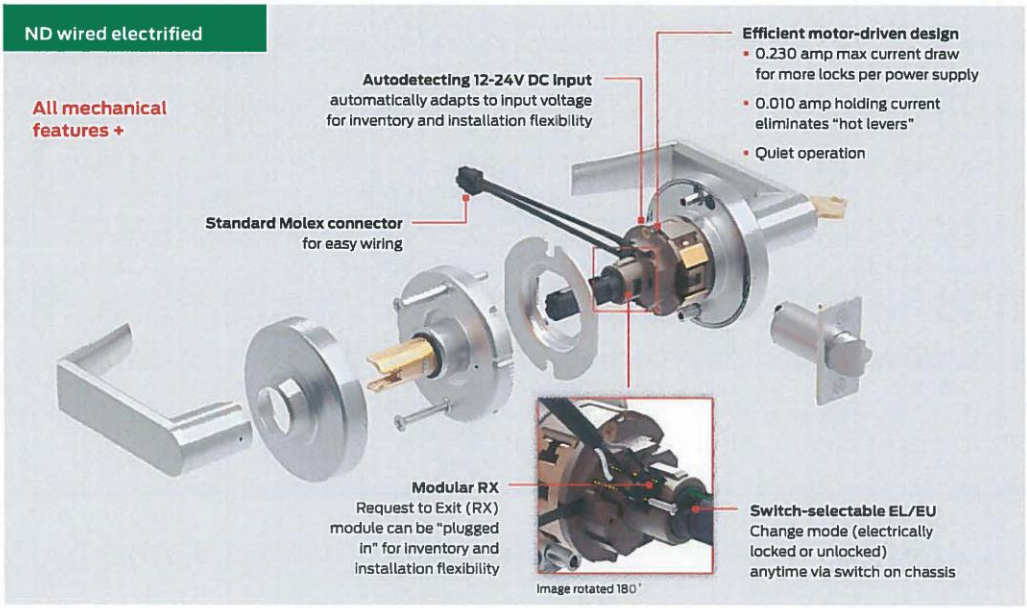
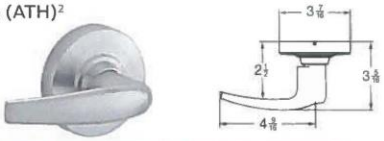


EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

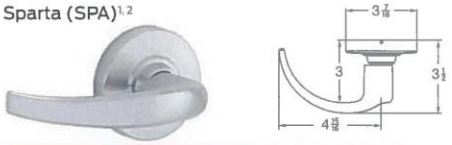
Lever designs and finishes

Athens (ATH)[2]



Mechanical | Wired electrified | Wireless electronic

Sparta (SPA)[1,2]



Mechanical | Wired electrified | Wireless electronic

Rhodes (RHO)[1,2]



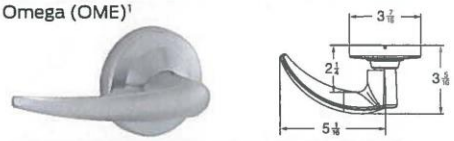
Mechanical | Wired electrified | NDE wireless electronic

Tubular (TLR)[1,2]



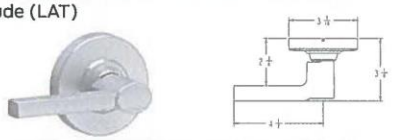
Mechanical | Wired electrified | Wireless electronic

Omega (OME)[1]



Mechanical | Wired electrified | Wireless electronic

Latitude (LAT)



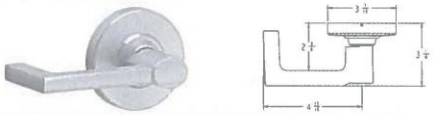
Mechanical | Wired electrified | Wireless electronic

Broadway (BRW)



Mechanical | Wired electrified | Wireless electronic

Longitude (LON)



Mechanical | Wired electrified | Wireless electronic

Boardwalk (BWK)



Mechanical | Wired electrified | Wireless electronic

All levers comply with the Americans with Disabilities Act (ADA).

1 Boardwalk, Longitude, Omega, Rhodes, Sparta and Tubular levers comply with California State code for return within 1/2" of door face.

2 Athens, Rhodes, Sparta and Tubular levers support cylinders from other manufacturers, see cylinder section on page 24 for details.

Finish options



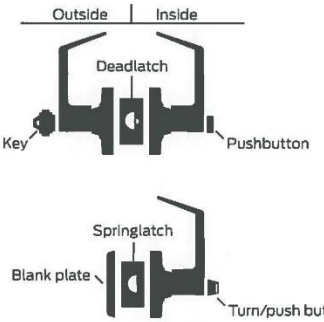
Color	Bright brass	Satin brass	Satin bronze	Oil rubbed bronze	Satin nickel	Matte black	Bright chrome	Satin chrome	Aged bronze
ANSI/BHMA number	605	606	612	613	619	622	625	626/626AM	643e
US number	US3	US4	US10	US10B	US15	US19	US26	US26D	US11
Mechanical	■	■	■	■	■	■	■	■	■
Wired electrified	■	■	■	■	■	■	■	■	■
Wireless electronic	■	■	■	—	■	■	■	■	■

Product information and specifications contained in this catalog are subject to change without notice. Please consult the factory.

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

ND Series mechanical lock
Keyless function list

Legend



Schlage ANSI
ND10S F75
Passage latch
- Both levers always unlocked.

Inside



Available with RX

Schlage ANSI
ND12D F89
Exit lock
- Outside lever always fixed.
- Inside lever always free for immediate egress.

Outside Inside



Available with RX

Schlage ANSI
ND25D -
Exit lock
- Blank plate outside.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND40S F76
Bath/bedroom privacy lock
- Push-button locking.
- Unlocked from outside with a small screwdriver.
- Turn inside lever or close door to release button.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND44S -
Hospital privacy lock
- Push-button locking.
- Unlocked from outside by turning emergency turn-button.
- Turn inside lever or close door to release button.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND170 -
Single dummy trim
- Dummy trim for one side of door.
- Used for door pull or as matching inactive trim.

Outside/Inside



EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

ND Series mechanical lock
Keyed function list

Schlage ANSI
ND50PD F82
Entrance/office lock
- Push-button locking.
- Push-button locks outside lever until it is unlocked with key or by turning inside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND53PD F109
Entrance lock
- Turn/push-button locking: Pushing and turning the button locks the outside lever, requiring use of a key until the button is manually unlocked.
- Push-button locking: Pushing button locks outside lever until unlocked by key or by turning the inside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND60PD F88
Vestibule lock
- Latch retracted by key from outside when outside lever is locked by key in inside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND66PD F91
Store lock†
- Key in either lever locks or unlocks both levers.

Outside Inside



Schlage ANSI
ND70PD F84
Classroom lock
- Outside lever locked and unlocked by key.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND73PD F90
Corridor lock
- Locked or unlocked by key from outside.
- Push-button locking from inside.
- Turn inside lever or close door to release button.
- When outside lever is locked by key it can only be unlocked by key.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND75PD -
Classroom security lock
- Key in either lever locks or unlocks outside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND80PD F86
Storeroom lock
- Outside lever is fixed.
- Entrance by key only.
- Inside lever always free for immediate egress.

Outside Inside

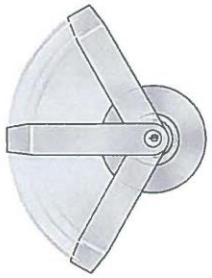


Available with RX

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

ND Series mechanical lock
Vandlgard™ function list

Vandlgard™ trim is specifically designed for highly abusive environments. The outside lever rotates freely up and down when locked, limiting the ability of vandals to apply excessive force to the chassis



Schlage ANSI
ND91PD F82
Entrance/office lock
- Push-button locking.
- Push-button disengages outside lever until unlocked with key or by turning inside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND92PD F109
Entrance lock
- Turn/push-button locking: Pushing and turning button disengages outside lever, requiring using of key until button is manually unlocked.
- Push-button locking: Pushing button disengages outside lever until unlocked by key or by turning inside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND93PD F88
Vestibule lock
- Latch retracted by key from outside when outside lever is disengaged by key in inside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND94PD F84
Classroom lock
- Outside lever disengaged and unlocked by key.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND95PD -
Classroom security lock
- Key in either lever locks or unlocks outside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND96PD F86
Storeroom lock
- Outside lever always disengaged.
- Entrance by key only.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Available with RX

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EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Cylinders and key systems

A strong lock is only part of the security solution—proper key control is equally important. Schlage offers extensive options to meet the security needs of the specific project.

Cylinders



Conventional KIL cylinder options[1]

- 6-pin length (standard)
- 7-pin length in SL cylinder
- Available in Schlage Classic and Everest 29™ open and restricted keyways
- Primus® XP security features and geographic exclusivity
- Primus XP UL 437 listed high security features
- Hotel cylinder (for use in faculty restroom function)



Full size interchangeable core (FSIC) options[1]

- 6-pin length
- Available in Schlage Classic and Everest 29 open and restricted keyways
- Interchangeable core compatible with conventional cylinder key systems
- Primus XP security features and geographic exclusivity



Small format interchangeable core (SFIC) options[2]

- 7-pin combinated Everest 29 R restricted keyways[3]
- 6 or 7-pin uncombinated Falcon®/ Best® keyways[4]

1 Available in 606, 622, 626 and 643 plug face finishes. Everest 29 S123 keyway standard.
2 Available 606, 613 (simulated), 622, 626 and 643e finish only.
3 Restricted keyway cores require authorization from the end user.
4 Must be ordered separately from lock; not available factory keyed.

Key systems

Classic keyway

- Open keyway—keys are duplicated and available without ordering formalities
- Upgradeable to Primus XP and UL 437 levels of security

Everest 29

- Patented through 2029
- Key duplication is restricted providing a higher level of security for the cylinder
- Can be integrated to an existing Everest B, C, or D system
- Upgradeable to Primus XP and UL 437 levels of security

Primus XP

- Independent, dual locking mechanisms
- Unique side bit milling on key makes unauthorized duplication highly enforceable
- Allows creation of geographically exclusive keys in a thousand available combinations
- Provides patent protection when applied to Schlage Classic keyways
- Compatible to all Everest and Everest 29 keyways

Everest 29 SL

- A high security conventional (KIL) cylinder pinned on an A2 system compatible with the Schlage Everest B and Everest 29 R keyways
- Users can expand existing Everest B and Everest 29 R key systems
- Enables Primus XP and UL 437 upgrades on SFIC keyways



EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

B Series at a glance

B250 · B500 · B600/700/800

B250 Series: Grade 2 deadlatch

B500 Series: Grade 2 deadlock

B600 Series: Grade 1 deadlock

B700 Series: Grade 1 deadlock w/Primus® XP controlled access cylinder

B800 Series: Grade 1 deadlock w/Primus XP high security cylinder, UL437 rated

Functions

Product	ANSI	Deadbolt functions								Deadlatch functions	
		Single cylinder deadbolt	Double cylinder deadbolt	Classroom deadbolt	Door bolt occupancy indicator	Door bolt	Door bolt with trim	Cylinder only deadbolt	Cylinder only X blank plate deadbolt	Single cylinder deadlatch	Double cylinder deadlatch
Interior		Thumbturn	Keyed	Thumbturn	Thumbturn	Thumbturn	Thumbturn	No trim	Blank plate	Thumbturn	Keyed
Exterior		Keyed	Keyed	Keyed	Indicator	No trim	Blank plate	Keyed	Keyed	Keyed	Keyed
B250	Grade 2									B250PD	B252PD
B500	Grade 2	B560P	B562P	B563P	B571	B580	B581		B561P		
B600	Grade 1	B660P	B662P	B663P		B680		B664P	B661P		
B700	Grade 1	B760P	B762P	B763P				B764P	B761P		
B800	Grade 1	B860P	B862P	B863P				B864P	B861P		

Finishes



605 Bright brass | **606** Satin brass | **609** Antique brass | **612** Satin bronze* | **613** Oil rubbed bronze | **619** Satin nickel* | **622** Matte black | **625** Bright chromium plated | **626** Satin chromium plated | **626AM** Antimicrobial coating* | **643e** Aged bronze*

* Finish not available on B250

e = an equivalent finish to the BHMA standard.

ADA-compliant products

In compliance with the American National Standards Institute (ANSI A117.1) and the Americans with Disabilities Act (ADA), Schlage Lock Company offers a wide selection of locks designed for the needs of the physically challenged. This act is designed to provide protection for people with disabilities.

Product information and specifications contained in this catalog are subject to change without notice. Please consult the factory.

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Deadbolt designs

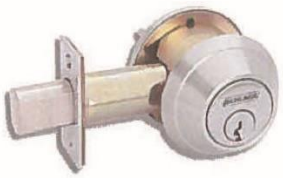
B600 Series

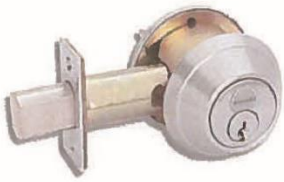
Schlage's toughest heavy duty Grade 1 commercial deadbolt.

Furnished with conventional cylinder standard.

Also available with full size interchangeable core cylinder or small format interchangeable core (SFIC) cylinder.

Requires 2 1/8" (54mm) prep. UL10B and UL 10C listing standard for auxiliary lock on A label fire doors. Not all functions available as fire rated auxiliary locks. See function charts for required cross bore dimensions.





B700 Series

Same lock as B600 Series but furnished with Primus XP controlled access cylinder for patented key control, geographical exclusivity and resistance to picking and impressioning. Also available with Primus XP full size interchangeable core cylinder.





B800 Series

Same lock as B700 Series but Primus XP high security cylinder is UL437 listed to resist drilling and other forms of physical attack. Not available in interchangeable core.

All designs shown in 626 satin chrome





Thumbturn for B600, 700 and 800

8 · Schlage · B Series

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Full size interchangeable core (FSIC) 8

Schlage interchangeable core (IC) locksets allow immediate rekeying at the door simply by using the special control key to replace the core in seconds.

B250 Series
Finishes: 605, 606, 609, 612,613, 622, 625, 626



B500 Series
Finishes: 605, 606, 609, 612, 613, 619, 622, 625, 626, 643e



B600/700/800 Series
Finishes: 605, 606, 609, 612, 613, 619, 622, 625, 626, 643e



Available in B250, B500, B600 and B700 Series, full size interchangeable cores can be integrated into any 5 or 6-pin Schlage key with no adverse affects on keying capacity. (Available 6-pin only from Factory).

Full size interchangeable cores and housings - options

- Conventional core
- Primus XP core

Cores available 606, 622, 626, and 643e finish only.
Everest 29 S123 keyway standard.

Full size core



Small format interchangeable core (SFIC)

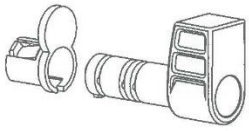
Available in B500 and B600 Series, the small format IC option is designed for Schlage Everest 29 R Family restricted keyway cores and is also completely compatible with Best®, Falcon, and other small format cores.

- 7-pin uncombinated Everest 29 R family restricted keyways
- 7-pin combinated Everest 29 R family restricted keyways
- 6-pin uncombinated Falcon / Best keyways
- 7-pin uncombinated Falcon / Best keyways
- Disposable plastic construction core

Small format core



Disposable construction core



80-033 and 80-043 cores are available in Best A, B, C, D, DD, E, F, G, H, J, K, L, N, O, R, TB and TD keyways. Specify keyway by suffixing "B" to keyway letter, e.g. "AB".

80-036 and 80-037 restricted keyway cores require a letter of authorization from the end user. Schlage assigns the keyway when establishing new Everest 29 restricted key systems.

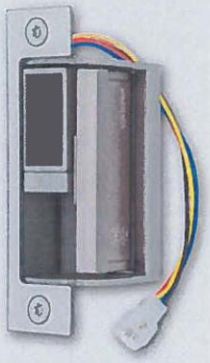
EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

ALLEGION

VON DUPRIN

6400 Series

Modular strike for mortise and cylindrical locksets



Overview

The 6400 electric door strike from Von Duprin is designed to be modular and highly configurable to fit nearly any mortise or cylindrical lock. This versatile strike allows the installer to insert and lock-in the deadbolt keeper or plug and deadlatch ramp anywhere within its 3 1/8" vertical opening to fit the latch position and functional needs. This, combined with a 1/8" horizontal adjustment, makes this easy-to-install design a good fit for installations where misalignment or a tight fit may be a problem.

As a 3-hour UL 10C listed strike, the 6400 Series is intended as a fail-secure only solution for fire-rated openings. Its durability and quality are shown by its grade 1 certification as a heavy-duty stainless steel strike with over 2,000,000 endurance cycles.

Use it as a time-saving, "go to" strike. The 6400 comes ready for use with prewired plug-in connectors for 12 or 24 VDC voltage that can be changed over to 12 or 24 VAC without a converter kit, two faceplates – one each for offset and centerline locks as well as a trim filler plate, mounting tabs and shims and a self-adhesive template for frame cuts. An optional "plug in" latchbolt monitor is also available and can be added in the field at any time after installation.

Features and benefits

- Modular design fits cylindrical and nearly any mortise lock
- Heavy-duty stainless steel construction in BHMA 630 satin finish
- Vertical adjustments allow for alignment with a wide variety of mortise locks with offset latches
- Horizontal adjustment of up to 1/8" improves fit on tight door preps
- Can accommodate up to 1" deadbolt (for night latch only)
- Field selectable voltage 12 or 24VDC and 12 to 24VAC
- Plug-in voltage connectors are included for ease of installation and removal during strike servicing
- Optional plug-in latchbolt monitor can be added in the field
- Non-handed, unique internal solenoid design prevents keeper from heating up
- Low current draw (0.19 amps @ 24 VDC)
- Suitable for interior and exterior doors
- 3-hour fire-rated to UL 10C (fail secure only)
- UL 1034 listed for burglary-resistant electric door strikes
- UL 294 listed for access control system
- CSFM California State Fire Marshal listed
- ANSI/BHMA A156.31, Grade 1 certified
- Static strength: 1500 lbs
- Dynamic strength 70 ft-lbs
- Endurance 2,000,000 cycles

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Lockset compatibility

Vertical adjustment of the deadbolt keeper or deadlatch ramp allows for alignment with a wide variety of mortise locks with offset latches. Accommodates up to 1" deadbolt* Up to 1/8" horizontal adjustment for misaligned frames.
* Night-latch function only, bolt will not release

6400 Series power requirements

Model	Mode	Voltage	Duty	Sound	Amps[1]	Ohms[2]
6400	Fail-locked	12 VDC	Continuous	Silent	.375	37
6400	Fail-locked	24 VDC	Continuous	Silent	.190	148
6400	Fail-locked	12-24 VAC	Intermittent	Buzz	.280 - .565	37

Intermittent duty = Energized less than 1 min. with duty ratio 1:5; Continuous duty = Energized 1 min. or more.
[1] Ratings are based on maximum current draw at +10°C and include initial power-up current draw.
[2] Nominal resistance at +25°C +/- 7% tolerance.

Wiring Instructions

Use the appropriate wire harness supplied.

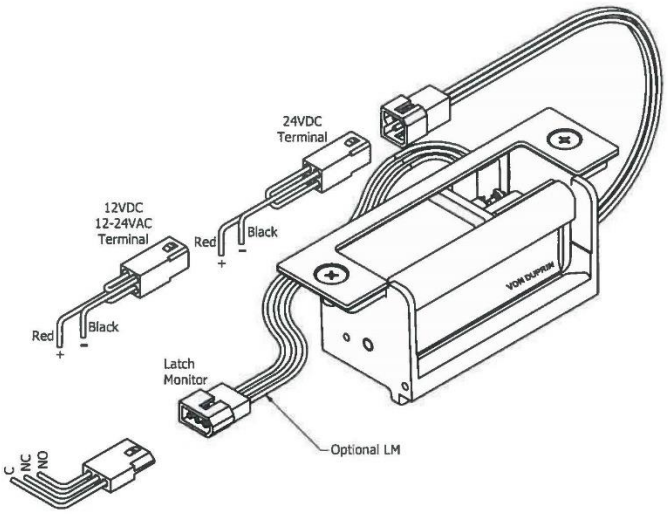
- 12V for 12VDC & 12-24VAC
- 24 for 24VDC only

Attach the red wire to (+) positive of the power supply. Attach the black wire to the (-) negative of the power supply. If using AC power, polarity is not observed.

Note: If a suppression diode is required for access control, observe proper polarity.

Latch monitor wires

Black	=	Common (C)
Blue	=	Normal Close (NC)
Orange	=	Normal Open (NO)



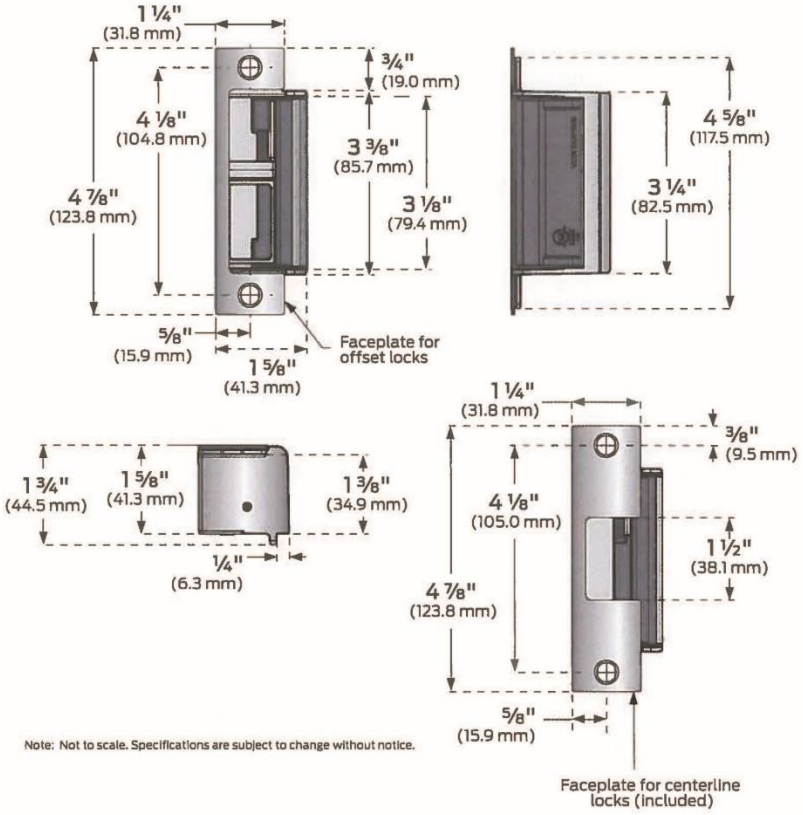
Model specifications

Model number	6400
Latchbolt throw	3/4" (Also accomodates 1" deadbolt as a nightlatch only - no release)
Face plate length	4 7/8" (Includes two face plates: Centerline and Off-set latch entries)
Backbox depth	1 3/4"
Finish	US 32D/BHMA 630
Lockset	Cylindrical, mortise, mortise exit
Number of doors	Single
Door/frame type	Hollow metal, aluminum & wood
Options	2 Rectifier kits: ▪ S012 Converts 12 VAC voltage to 12 VDC to operate the solenoid ▪ S024 Converts 24 VAC voltage to 24 VDC to operate the solenoid EB (Entry Buzzer)
Certifications/ Listings	ANSI/BHMA A156.31 Grade 1, 3-hour fire rated to UL 10C (FSE only), UL 1034, UL 294, CSFM
Application notes	Modular electric strike ideal for aftermarket applications. Fail-secure only for fire-rated openings.

Von Duprin · 6400 Series

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Dimensions



Note: Not to scale. Specifications are subject to change without notice.

Ordering information

6400-S024-EB

Model	Rectifier kit*	Buzzer*
1	2	3

* Optional

Selections correspond with the numbers above

1	**Model**
6400	Modular Strike
2	**Rectifier kit (optional)**
	S012 Converts 12 VAC voltage to 12 VDC to operate the solenoid
	S024 Converts 24 VAC voltage to 24 VDC to operate the solenoid
3	**Buzzer (optional)**
EB	Entry buzzer

Accessories

- LM6400 Latchbolt monitor - indicates when door is latched (ships separately)

Standard features

- Power failure mode: Fail-secure only (FSE)
- Voltage: Field selectable 12 or 24 VDC and 12 or 24 VAC voltage
- Finish: Stainless steel, satin (BHMA 630/US 32D)
- Centerline and offset face plates included
- Also includes: two plug-in voltage connectors, self-adhesive template for frame cuts, trim filler plate, mounting tabs and shims, as well as tamper-resistant screws with a security driver bit

Von Duprin · 6400 Series

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

END OF EXHIBITS

FIELD OFFICE PROGRAMMING DOCUMENT

PROJECT NAME: Ft. Pierce/Port St. Lucie Field Office — DATE: February 7, 2018

PROJECT NUMBER: — PREPARED BY: Nancee Johnson

POSITION/FUNCTION	SQ.FT.	QTY.	TOTAL	OPEN PRIVATE SHARED WAREHOUSE	ADJACENCIES	NOTES
Criminal Enforcement (CE)						
Resident Agent in Charge (RAC)	250	1	250	OFFICE		
Investigative Assistant (IA)	72	1	72	OFFICE	**16 total employees**	
Special Agent (SA)	48	7	336	OFFICE		
Task Force Officer (TFO)	48	3	144	OFFICE		
Industry Operations (IO)						
Area Supervisor (AS)	250	1	250	OFFICE		
Industry Operations Investigator (IOI)	48	2	96	OFFICE		
Investigative Assistant (IA)	72	1	72	OFFICE		
TOTAL OFFICE SPACE				**1,220 plus 488 circulation = 1708**		
Equipment Storage (Lockers)	15	14	210	SPECIAL - ST1		15 sq. ft. per Agent or IOI
General Supply (CE)	160	1	160	SPECIAL - ST1		
General Supply (IO)	160	1	160	SPECIAL - ST1		
TOTAL SPECIAL SPACE - S1				**530 plus 212 circulation = 742**		
Secured Foyer	100	1	100	SPECIAL - S3		
LAN Room	100	1	100	SPECIAL - S3		
Interview Room	100	1	100	SPECIAL - S3		
Processing Room	100	1	100	SPECIAL - S3		
Secured File Room (CE)	160	1	160	SPECIAL - S3		
Secure File Room (IO)	160	1	160	SPECIAL - S3		
Secured Evidence Room (CE)	450	1	450	SPECIAL - S3		
Industry Operations Research Room	150	1	150	SPECIAL - S3		If in a Industry Operations Field Office
Breakroom	200	1	200	SPECIAL - S3		
TOTAL SPECIAL SPACE - S3				**1,520 plus 608 circulation = 2128**		
Conference Room	300	1	300	SPECIAL - SP5		
TOTAL SPECIAL SPACE - S5				**300 plus 120 circulation = 420**		
Parking Spaces		14				

FIELD OFFICE PROGRAMMING DOCUMENT

PROJECT NAME: Ft. Pierce/Port St. Lucie Field Office

DATE: February 7, 2018

PROJECT NUMBER:

PREPARED BY: Nancee Johnson

POSITION/FUNCTION	SQ.FT.	QTY.	TOTAL	OPEN PRIVATE SHARED WAREHOUSE	ADJACENCIES	NOTES
SUB-TOTAL			3,570			
CIRCULATION	40%		1,428			
TOTAL USABLE SQ. FOOTAGE			**4,998**			

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC).
NOTE THAT ITEMS IDENTIFIED AS "SHELL *" REPRESENT A LESSOR'S OBLIGATIONS OR THE GOVERNMENT'S RIGHTS AND ARE NOT NECESSARILY ITEMS TO BE CONSTRUCTED.

DEFINITIONS:
Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

DESIGN-BASIS THREAT – The Design-Basis Threat (DBT) is the profile and estimate of the threats to a Government facility across a range of specific undesirable events, and serves as the basis for determining appropriate security standards. The Lessor's technical consultant(s) shall work in conjunction with the Government, including the Federal Protective Service (FPS), to apply the DBT to the post-award risk assessment. The risk assessment identifies recommended countermeasures and security design features that achieve the minimum baseline level of protection for a particular facility. The baseline level of protection may be further customized to address facility-specific conditions. The Lessor is responsible for providing countermeasure provisions outlined in this FSL document, as well as for additional items identified during the post-award risk assessment. Any additional countermeasures identified during this assessment shall be priced as BSAC.

I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

A. FACILITY ENTRANCES AND LOBBY

1. EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)

The Lessor shall provide key or Physical Access Control System (PACS) for the entrance to this building and to doors identified by the Government as employee entrance doors. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

B. SCREENING REQUIREMENTS

1. ACCOMODATION OF RETAIL/MIXED USE SPACE (SHELL)

The Lessor shall accommodate publicly accessible retail and mixed uses through such means as separating entryways.

C. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

1. PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms within Government controlled Space.

2. SECURING CRITICAL AREAS (SHELL)

The Lessor shall secure areas designated as Critical Areas to restrict access to authorized personnel only, and post signage accordingly:

a. At a minimum, the Lessor shall secure building common areas such as mechanical and janitorial areas, sprinkler rooms, electrical closets, telecommunications rooms, and janitor closets. Utility, mechanical, electrical, and telecom rooms shall be secured with high-security (UL437) locks. Keyed locks, PACS card reader, or similar security measures shall strictly control access to Critical Areas. Additional controls for access to keys, PACS, and key codes shall be strictly maintained.

b. Roofs with HVAC systems and access to interior space from the roof shall also be secured with high-security (UL437) locks. Roof access shall be strictly controlled through keyed locks, PACS card reader, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

c. In addition, Lessor shall protect the ventilation equipment and system controls from unauthorized access.

3. VISITOR ACCESS CONTROL (SHELL)

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Premises.

4. PUBLIC SPACE RESTRICTIONS WITH PRIMARY VERTICAL LOAD MEMBERS

The Government reserves the right to remove this countermeasure requirement, post-award, based on building-specific conditions. For measurement purposes, standoff shall be considered building support space and not ABOA.

a. **RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS**: For partitions separating public space from federal space, the Lessor shall use construction materials which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 100 mm (4 inches).

b. **RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS:** In the partitions that separate public mail screening and receiving areas from federal tenants, the Lessor shall use construction materials which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 150 mm (6 inches).

II. INTERIOR (GOVERNMENT SPACE)

A. IDENTITY VERIFICATION (SHELL)

The Government reserves the right to verify the identity of persons requesting access to the Government-controlled Space prior to allowing entry.

B. FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

III. SITES AND EXTERIOR OF THE BUILDING

A. SIGNAGE

1. POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

2. POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site-specific signage.

B. LANDSCAPING AND ENTRANCES

1. LANDSCAPING REQUIREMENTS (SHELL)

Landscaping shall be neatly trimmed to minimize the opportunity for concealment of individuals, packages/containers, and parking areas. If Landscaping exists, the Lessor shall provide trees, hedges, berms, or any combination of these to create buffer zones to separate public areas and other functions. Landscaping shall not obstruct the views of security guards and Video Surveillance System (VSS) cameras or interfere with lighting or Intrusion Detection System (IDS) equipment.

2. HAZMAT STORAGE (SHELL)
Where applicable, Lessor shall locate HAZMAT storage in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

3. PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES (SHELL)
Trash receptacles, containers, mailboxes, FedEx-UPS boxes, vending machines, or other fixtures and/or features that could conceal packages, briefcases, or other portable containers shall be located away from building exterior and entry points.

C. PARKING

1. PUBLIC ACCESS TO GOVERNMENT PARKING AREAS (SHELL)
Lessor shall designate Government employee and visitor parking areas.

IV. SECURITY SYSTEMS

A. Security System Testing and Maintenance Criteria: The Government in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a testing and preventive maintenance program for all security systems the Lessor has installed. Testing must be based on established, consistent, agency-specific protocols, to be determined at the time of design. All testing shall be documented. Operational performance testing shall be conducted annually and functional testing shall be conducted more frequently, as determined by the Government. Components which fail, either during testing or throughout the life of this lease shall be repaired or replaced by the Lessor within a reasonable timeframe as determined by the Government. Any critical component that becomes inoperable must be replaced or repaired by the Government within five business days. Critical components are those required to provide security (IDS, VSS, PACS, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government providing guard service, the cost of which must be reimbursed by the Lessor.

B. VIDEO SURVEILLANCE SYSTEM

LESSOR PROVIDED DESIGN, INSTALLATION, AND GOVERNMENT MAINTENANCE
The lessor shall design and install a Video Surveillance System (VSS) as described in this section. The VSS system will support the entry control system (at personnel entrances and exits to the space), with time lapse video recording and digital image storage, that will allow Government employees to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the VSS system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CD's, as well as prior to installation. VSS system testing,

and acceptance shall be conducted by the Government prior to occupancy. The VSS system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the VSS system. Government specifications are available from the Lease Contracting Officer. VSS system components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020). See https://www.acquisition.gov/far/part-52#FAR_52_204_25.

C. INTRUSION DETECTION SYSTEM

LESSOR PROVIDED DESIGN, INSTALLATION, AND GOVERNMENT MAINTENANCE

The Lessor shall design and install an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to completion of the CDs, and prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Mega Center. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and lessor points of contact, including law enforcement (Federal Protective Service and facility security force). Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Mega Center Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. The Government creates an FPS monitoring account and works with the Lessor to complete the Mega Center Alarm Requirement (MAR) in conjunction with the installing security vendor. Components which fail or require maintenance, or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed above.

D. DURESS ALARM

LESSOR PROVIDED DESIGN, INSTALLATION, AND GOVERNMENT MAINTENANCE

The Lessor shall design and install a duress alarm system. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CDs, as well as prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Contracting Officer. Components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

E. SECURITY SYSTEMS DESIGN

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall ensure at the time of system design, system construction, and throughout the term of the Lease, that alarm and PACS panel, VSS components, controllers, and cabling shall be secured from unauthorized physical and logical access.

V. STRUCTURE

NOTE: FOR ADDITIONAL BLAST RESISTANT MEASURES REQUIRED IN NEW LEASE CONSTRUCTION PROJECTS, REFER TO LEASE PARAGRAPH “SECURITY FOR NEW CONSTRUCTION”.

A. WINDOWS

LOCK GROUND FLOOR WINDOWS

If a Government tenant occupies ground floor space in the Building, the Lessor shall provide a means to lock all operable, ground floor windows with secure latches. As part of BSAC, any operable, ground floor windows shall be monitored via IDS.

B. BUILDING SYSTEMS

1. EMERGENCY GENERATOR PROTECTION (T.I.)

If an emergency generator is required by the Government, the Lessor shall locate it, either pre-existing or installed as part of Tenant Improvements, in a secure area, protected from unauthorized access and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25 foot distance cannot be achieved, Lessor shall protect utilities in accordance with the post-award DBT analysis through a combination of standoff, hardening, and venting methods.

2. SECURING AIR INTAKE GRILLES

Lessor shall secure all accessible air intake grills from tampering or removal. Whenever possible, locate outdoor air intakes at least 30 feet above grade, and preferably at roof level.

VI. OPERATIONS AND ADMINISTRATION

A. FACILITY SECURITY COMMITTEE (SHELL *)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The FSC is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

B. ACCESS TO BUILDING INFORMATION (SHELL *)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of -Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

C. CONSTRUCTION SECURITY PLAN (SHELL)

The Lessor shall develop and implement a construction security plan. The plan should specify who is responsible for the security of the site during each phase of the project until final completion. The construction security plan shall describe in detail, how the Government's information, assets, equipment, and personnel will be protected during the construction process. (This shall include background checks, restrictions on accessibility, and escorts for the construction personnel). The required security measures will vary with the risk presented during the project. The Lessor shall also submit a security plan for all post-occupancy construction and alterations projects in the leased Space, throughout the term of this Lease.

VII. CYBERSECURITY (SHELL *)

A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally-owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).

B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.

C. Lessors are encouraged to put into place the following cyber protection measures to safeguard facilities and occupants:

1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (https://ics-cert.us-cert.gov/Recommended-Practices).

2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (https://www.nist.gov/cyberframework) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015) for best practices to manage cyber risks.

3. Encourage vendors of BACS to secure these devices and software through the following:

    a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.

    b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.

    c. Disable unnecessary services in order to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.

    d. Close unnecessary open ports to secure against unprivileged access.

    e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project (https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project).

    f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at https://www.beyondtrust.com/blog/what-is-least-privilege/.

    g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.

    h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.

    i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).

    j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.

k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).

l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).

m. Disallow the use of commercially-provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.

n. Systems should have proper system configuration hardening and align with Center for Internet Security (CIS) benchmarks or other industry recognized benchmarks. Additional information can be found at https://www.cisecurity.org/cis-benchmarks/.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
	2	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	3	GSAR 552.270-11	SUCCESSORS BOUND
	4	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	5	GSAR 552.270-24	STATEMENT OF LEASE
	6	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	7	GSAR 552.270-26	NO WAIVER
	8	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	9	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	10	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
	11	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
	12	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	13	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	14	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	15	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	16	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	17	GSAR 552.270-12	ALTERATIONS
	18	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	19	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	20	GSAR 552.270-31	PROMPT PAYMENT
	21	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	22	GSAR 552.270-20	PAYMENT (DEVIATION)
	23	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	24	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	25	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	26	FAR 52.203-7	ANTI-KICKBACK PROCEDURES

	27	FAR 52.223-6	DRUG-FREE WORKPLACE
	28	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	29	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	30	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
	31	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	32	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	33	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	34	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	35	FAR 52.233-1	DISPUTES
LABOR STANDARDS	36	FAR 52.222-26	EQUAL OPPORTUNITY
	37	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	38	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	39	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
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	41	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SMALL BUSINESS	42	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	43	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	44	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
	45	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	46	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	47	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	48	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	49	FAR 52.204-2	SECURITY REQUIREMENTS
	50	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

	51	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	52	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
	53	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	54	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	55	FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
	56	FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - PROHIBITION
OTHER	57	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	58	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless

(a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);

(b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

3. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of

estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

9. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon

issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

(a) *Prior to acceptance of the space*. Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.

(b) *After acceptance of the space*. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:

(1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;

(2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenantable;

(3) Terminate the lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) *Damages*. The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

(1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government’s aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other reprocurement costs.

(2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays*.

(1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:

(i) the delay in substantially completing any work or performing any services arises from excusable delays, and

(ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.

(2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

(f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

(1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;

(2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;

(3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and

(4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

12. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

13. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

14. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

(a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

(b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.

(c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.

(d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

15. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

(a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.

(b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenantable, or not usable for their intended purpose:

(1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.

(2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.

(i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.

(ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

(3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.

(4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

16. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

17. GSAR 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

18. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)

(a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.

(b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.

(c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

19. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

20. GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the ‘‘Renegotiation Board Interest Rate,’’ and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

21. FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

22. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

(a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:

(1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or

(2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

(d) Common Area Factor (CAF). The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% (11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF.

(e) Rentable Square Footage (RSF). The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: ABOA SF of Space x (1 + CAF) = RSF.

23. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

24. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over $6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

25. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee,* as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee,* as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence,* as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

26. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over $150,000 total contract value.)

This clause is incorporated by reference.

27. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

28. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(Applicable to leases over $6 Million total contract value.)

This clause is incorporated by reference.

29. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

30. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over $2,000,000.)

This clause is incorporated by reference.

31. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

32. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

(a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

(b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

(3) A lump sum equitable adjustment. or

(4) An adjustment of the operating cost base, if applicable.

(c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

33. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

35. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

36. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

37. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

38. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2023)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

39. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)

(a) *Definitions*. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over $15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

41. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)

This clause is incorporated by reference.

42. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

(Applicable to leases over $35,000 total contract value.)

This clause is incorporated by reference.

43. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over $2,000,000 total contract value.)

This clause is incorporated by reference.

44. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

This clause is incorporated by reference.

45. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (SEP 2023)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

46. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) ALTERNATE III (JUN 2020)

(Applicable to leases over $750,000 total contract value.)

This clause is incorporated by reference.

47. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over $750,000 total contract value.)

This clause is incorporated by reference.

48. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over $30,000 total contract value.)

This clause is incorporated by reference.

49. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

50. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

51. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

This clause is incorporated by reference.

52. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions*. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

53. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

This clause is incorporated by reference.

54. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

This clause is incorporated by reference.

55. FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

This clause is incorporated by reference.

56. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by

paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

57. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

58. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/browse/index/gsam.

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.
NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☑ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☑ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Nicholas C. Mimms, P.E., ICMA-CM City Manager City of Fort Pierce 100 North US Hwy 1 Fort Pierce, FL 34950	TELEPHONE NUMBER 772-467-3793
	Signature	January 31, 2023 Date

RLP No. 6FL0489 – Port St. Lucie, FL
Amendment No. 5
Issued: November 21, 2022

The following amendments and clarifications are hereby made to Request for Lease Proposals (RLP) No. 6FL0489 issued April 14, 2022. All offerors must acknowledge receipt of this Amendment No. 5, by reviewing, signing, and returning to General Services Administration and Public Properties with Revised Offers no later than **5:00 P.M., EST, December 5, 2022.**

1. GSA Form R100 (RLP) Section 1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016) Paragraph A is hereby deleted and replaced with the following:

A. The Government is seeking a minimum of **5,331** to a maximum of **5,864** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

2. GSA Form L100 (Lease) Section 6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016) is hereby deleted and replaced with the following:

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.

2. Lessor shall perform cyclical repainting of the Space every **6** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

a. Backing or underlayment is exposed;
b. There are noticeable variations in surface color or texture;
c. It has curls, upturned edges, or other noticeable variations in texture;
d. Tiles are loose; or,
e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every **6** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

ACKNOWLEDGEMENT OF AMENDMENT NO. 5

I hereby acknowledge receipt of Amendment No. 5 to RLP No. 6FL0489

FOR THE LESSOR:

Name: _____

Title: _____

Entity Name: _____

Date: _____

RLP No. 6FL0489 – Port St. Lucie, FL
Amendment No. 6
Issued: May 26, 2023

The following amendments and clarifications are hereby made to Request for Lease Proposals (RLP) No. 6FL0489 issued April 14, 2022. All offerors must acknowledge receipt of this Amendment No. 6, by reviewing, signing, and returning to General Services Administration and Public Properties with Final Revised Offers no later than **5:00 P.M., EST, June 6, 2023.**

1. **GSA Form R100 (RLP) Section 3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)** is hereby deleted and replaced with the following:

A. TENANT IMPROVEMENT ALLOWANCE PRICING:
1. The TI Allowance is **$100.19** per ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The Tenant Improvements shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

ACKNOWLEDGEMENT OF AMENDMENT NO. 6

I hereby acknowledge receipt of Amendment No. 6 to RLP No. 6FL0489

FOR THE LESSOR:

Name: _____

Title: _____

Entity Name: _____

Date: _____

Exhibit H to Lease GS-04P-LFL00449

City of Fort Pierce
INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN

I. IDENTIFICATION DATA:

Address: **310 Orange Ave, Fort Pierce, FL 34950**
Date Prepared: **December 20, 2023**
Description of Lease: **15 years, 13 years firm GSA Lease**
Request for Lease Proposal Number: **6FL0489**
Lease Number: **GS-04P-LFL00449**

II. LEASE PERIODS AND ESTIMATED LEASE DOLLAR VALUE

Firm Term: **13 years**
Non-Firm Term: **2 years**
Option: **5 years**

Total Estimated Lease Value - $6,948,176.83
Firm Term $4,516,319.08
Non-Firm Term: $694,816.50
Option Period: $1,737,041.25

Place of Performance: 310 Orange Ave, Fort Pierce, FL 34950

Unique Entity Identifier (UEI): HD7SD9PNKNA5

III. GOALS:

City of Fort Pierce provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

Firm Term (expressed in dollars and percentages of the total dollars planned to be subcontracted) **Years 1 - 13**		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. Total Dollars to be Subcontracted	$984,291.36	100%
2. Other than Small Businesses/Large Businesses	$639,789.38	65%
3. All Small Businesses (including ANCs & Indian tribes)	$344,501.98	35%
4. Veteran-Owned Small Businesses (VOSB)[1]	$49,214.57	5%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	$29,528.74	3%
6. HUBZone Small Business (HUBZone)	$39,371.65	4%

[1] Items 4 through 8 stand on their own. They do not equate to the small business total. Refer to "How to do the math" tips in the instructions.

7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	$59,057.48	6%
8. Women-Owned Small Businesses (WOSB)	$49,214.57	5%

If applicable:

Non-Firm Term (expressed in dollars and percentages of total dollars planned to be subcontracted) **Years 14 – 15**		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. Total Dollars to be Subcontracted	$61,258.44	100%
2. Other than Small Businesses/Large Businesses	$39,817.99	65%
3. All Small Businesses (including ANCs & Indian tribes)	$21,440.45	35%
4. Veteran-Owned Small Businesses (VOSB)	$3,062.92	5%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	$1,837.75	3%
6. HUBZone Small Business (HUBZone)	$2,450.34	4%
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	$3,675.51	6%
8. Women-Owned Small Businesses (WOSB)	$3,062.92	5%

If applicable (for each option): One 5-year Option

Option (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. Total Dollars to be Subcontracted	$153,146.10	100%
2.Other than Small Businesses/ Large Businesses	$99,544.97	65%
3. All Small Businesses (including ANCs & Indian tribes)	$53,601.14	35%
4. Veteran-Owned Small Businesses (VOSB)	$7,657.31	5%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	$4,594.38	3%
6. HUBZone Small Business (HUBZone)	$6,125.84	4%
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	$9,188.77	6%
8. Women-Owned Small Businesses (WOSB)	$7,657.31	5%

Total (Firm term + Non-firm Term + Option(s)):

TOTAL LEASE GOALS (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. Total Dollars to be Subcontracted	$1,198,695.90	100%
2.Other than Small Businesses/ Large Businesses	$779,152.34	65%
3. All Small Businesses (including ANCs & Indian tribes)	$419,543.57	35%
4. Veteran-Owned Small Businesses (VOSB)	$59,934.80	5%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	$35,960.88	3%
6. HUBZone Small Business (HUBZone)	$47,947.84	4%

7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	$71,921.75	6%
8. Women-Owned Small Businesses (WOSB)	$59,934.80	5%

IV. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:

The principal types of supplies and/or services that **City of Fort Pierce** anticipates to be subcontracted and the identification of the type of business concern planned are as follows.

Business Category or Size
Construction

Supplies/Services	OTSB/ Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Paint		X		X	X	X	X
Carpet	X	X	X				X
Drywall	X			X		X	
Electrical	X	X					X
Plumbing	X	X					X
Mechanical	X	X		X		X	X

Business Category or Size
Recurring Services

Supplies/Services	OTSB/Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Janitorial	X	X					X
HVAC Maintenance and Repairs	X	X	X			X	
Electrical Repairs		X	X	X	X	X	X
Plumbing Repairs		X	X	X	X	X	X
Generator Maintenance	X						
Exterior Landscaping		X			X	X	X
Waste Removal	X						

Business Category or Size
Other Subcontracted Supplies and/or Services

Supplies/Services	OTSB/ Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Electrical	X	X					
Plumbing	X	X					

V. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:
City of Fort Pierce used the following method to develop the subcontracting goals:
Areas to be subcontracted were based on standard GSA subcontracting plan requirements, previous transaction experience and the needs of the community. All small business concerns capabilities were determined from previous contracts with minority and small business trade associations and include but not limited to contacts with business development organizations, attendance at small and minority business procurements and trade fairs.

VI. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES:

City of Fort Pierce identifies potential subcontractors using the following source lists and organizations:
SAM.gov database, service organizations, small business trade associations, GSA Office of Small Business Utilization, Small Business Administration (SBA), Procurement Technical Assistance Center.

VII. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS:

Indirect costs _____HAVE BEEN (or) _X__HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

If indirect costs HAVE been included[2], the method used to determine the proportionate share of indirect costs to be incurred with small business concerns was as follows:

_____
_____
_____

VIII. PROGRAM ADMINISTRATOR:

Name: Mike Reals

[2] Including indirect costs may be beneficial to avoid "0" dollar goals. If indirect costs are included in the goals, these costs must be included in the Standard Form 294 report submitted after award.

Title/Position: Director of Public Works
Address: 100 N. US Highway 1
City/State/Zip Code: Fort Pierce, FL 34950-4205
Email Address: mreals@cityoffortpierce.com

Alternate POC with contact information:
_____

Duties: FAR clause 52.219-9(e) requires the contractor to perform the following functions in order to effectively implement this plan to the extent, consistent with efficient contract performance:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.

3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.

4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the System for Award Management (SAM) database or by contacting SBA.

5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

6. For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBZone, SDB or WOSB.

7. Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

Other ways the Plan Administrator can ensure the company meets the goals of the plan **demonstrating "good faith effort"**:

X Develop and promote company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
X Develop and maintain bidders' lists of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns from all possible sources.
____Ensure periodic rotation of potential subcontractors on bidders' lists.
X Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
X Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns
X Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
X Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
X Oversee the establishment and maintenance of contract and subcontract award records.
X Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
____Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
____Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
____Develop and maintain an incentive program for buyers that support the subcontracting program.
X Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.
____Prepare and submit timely reports as outlined in Section VII.
X Coordinate the company's activities during compliance reviews by Federal agencies.
____Promote opportunities for small businesses on the company website
____ (List any additional duties)

IX. EQUITABLE OPPORTUNITY:

City of Fort Pierce will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities:

A. Outreach efforts to obtain sources by:
___ Contacting minority and small business trade associations
___ Contacting business development organizations

X Requesting sources from the Dynamic Small Business Search (Link to Dynamic Small Business Search)
X Attending small and minority business trade fairs and procurement conferences

B. Internal efforts to guide and encourage purchasing personnel:
___ Presenting workshops, seminars and training programs
X Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts
X Monitoring activities to evaluate compliance with the subcontracting plan

C. Other Additional efforts:

_____
_____
_____
_____

X. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

City of Fort Pierce agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of the subcontracting plan threshold listed in FAR 19.702 to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

XI. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS

City of Fort Pierce agrees to assign North American Industry Classification System (NAICS) codes to subcontracts and further agrees to provide the socio-economic status of the successful subcontractor in the notification to the unsuccessful offerors for the subcontracts in accordance with FAR 52.219-9.

XII. REPORTING AND COOPERATION:

City of Fort Pierce agrees to:
(10)(i) Cooperate in any studies or surveys as may be required;
(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
(iii) Submit the SF 294 (Individual Subcontract Report)** to the LCO, and the Summary Subcontract Report (SSR) ** using the Electronic Subcontracting Reporting System (eSRS) (*http://www.esrs.gov*), following the instructions in the eSRS;
(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 to the LCO and/or the SSR** using the eSRS;

(v) Provide its prime contract number and its UEI and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require each subcontractor with a subcontracting plan to provide the prime contract number and its own UEI, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

Calendar Period	Report Due	Date Due[3]	Submit Report to:
10/01--03/31	SF294*	04/30	LCO
04/01--09/30	SF294*	10/30	LCO
10/01--09/30	SSR**	10/30	eSRS

SF 294s are submitted until further notice in lieu of the ISRs.
****File the SSRs in the government-wide eSRS system as required by FAR clause 52.219-9(l).***

XIII. RECORDKEEPING:

City of Fort Pierce will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

1. Source lists (*e.g.,* SAM), guides, and other data that identify *SB* (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

2. Organizations contacted in an attempt to locate sources that are *SB* (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

3. Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold as defined in FAR 2.101 as of the date of the subcontract award, indicating:
   (A) Whether small business concerns were solicited and, if not, why not;

[3] The dates listed are considered “no later than”. Thus, the ISRs must be submitted to the LCO no later than these dates, April 30 and October 30, respectively, and the SSR must be entered into the eSRS system no later than October 30 each year.

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;
(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
(D) Whether HUBZone small business concerns were solicited and, if not, why not;
(E) Whether small disadvantaged business concerns were solicited and, if not, why not;
(F) Whether women-owned small business concerns were solicited and, if not, why not; and
(G) If applicable, the reason award was not made to a small business concern.

4. Records of any outreach efforts to contact
   (A) Trade associations;
   (B) Business development organizations;
   (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
   (D) Veterans service organizations

5. Records of internal guidance and encouragement provided to buyers through
   (A) Workshops, seminars, training, etc.; and,
   (B) Monitoring performance to evaluate compliance with the program's requirements.

6. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. ***Contractors having commercial plans need not comply with this requirement.***

7. Other records to support your compliance with the subcontracting plan:

_____
_____
_____
_____

XIV. ADDITIONAL ASSURANCES:

1. **City of Fort Pierce** will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.

2. **City of Fort Pierce** will provide the Lease Contracting Officer with a written explanation if the lessor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR

clause 52.219-9. This written explanation must be submitted to the Lease Contracting Officer within 30 days of contract completion.

3. **City of Fort Pierce** will not prohibit a subcontractor from discussing with the Lease Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor.

4. **City of Fort Pierce** assures that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the Lease Contracting Officer if **City of Fort Pierce** pays a reduced or an untimely payment to a small business subcontractor (see FAR clause 52.242-5).

XV. COMMITMENT TO MAKE A GOOD FAITH EFFORT[4] *(Also refer to 13 CFR 125.3(d), Determination of Good Faith Effort as well as FAR 19.705-7)*

In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take.

City of Fort Pierce will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:
See Section IV, Section VIII and Section IX.

_____
_____
_____
_____

The above requirements will be negotiated with the Lease Contracting Officer prior to approval. The Lease Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

XVI. STATUTORY REQUIREMENTS (FAR 19.702 and FAR clause 52.219-9(c))

The undersigned recognizes the statutory requirements for a subcontracting plan. The subcontracting plan will be negotiated with the Lease Contracting Officer in the time specified. The plan must be approved prior to contract award, option exercise, or renewal. The Lease Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
As stated in 15 U.S.C. 637(d)(8) as implemented under FAR 52.219-16, *Liquidated damages,* any contractor or subcontractor failing to comply in good faith with the requirements an approved subcontracting plan required by the clause of the contract "Utilization of Small Business Concerns" shall be a **material breach of the contract and may be considered in any past performance evaluation of the Contractor**. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's **failure to make**

[4] Described in SBA regulations at 13 CFR125.3(d)(3) as well as FAR 19.705-7

a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

SIGNATURE REQUIRED:

SUBMITTED by: **City of Fort Pierce**

Signature:
_____

Typed Name:
_____

Company Title:
_____

Date Signed:
_____

Government Lease Contracting Officer APPROVAL[5]:

Signature:
_____

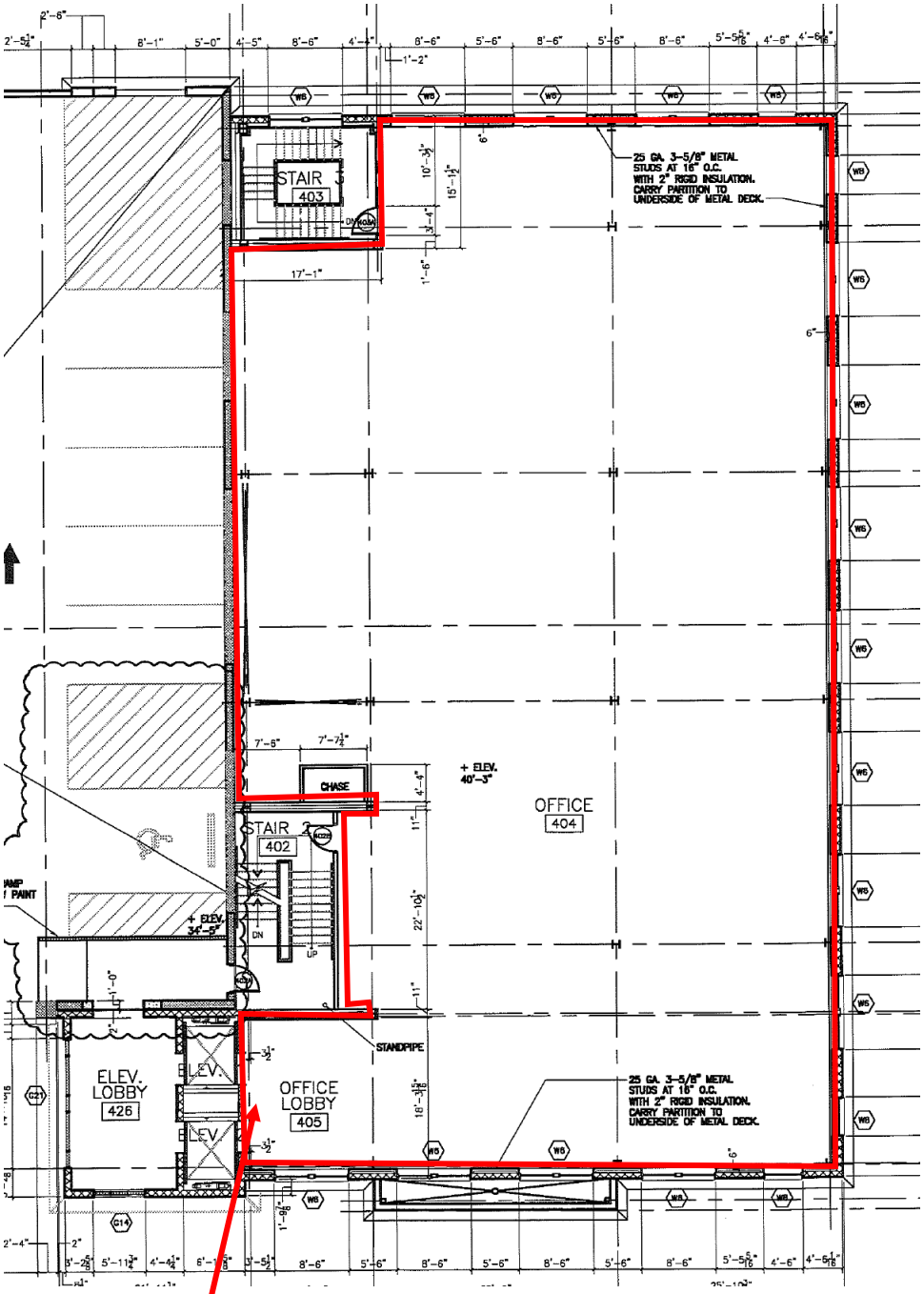
Printed Name:
_____

Agency:
_____

Date Signed: _____

[5] [Lease] Contracting Officer may indicate their approval by signing the plan, although not required. Approval is indicated when the negotiated subcontracting plan becomes a material part of the lease usually as an Exhibit upon award as required by FAR 19.705-5(a)(5) and FAR clause 52.219-9(c)(1).

Exhibit A to Lease GS-04P-LFL00449



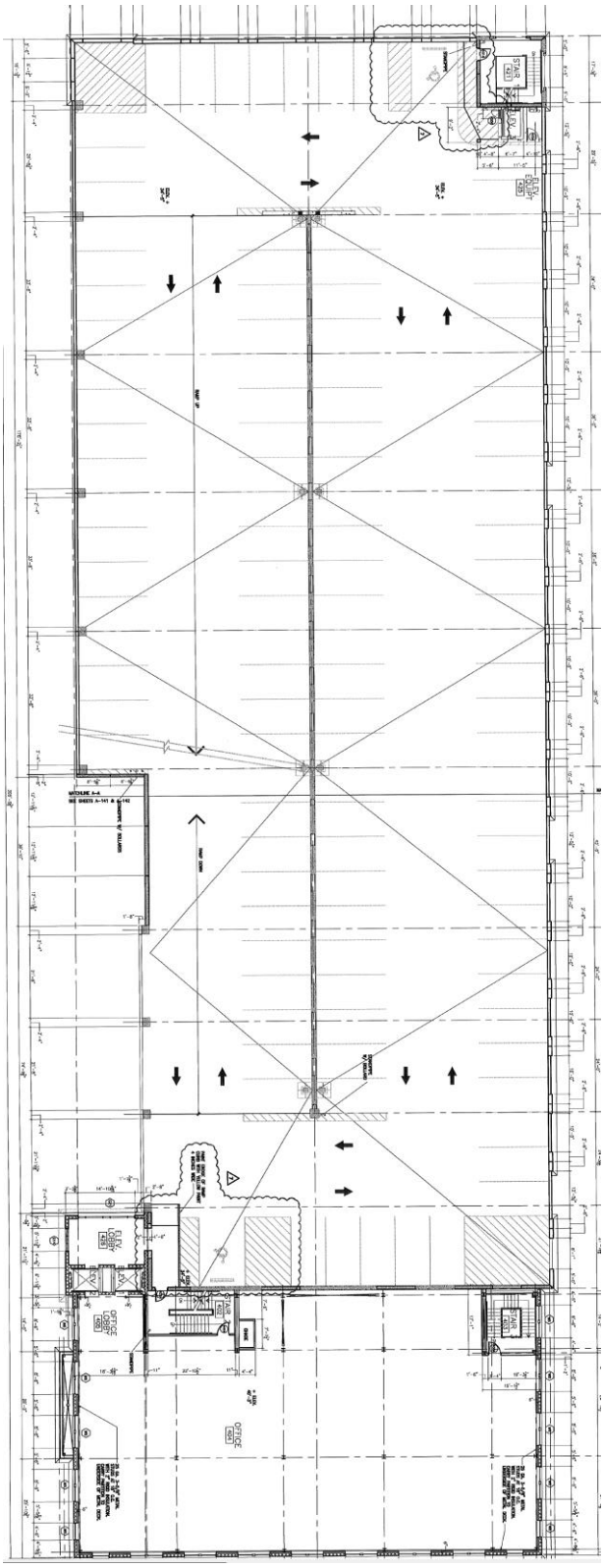
Primary Suite Entrance

Exhibit B to Lease GS-04P-LFL00449



21 reserved and secured parking spaces on top level of parking garage. Method of secured parking to be determined during design phase.

Exhibit B to Lease GS-04P-LFL00449



DEPARTMENT OF JUSTICE

BUREAU OF ALCOHOL, TOBACCO, FIREARMS & EXPLOSIVES

ATF SPACE REQUIREMENTS

Issued: October 8, 2020

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A. GENERAL SPACE REQUIREMENTS

The following is an overview of the Bureau of Alcohol, Tobacco, Firearm and Explosives' (TENANT's) general space requirements. Offices at TENANT can be classified under the following: Headquarter Offices, Division Offices, Field Offices, Satellite Offices, and Flex-Office Space. Office locations are preferred in Class A office buildings while Flex-Office Spaces are usually located at light industrial/warehouse facilities. In addition to offices, there are Off-Site Facilities that are usually located in light industrial/warehouse facilities and consist of warehouse, office and parking spaces. Descriptions of these basic requirements are noted in the following sections.

1. OFFICES

BUILDING LOCATION: The safety and security of TENANT employees, contractors and others employed by TENANT is our primary concern. Our preference is to locate TENANT Offices in Federal buildings when space is available and the building perimeter security is at Department of Justice Level IV or General Services Administration Level D. Office space must be located in a multi-story building with the occupancy of entire floors preferable to partial floor occupancy, above the first floor. Light industrial and warehouse space is excluded from this restriction.

a. CRITERIA THAT ELIMINATES FEDERAL BUILDINGS FROM CONSIDERATION FOR NEW OFFICE SPACE:

i. The office space, in a shared multistory building, is on or below the first floor.

ii. The office space, in a shared multistory building, is on the top floor and rooftop access is located within ATF space.

iii. The building houses immigration, probation, public defenders and/or social services offices and does not have a separate entrance, elevator and parking facility for ATF personnel and visitors.

iv. The only available office space in a proposed building has immigration, probation, public defenders, and/or social services offices on the same floor.

v. The office space is inside a shopping mall or shopping center.

vi. The building houses daycare facilities, abortion clinics, mental health clinics and/or drug rehabilitation clinics.

vii. ~~There is public parking underneath or within the building and/or there is metered or public parking directly in front, behind or next to the building.~~

viii. The building is less than 1,000 feet from residential areas, places of worship, schools, hospitals, prisons, abortion clinics, mental health clinics and/or day care facilities.

ix. Secured parking for ATF official vehicles, either onsite or adjacent to the building site is not available.

x. The building resides in a crime statistical area that is 10 times greater than the national average. Note: This criteria will be measured by utilizing the CRIMECAST model. The CRIMECAST model is based on the criminological theory of social disorganization, which states that there is a proven correlation between the social disorganization in a neighborhood and the amount of loss that occurs there by analyzing neighborhood demographics (excluding race, religion and gender), crime statistics and other databases with known indicators of crime, we are able to provide precise scores indicating a site's risk of crime in comparison to national, state and county averages. A score of 1000 on this analysis indicates 10 times the national average.

xi. Any exceptions or variances to the above listed criteria must be approved in writing, by the Chief, Physical Security Programs Branch. If ATF cannot find a building within the central business district (see Executive Order 12072), which satisfies our security requirements, then ATF must be allowed to expand the delineated area so that a safe, secure building can be found.

b. CRITERIA THAT ELIMINATES COMMERCIAL SPACE FROM CONSIDERATION FOR NEW OFFICE SPACE:

i. Proposed office space is on the first floor or below the first floor of the building.

ii. Proposed office space is on the top floor of the building and rooftop access is within the space.
iii. Proposed office space is inside a shopping mall or shopping center.
iv. Proposed building houses day care facilities, abortion clinics, mental health clinics, or drug rehabilitation clinics, immigration, probations, public defenders, and/or social services (including but not limited to: Social Security Administration (SSA) and Department of Health and Human Services (HHS)) within the building.
v. Proposed building will not or cannot accommodate secured parking for TENANT official vehicles at this facility.
vi. ~~Proposed building or parking facility is within 1,000 feet of agencies or tenants identified in iv. Above~~.
vii. Proposed office space is located in a high crime area or an area that will necessitate more extensive and stringent building security than a generally progressive and alert neighborhood with a low crime rate.
viii. Any exceptions or variances to the above listed criteria must be approved in writing, by the Chief, Physical Security Programs Branch. If TENANT cannot find a building within the central business district (see Executive Order 12072), which satisfies our security requirements, then TENANT must be allowed to expand the delineated area so that a safe, secure building can be found.

c. CRITERIA FOR AWARD OF COMMERCIAL OR LEASED SPACES:
i. A copy of the floor plan for the specific floors being offered by a lessor must be provided to TENANT for review before acceptance of the specific floor and building.
ii. Floors in a specific location that have multiple building core items (multiple elevator banks, multiple stairwells, and multiple mechanical rooms) will not be accepted when they are not centrally located in the center of a space. These items cannot be within TENANT space.

d. PARKING:
i. Secured parking spaces are required for government vehicles. The government requires a parking garage with a secure fenced/divided area or on-grade lot within a secure fenced area. Access to the parking area is required at all times - 24 hours a day/7 days a week (24/7). It is desirable that only TENANT personnel have access to the parking area. If parking cannot be provided on-site (i.e. basement garage, attached building garage, or site lot), parking should be located within a two-block radius of the office. Access to the parking lots must be controlled. Parking lots and all access from the building to the parking lots must be well lit at all times to ensure safety (i.e. a minimum of 10 foot candle level of illumination). Parking spaces cannot be in a shared lot with buildings that house agencies or tenants listed on page 1.

Note any waiver from this requirement will require a review of the specific location by the ATF Physical Security Programs Branch. A waiver may be considered if the market area does not have any locations that can provide a secure parking garage or secure fenced parking.

The minimum requirements for secure parking enclosure are as follows: to be determined during design

~~i. A 9 gauge chain link fence that is a minimum of 8 feet high on concrete slab to concrete slab.~~
~~ii. A top-guard, which is an overhang of three strands of barbed wire, along the top of the 8 feet high fence, shall be installed at a 45 degree angle facing outward.~~
~~iii. Opaque privacy slats pre-inserted or opaque privacy screening.~~
~~iv. An automated sliding vehicle gate and separate pedestrian entrance with pushbutton lock or card reader.~~
~~v. Minimum of three strands of barbed wire running horizontally and continuously along the top of the 8 feet high fence.~~
~~vi. All vertical fence posts shall be embedded in concrete.~~

Prior to signing the lease, the landlord should notify GSA if there are any concerns regarding the parking enclosure. All cost associated with the fence enclosure will be charged against the Tenant improvement allowance or paid by TENANT through the initial construction build-out.

2. OFF-SITE FACILITIES

a. LOCATION

Safety, functionality and security of ATF employees are our primary concerns. A delineated area will be determined on a case-by-case basis. Our preference is to locate ATF Off-Site facilities in areas away from Federal Buildings, building that house probation, public defenders, courts, and/or social services offices. The Off-Site property must be located away from churches, childcare facilities, shopping centers, residential areas, schools, flood plain areas, power plants, electrical transformers farms, night clubs, bars and in close proximity to airport radar dishes and aircraft flight paths. Access to the building must be large enough to accommodate large, long, tall, heavy vehicles.

b. BUILDING MINIMUM REQUIREMENTS

The buildings should be a single story structure, however a two-story building will be considered providing ATF occupies the first and second floors and the building meets ADA requirements. Minimum ceiling clearance in the workshop areas must be 15 feet or greater and the building must have at least one (one) 14 feet high by 12 feet wide electrically operated overhead coiling garage door. The garage door entry must be grade level or have an adequate ramp to drive vehicles in and out of the space. Two (2) garage doors are preferred. If the building does not have existing garage doors, the building must be able to accommodate 14 feet high doors. ATF will not consider any space or facility where other tenants are located above or below them. An additional dock level entry door is desirable.

c. EXISTING OR CUSTOM BUILDING

ATF prefers an existing building, however if after a reasonable search time and GSA has been unable to find a suitable building, ATF will consider a build-to-suite facility. This is the least preferable direction as it usually takes a longer lead time and can be overall more expensive.

d. PARKING

Secured onsite parking spaces are required for government vehicles. Access to the parking area is required at all times (24/7). It is desirable that only ATF personnel have access to the parking area. Parking must be provided on-site. Access to the parking lots must be controlled when possible. Parking lot(s) must be fenced and well lit at all times to ensure safety (i.e. a minimum of 10 feet candle level of illumination is required). ~~Fencing shall be accomplished with standard galvanized chain link fencing 8 feet high with a 2 feet outrigger at the top at an angle of 45 degrees pointing outward. Three strands of barbed wire must be installed on the top of the fence.~~ ATF may park very large vehicles such as Command Vehicles, NRT trucks, Bomb Trailers, Antenna Trailers, Mobile Lab vehicles, etc. at the facility.

3. LIGHT INDUSTRIAL / WAREHOUSE FACILITIES

a. LOCATION

The off-site facility depending on the specific functions and occupants will have an office section and a warehouse section. The warehouse section of the light industrial space must be accessible by vehicle. It is preferred to have a single story building with drive-in capability for large vehicles. For reference purposes some ATF vehicles could be approximately 45 feet long and the entrance to a storage area must accommodate the maneuvering of vehicles of this magnitude.

b. WAREHOUSE SPACE REQUIREMENTS

The warehouse space shall have the following minimum requirements within the facility:

i. Slab to ceiling, minimum 15’-0” clear height
ii. A minimum of 25’ column to column spacing
iii. Drive-in capability (i.e. slab on grade access or ramp access)

iv. At least one (1) 12’ wide by 14’ tall electrically operated overhead garage door
v. Floor drains will be required near inside overhead garage doors
vi. Office space with men’s and women’s handicap restrooms
vii. The space shall be protected with fire sprinklers (non-sprinkler buildings will not be considered)
viii. The work area within the interior vehicle parking space shall be heated
ix. The garage area of some locations will be provided with limited air conditioning
x. Separate HVAC controls for the office and warehouse areas are required
xi. The LAN Room shall be equipped with a 24/7 stand-alone HVAC system
xii. Slab on grade sealed concrete capable of supporting tractor trailer trucks – 6” slab thickness
xiii. Frost-proof exterior hose bib shall be available for ATF use at the 14’ high door location.
xiv. Exterior secured fenced parking
xv. Antenna roof rights
xvi. Some facilities shall require a shipping and receiving space

Note these warehouse requirements may vary from project to project and shall be adjusted as required to support the mission of specific group housed in the facility.

4. SECURITY

a. OFFICES
   i. All security related components will be furnished and installed by TENANT’s security contractor such as the motion detectors, cameras, etc. unless otherwise noted on the space plans or program requirements prepared by TENANT.
   ii. Security Camera Location – Cameras will be potentially placed in all perimeter entrances and adjacent corridors on floor as well as stairwells. A drawing will be provided to the Lessor prior to installation of cameras.

b. OFF-SITE / WAREHOUSE FACILITIES
   i. ATF Security requirements for light industrial warehouse facilities shall be determined by the ATF Physical Security Programs Branch on a case-by-case basis. ATF prefers a building with a minimum of windows. All security related components will be furnished and installed by ATF’s security contractor. Items such as motion detectors, cameras, etc. unless otherwise noted on the space plans or program requirements prepared by ATF. Electrical power requirements for these items shall be shown on the ATF Design Intent Drawings (DID’s) and provided by the owner.
   ii. In some cases windows may have to be treated with the application of blast mitigation laminate to the windows. ATF Physical Security will determine where and what level of protection is to be provided. The safety, cost and functionality will be considered when selecting a location.

5. SPACE PLANS

ATF’s Space Management Branch (SMB) will develop the space plans unless otherwise noted. The Lessor must provide baseline background drawings in AUTOCAD. The drawings must provide the location of all core elements such as: doors, openings, skylights, shafts, stairwells, elevators, columns, enclosures for fire pump, electrical or piping chases, UPS, bearing walls or walls that would influence the basic ATF layout. ATF will provide the DID along with the program of requirements to GSA. GSA will then provide the lessor, building manager, and/or architect with this information.

6. BUILDING EXTERNAL ENVIRONMENT

The quantity and quality of police and fire protection and the general character of the overall external environment shall also be considered in determining the location of the ATF office buildings. ATF space shall not be located in high crime areas or in any area that will necessitate more extensive and stringent building security than a generally progressive and alert neighborhood with a low crime rate. All buildings considered by ATF are required to have well lit exterior sidewalks, parking structures/lots/spaces, and alleys to ensure safety. ~~If a railroad exists near the facility, the building must be located a minimum of 50 feet from an active railroad~~

~~track. Skylights are not desirable but may be accepted.~~

7. SIGNAGE

No external signage identifying ATF presence in a facility is permitted.

a. OFFICES: Internal signage is permitted on the floor where TENANT is located.
b. OFFSITE WAREHOUSES / FACILITIES: Internal signage is discouraged but may be permitted after review and approval by ATF Physical Security Programs Branch.

8. EMPLOYEE PARKING / PUBLIC TRANSPORTATION

a. OFFICES: Regularly scheduled public transportation and/or sufficient parking to cover commuting needs of employees must be located within reasonable and safe walking distance of the office.

b. OFFSITE WAREHOUSES / FACILITIES: Regularly scheduled public transportation and/or sufficient parking to cover commuting needs of employees must be considered, however the nature of the Off-Site operation does not lend itself to the typical office environment. Most off-site locations will include specialized ATF vehicles. It is ATF's desire to locate facilities and vehicles remotely and away from public view.

9. SECURITY CLEARANCE

The Government requires the lessor to submit complete personal history statements for each employee of the lessor as well as employees of the lessor's contractors or subcontractors who will provide continuing building operating services for the property in which the leased space is located. ATF reserves the right to require completed fingerprint charts. ATF also requires this information for employees of the lessor, his contractors, or subcontractors who are hired to perform alterations or emergency repairs for the property.

All contract personnel (i.e. cleaning personnel, maintenance personnel, contractor, sub-contractor, etc.) who are hired to perform alterations or emergency repairs for the property are required to complete a Personnel Security Request (PSR) and pass ATF security background checks before working in ATF space. (See EXHIBIT #1)

ATF through the GSA contracting officer or Contracting Officer's Technical Representative will advise the lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work in ATF owned or leased space. The lessor will be required to provide the same data within 10 working days for the addition of new employee(s) to the work force.

In the event the lessor's contractor/ subcontractor is subsequently replaced, and the new contractor/ subcontractor hires employees who were already cleared, then it is not necessary for them to be cleared again. The contracting officer may require the lessor to submit Form FD-258 and GSA Form 176 for every employee covered by this clause, on a recurring 3-year schedule.

The contractor and subcontractors shall take steps to assure control of the construction drawings. Contractors shall provide a system of controlling access and the safe keeping so to mitigate the possibility of loss of control of ATF drawings. Control of construction drawings shall be a priority item.

Law Enforcement Sensitive material shall not be posted on any websites by contractors/subcontractors to include specifications, drawings or photos.

10. KEY CONTROL

It is ATF's intent to control keys for ATF space and ATF reserves the right to change the entrance locks to all ATF space within the building. If the lessor and/or building manager require access into ATF space after work hours, the Lessor and/or building manager must inform ATF and receive permission to gain access into ATF space. Normally the contractor shall provide construction cores in the door locks and ATF will change the core

to meet ATF requirements. ATF personnel must be present at all times to escort non-ATF personnel.

11. DAYTIME CLEANING, RENOVATION, AND MAINTENANCE

Daytime cleaning shall be included as part of the fully serviced lease that ATF is required to support. Daily cleaning, renovation in existing space, and scheduled maintenance must be conducted during regular business daytime hours between 8 AM to 4:00 PM. All after-hour work must be scheduled through ATF. ATF personnel must be present at all times to escort non-ATF personnel.

12. MAINTENANCE FOR ABOVE STANDARD HVAC ITEMS

Maintenance for all above standard HVAC equipment shall be included as part of the rental consideration. If the HVAC equipment maintenance is not included in the initial rental proposal, adjustments to the rent may be executed after the above standard HVAC is/are installed and in operation.

13. ANTENNA SPACE

At some facilities outside roof space shall be required for the installation of a 22' antenna (to be supplied by ATF). The base station should be located as close to the antenna as possible in a roof top equipment room where available. The antenna mount requires that it be made from 2" rigid conduit that is a minimum of 4' in length and extends a minimum of 4' above the highest point of the roof. The roof must be equipped for routing coaxial cable between the antenna and the base station. If conduit is required, the lessor shall provide conduit with a minimum of 2" inside diameter rigid conduit from the antenna mount to the base station location with no more than a total of 280 degrees of bends. Pull strings and weather head on the end that penetrates the building will also be required. An internal 8-wire, Category 5 cable is required from the ATF office space to the base station location. The lessor shall provide a duplex AC outlet for the base station that is a 20 amp/110 Volt dedicated GFI circuit. The dedicated AC outlet and an earth ground (central building ground) connection shall be located within 3' of the base station location. **The exact location of the antenna and base station must be coordinated with the ATF, Radio Communications Branch located in Gaithersburg, MD and can be contacted at (301)-556- 1040.**

14. SYSTEMS FURNITURE WHIPS

In all ATF projects that incorporate systems furniture, the general contractor shall be responsible for hardwiring one end of the whip (electrical connecting wire) to the building electrical circuits. Note that ATF's systems furniture contractor will install the opposite end of the whip or make the direct connection to the systems furniture.

15. TENANT'S ACCEPTANCE OF SPACE

GSA will formally accept the space for the Government in lease space projects. At a minimum, ATF will require that the build-out of the perimeter of the space (i.e. walls, wire mesh, door installation, and hardware) must be complete prior to completion of the interior build-out of the space. This will help to ensure that perimeter security is in place at the scheduled move date and that an office may be able to complete its move even if some internal construction still needs to be completed.

16. TELECOMMUNICATIONS / LAN CLOSET REQUIREMENTS

At the start of a project (new, relocation, renovation, expansion, etc.), Infrastructure Services Branch (ISB) requests to preview all drawings. An ISB Specialist will preview and locate all jacks for voice and data. Plans will be returned prior to printing the final construction drawings.

Telecommunications/LAN closets are to be located in ATF controlled space.

ISB requires a 3"conduit run between ATF's telecommunications/LAN closet and the building's local telecommunication's Demarc location (first point of presence). This must be a continuous run with no access points or pull boxes. This is to insure security integrity for all voice circuits, data network circuits, security alarm lines and Title III intercept lines. When these lines traverse spaces outside ATF controlled space, it is the utmost priority to insure telecommunications line security.

MULTIPLE FLOOR LOCATIONS

Single 3" conduit runs required between ATF's main telecommunications/LAN closet and each satellite closet on other respective floors. Required for voice riser cabling and the fiber LAN switched backbone. When these lines traverse spaces outside ATF controlled space, it is the utmost priority to insure telecommunications & network security.

MULTIPLE CLOSETS ON SAME FLOOR

Provide one (1) 3" conduit run required between ATF's main telecommunications/LAN closet and each satellite closet. This is only required if backbone runs traverse non-ATF controlled space.

Wall jack locations for offices, rooms and other wall locations are to have a junction box with 1" conduit to above ceiling with a pull string. This is to provide easy access to install cabling in walls that may have wire mesh or sound insulation. Also it provides an easy means to install additional cabling at a later date without having to damage walls. Wall mounted phones locations are to have junction boxes, with conduit and pull string. This provides adequate mounting integrity for wall phone mounting hardware.

System furniture cabling feed point locations are to have a junction box with 1 1/2" conduit to above the ceiling with pull string. This is to provide easy access to install cabling in walls that may have wire mesh or sound insulation. It also provides an easy means to install additional cabling at a later date without having to damage walls.

TELECOMMUNICATIONS / LAN CLOSETS

a. Provide ½" plywood on all walls, from corner to corner, mid-point floor to ceiling, with white or grey paint. (Fire Rated).

b. Furnish with 24/7 air conditioning to provide cooling for all telephone & network equipment, network routers and switches, alarm system and radio equipment. AC equipment needs to handle a minimum sensible load of 12,500 BTU. Locate AC equipment outside the telecommunications/LAN room and duct air into room or provide a water safety pan with shut off under the AC system to prevent water damage to equipment in case of a leak.

c. The room is to have four (4) circuits, dedicated quad outlets, 20 amp/120 volts. One (1) for telephone equipment, one (1) for LAN network equipment, and one (1) for security alarm equipment and one (1) for radio equipment.

d. Provide two (2) "Approved Ground" #6 grounding conductors to building's central grounding point. Reference National Electric Code, Section 250. Locate one (1) grounding point/conductor on the wall next to the telephone equipment location and one (1) next to the Data/LAN rack location.

e. Provide a 2" conduit run from telecommunications/LAN closet to the radio equipment room (if located outside ATF controlled space) or to the roof with roof penetrations (for antenna).

17. <u>LAN ROOM COMPLETION</u>

The LAN room static resistant vinyl composition floor tile, drywall partition, door/frame/hardware (with lockable hardware), plywood blocking, ceiling lights, power outlets (for the security, telephone and data), and air-conditioning unit must be completed once the secure perimeter walls/doors have been erected. This will help ensure that ATF offices have the communications and computer infrastructure and tools needed for their work even if some additional construction still needs to be completed. The LAN room completion date shall be coordinated at the pre-construction meeting.

END OF GENERAL SPACE STANDARD REQUIREMENTS

B. DESIGN AND CONSTRUCTION REQUIREMENTS

1. DESIGN INTENT DRAWINGS

ATF will provide the design intent drawings along with the program of requirements to the Lessor, building manager, GSA representative, and/or architect. The Above Standard Space Requirements section describes ATF's architectural and security standards for each type of office space. The architect shall use these requirements as a guideline in producing the Construction Documents (CD). In the event of a conflict between this document and the Design Intent drawings, the Design Intent Drawings will prevail.

2. SQUARE FOOTAGE

Square footage requirements are noted on the programming documents and are not included in the document herein. Changes to the square footage requirements or variations from the ATF Space Requirement standards must be approved by ATF's Space Management Branch.

3. STANDARD FINISH, DOOR, CEILING, INTERIOR LIGHTING REQUIREMENTS

a. STANDARD FINISHES

ATF's standard finishes are as follows (unless noted otherwise):

i. 26 - 28 ounce (face weight) carpet;
ii. continuous vinyl cove base;
iii. eggshell paint on walls;
iv. semi-gloss on doors and door frames;
v. solid core doors with minimum dimensions of 3'-0" x 7'-0" x 1-3/4" doors and hollow steel door frames;
vi. 2' x 4' or 2' x 2' acoustical ceiling tiles and ceiling grid;
vii. 2' x 4' or 2' x 2' – Manufacturer: Focal Point, Model: Luna or equal , 3-Lamp, T8 recessed indirect w/ perforated center standard basket. See EXHIBIT #16 for further specifications.

b. FINISHES FOR OFF-SITE FACILITIES

The finishes for off-site facilities are similar except for the doors and floor finish. Interior doors shall be solid core wood with knock down hollow metal frames and building exterior doors shall be insulated metal doors. Concrete floors in the warehouse area shall be cleaned and sealed so that concrete dust is not released into the atmosphere.

4. DEMISING WALLS

(Note in construction, Perimeter and Demising walls may describe two (2) different types of walls. In construction, Perimeter walls describe the exterior walls of the building and demising walls describe the exterior walls of the TENANT's space. Personnel in the security industry may describe the exterior walls of the secured space as the Perimeter walls. For the Purpose of this document, ATF will use the term Perimeter Walls and Demising Walls interchangeably but its meaning will remain the same - i.e. exterior walls of ATF space.)

Demising walls of ATF facilities must be acoustically separate from neighboring buildings or from other tenants sharing space in the same building. All perimeter walls separating ATF space from building common areas or other tenants, whether government or non-government, must be separated with wall partitions that extend from the structural floor to the structural ceiling. Demising walls must have a minimum sound transmission class (STC) of 45 and contain 3" sound blanket insulation between 5/8" gypsum partitions. This includes public corridor walls. (See EXHIBIT #3A.) Acoustical sealant shall be applied on both sides of the metal stud runner at both slabs. On floors/ceilings with composite metal decks, the partition, sound insulation, and acoustical sealant shall extend between the flutes of the metal decks. All service boxes shall be sealed. All electrical conduit cables shall be plugged with an acoustical lining and constructed to impede sound transmission.

In addition, a minimum of ¾" #9 Standard or 9-gauge expanded carbon steel (expanded metal) shall be mounted to the outer side of the wall studs and run from slab-to-slab. In cases where the upper slab is extremely high (above approx. 18'-0") the space shall be caged. The ceiling shall have expanded metal. The opening in the expanded metal shall be no greater than 2" along the longest side of the opening. (See EXHIBIT #2).

In some cases, ATF will move to existing office space. The existing demising walls shall be reinforced with slab-to-slab expanded metal. It is preferable to weld the expanded metal on the outside face of the walls, but if this is not possible, securing the expanded metal on the inside face of the walls is acceptable. (Note, welding may not be possible if the existing stud gauge is too thin or if the space on the opposite side of ATF's space is occupied.) ATF will allow the installation of the expanded metal on the ATF side of the demising wall with non-removable screws and metal retaining clips in these instances. Concrete walls need not be covered with expanded steel metal.

The prospective lessor shall be responsible for identification of the current condition of the demising partition and shall report these conditions to ATF. ATF will then determine the modifications that are required to insure that the demising partition results in at least a 3A partition type.

The prospective lessor / GSA must notify ATF within 72 hours of receipt of the Design Intent Drawings to report these conditions.

5. PERIMETER DOORS

All perimeter doors (i.e. entrance, second entrance/exit, or stairwell doors) that swing out into public space from ATF's space should have hinge pins that are spot-welded, braided, provided with non- removable pin hinges, or security stud hinge to prevent removal of perimeter entrance doors. (A security stud hinge has a metal stud on the face of one (1) hinge leaf and a hole in the face of the other leaf. As the door closes, the stud enters the hole and penetrates the full thickness of the leaf, which create s a "bolting" or "locking" effect.)

a. OFFICES

Office perimeter entrance doors (from the public corridor) are required to be solid wood construction with a minimum thickness of 1-3/4" with an automatic door closure. These doors shall have long-throw, high-security, single-key deadbolt locks installed for secured hours. Doors will be tight fitting with 1/2" x 1/8" solid neoprene stop on three (3) sides and threshold. There will be no transparent panels installed on these doors. All corridor doors (public and suite) will have a door sweep to stop sound transmission. Main entrances to all Division offices from the building lobby shall have solid core wood double doors.

b. OFF-SITE FACILITIES

Off-Site facilities perimeter doors shall be insulated metal doors. Overhead roll-up coiling doors in the garage area shall be provided with electrical door openers and remote controllers. Manual dead bolt locks shall be installed on the overhead doors at ground level. Warehouse perimeter doors shall be insulated metal doors.

c. PERIMETER DOOR CONTROL

ATF will maintain control of all perimeter door keys. Emergency access to ATF space will be by ATF authorization only. All perimeter doors will have lock covers to prevent forced entry.

d. DOOR SECURITY HARDWARE

ATF preference for door hardware on perimeter doors is a vanguard style. This hardware allows the handle to freely turn even in the locked position to prevent a force break of the hardware allowing unauthorized entry. Any Perimeter Door that swings into Public Space to include the Ballistic Door must have a Cover Plate "Pick Plate / Latch Cover" installed to protect the door latch.

6. VENTS AND DUCTS ALONG DEMISING WALLS

Vents and Ducts and all other openings along the demising walls with a total dimension of more than 90

square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a ¼" steel angle iron frame. The steel frame and its supports shall be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld steel angle iron frame to the expanded metal within the demising partition. Expanded steel wire web is unacceptable in duct work.

7. EMERGENCY / FIRE EXITS

Emergency/Fire Exits shall be equipped with panic bars and a quick-release long-throw dead bolt lock for after hours. These doors must be alarmed. Hinges shall meet the requirements outlined above for perimeter entrance doors.

8. SECURITY AND DOOR HARDWARE

ATF's Protective programs Branch (PPB) will provide supplemental requirements and specifications during the Construction Document phase (See EXHIBIT #4 for a sample of the Security System and Lock Symbols). If the specifications noted within this document conflict with the specifications provided by PPB during the Construction Document phase, the supplemental requirements and specifications from PPB will supersede the specifications noted in this document.

The General Contractor shall furnish and install all door hardware and electric strikes noted on the construction documents unless otherwise noted. Electric strikes shall conform to ATF's minimum standards identified on EXHIBIT #5 - Security Electronic Portal Controls (Electric Strikes). Prior to purchasing and installation of the electric strikes, the contractor must submit manufacture's detailed information of the electric strikes (i.e. cut sheet, brochure description, etc….) for ATF's approval. All electric strikes shall have the following options: 12 or 24-volt power and fail secure options.

Changes to any security related issues must be approved by ATF's Physical Security Branch.

9. TELEPHONE AND SECURITY SYSTEM EQUIPMENT

All telephone and security alarm system equipment are to be located WITHIN the ATF controlled office area. Telephone and computer closets will be secured by commercial grade locking devices. ATF will maintain key control. Ventilation and/or cooling shall be provided to these spaces.

10. CONDUITS FOR ELECTRIC AND TELEPHONE LINES

Dedicated conduits are to be run from point of entry into the building ("Demarc point") to ATF's space. Provide a 3" flexible metal conduit from the main telephone room into the building to ATF's main LAN room. If pull boxes are necessary due to existing conditions, they must be outfitted with tamper resistant screws.

If the data or telephone cable leaves ATF space and passes through the public hallway, the ATF/Project Manager should request for two (2) 3" flexible metal conduits that pass through the public hallway.

11. BLAST MITIGATION LAMINATE FILM

LEVEL III - Bullet/Blast resistant window:
Frame assembly: Constructed of ballistically tested aluminum or steel extrusions.
Framing: Factory representative must assess windows on site.
Pre-tested Windows are certified and existing by licensed manufacture for installation meeting the Level III lamination levels as stated below.

LEVEL III - Blast mitigation laminate film glazing:
Frame assembly: Constructed of ballistically tested aluminum or steel extrusions.
Framing: Factory representative must assess windows on site.
Lamination will meet load test protocol of a minimum of 500 LBS, low hazard level and high protection level

from a ten feet at ground level or 300 LBS, low hazard level and high protection from a ground floor blast at 10 feet.

A clear ballistic laminate level 2 with 0.007 mm (Milar) film on exterior of the window. This will have a glazed finish on the exterior side of the windows.

Interior side of windows will have an opaque ballistic laminate and ballistic resistant film level 3.008 mm (Milar) with metal or aluminum capture frame inside. The capture frame is defined as metal or aluminum frame that securely holds the ballistic laminate against the interior glass.

MANUFACTURERS MEETING ATF SPECIFICATIONS

CPFilms Inc. - Blast event safety glazing films R-20 SRPS8, blast event safety glazing SCL SR PS7, or manufacture suggestion for window thickness at location. Phone: 1-800-255-8627

Madico Inc. - SafetyShield 800, SafetyShield 1500, or manufactures suggestion for window thickness at location. Phone: 1-800-225-1926

Insulgard Corporation - Bullet resisting transaction windows SV. Phone: 1-800-638-6718

Bullet Guard Corp. - Bullet Resistant Products, UL-752 Ballistic Material, or manufacture suggestion for window thickness at location. Phone: 1-800-233-5632

Intellimar, Inc. - Glass Fragment Hazard Reduction, Condition I or II (GSA Level 3 or 4), or manufacture suggestion for window thickness at location. Phone: 301-596-8500 or 410-461-3886

12. <u>EXPLOSIVE TECHNOLOGY GROUPS</u>

ETB locations shall be provided with usual office and office support areas. Additionally they will be provided with examination rooms, research/prep/training and construction rooms. Some of these functions may be consolidated into a specific room as determined by the designer, and the number of personnel assigned to a particular location.

Certain groups such as Explosive Technology Branches (ETB) will require an offsite laboratory environment, requiring special ventilation requirements. These area may require the installation of eye wash fountain(s) and/or safety shower(s). Specific specifications will be provided and tailored to each location. At least one (1) explosion-proof, 4'-0" wide laboratory fume hood ducted using 8" diameter galvanized duct to the exterior of the building shall be required at each ETB location. Specific specifications are as follows:

New ETB offices (Flex-Spaces) shall have fume hoods provided and installed, usually in or near the examination room. Fume Hoods shall be Labconco Corporation (800) 821-5525 or equal as follows:
4'-0" Protector Hood
4'-0" Fiberglass fume hood with integral explosion proof blower and EP incandescent light, no service fixture.
4'-0" Dished epoxy work surface, no cup sink cutout.
4'-0" Spluent cabinet, duel doors
Substitutions must get prior approval from ATF.
SEE EXHIBIT #18

Outside secure parking areas will be provided for special vehicles such as bomb trailers.
SEE EXHIBIT #19

END OF DESIGN AND CONSTRUCTION REQUIREMENTS

C. ABOVE STANDARD REQUIREMENTS & ROOM DESCRIPTIONS

1. DIVISION OFFICES / FIELD OFFICES / SATELLITE OFFICES

SECURE FOYER

1) FROM BUILDING LOBBY TO SECURE FOYER
   i. Purpose
   Main entrance secure foyer will be designed to affect positive control and identification of visitors. The secure foyer has two (2) doors – the Suite Entrance Door and the Reception Door. Visitors enter the reception room from the public space through the Suite Entrance Door, but visitors may only pass through the Reception Door after receiving clearance from a ATF staff.
   ii. Special Items
      a) Hardware for the suite entrance door is as follows: a standard levered lockset, latch plate cover, a door closer, single cylinder long-throw deadbolt, and bottom and side mounted door seals. If the doors swing out into the corridor, provide latch protectors and non-removable hinge pins.
      b) Demising partition shall be slab to slab with 45 STC and with a minimum of a 9 gauge welded expanded metal. See EXHIBIT #2.

2) FROM RECEPTION ROOM TO TENANT SPACE
   i. Special Items
      a) Walls around the secure foyer
         - Bullet Resistant treatment is required on all the walls within the secure foyer. See wall Type 3B. Specifications of the bulletproof wall must meet minimum UL ratings that are capable of withstanding bullets fired from a 44 magnum or a 9-mm submachine gun at close range (UL Level 3 rating). See EXHIBIT #6 – Security Armor.
         - Demising partitions shall be slab to slab with 45 STC and with 9 gauge welded expanded metal. This is the partition between the secure foyer and public hallway See wall Type 3A.
      b) Bullet Resistant Doors
      Bullet Resistant doors are required along walls with bullet resistant treatment only. The bullet proof doors shall meet minimum UL ratings that are capable of withstanding bullets fired from a 44 magnum or a 9 mm submachine gun at close range (UL Level 3 rating). See EXHIBIT #7.
      c) Bullet Resistant Windows
      The landlord and/or architect should coordinate the window size with ATF's design intent drawings. See EXHIBIT #8. ATF will notify the Lessor and/or architect if the existing bullet resistant transaction windows at their present location will be relocated to the new space. The height of the window off the floor must be 2'-10".

LAN ROOM

1) Purpose
   This room shall house the security, telephone, Wide Area Network (WAN) and Local Area Network (LAN) equipment.
2) Special Items
   i. Provide five (5) 20 amp quad outlets for the following:
      a) Two (2) quad outlets for the LAN/WAN equipment
      b) Two (2) quad outlets for the Telephone equipment

c) One (1) quad outlet for the security system. In addition, the contractor shall provide two (2) 3'-0" power strip/plug mold on each side of the security system outlet.

ii. Provide six (6) painted, fire-retardant plywood sheets, 4'-0" x 8'-0" x ¾" – two (2) for the security equipment, two (2) for the telephone system, and two (2) for the LAN equipment. (See EXHIBIT #14 the layout for the typical LAN room.)

iii. Install two (2) #6 dedicated ground for the telephone equipment.

iv. A mechanical engineer shall design an air-conditioning system that maintains the temperature in the LAN room between 70-74 degrees Fahrenheit 24/7.

DIVISION CONFERENCE ROOM

1) Purpose
Used for staff meetings, briefings, Critical Incident Management Response Team (CIMRT), press conference, and joint seminars with other law enforcement agencies.

2) Special Items

i. Provide blackout drapery if the conference room is located along the window wall.

ii. Provide at least one (1) general-purpose outlet on every wall and one (1) voice/data outlet on each wall. Quantity and location to be determined by TENANT designer.

iii. Provide support for white board.

iv. Provide a separate/supplemental HVAC unit for this room with thermostat.

CONFERENCE ROOM (FIELD OFFICES)

1) Purpose
Used for meetings, briefings, and/or interviews with the staff or the public.

2) Special Items

i. Provide blackout drapery if the conference room is located along the window wall.

ii. Provide at least one (1) general-purpose outlet on every wall and one (1) voice/data outlet on each wall. Quantity and location to be determined by TENANT designer.

iii. Provide support for white board.

SUPPLY ROOM

1) Purpose
Required for general office supplies.

2) Special Items
Provide a dedicated outlet for each photocopier.

MAIL AND COPY ROOM (DIVISION OFFICE ONLY)

1) Purpose
Required for photocopiers, facsimile machines, shredders, and the storage of paper, toner cartridges, recycling bins, and general office supplies.

2) Special Items
Provide a dedicated outlet for each photocopier and each shredder.

POLYGRAPH EXAMINATION ROOM

1) Purpose
The Polygraph Examination Room is required only at the Field Division offices when a Polygraph Examiner is on staff.

2) Special Items
Install an "IN USE" outside of the Polygraph Room Door to indicate that a polygraph test is in progress with a separate light switch. Locate the center of the "IN USE" light fixture 66" above the

finished floor adjacent to the door. Also, place a sign for the "In Use" light switch below the cover plate inside the Polygraph Examination room. The sign should read: "Turn on when room is in use."

POLYGRAPH OFFICE

1) Special Items
   i. Provide a 24" high x 30" wide one-way mirror window between the polygraph examiner's office and polygraph examination room. The bottom of the window must be 48" above the finished floor. In addition, provide one (1) 1" wide mini blind on the "office side" of the window.
   ii. Provide two (2) down-light fixtures on a dimmer switch. Place the down-light fixtures on the opposite side of the room from the one-way mirror.

BREAKROOM

1) Special Items
   General contractor is to provide the sink and cabinetry (See EXHIBIT #9). Also provide space for a standard refrigerator and coordinate with the field office.

TRAINING ROOM (DIVISION OFFICE ONLY, UNLESS SPECIFIED OTHERWISE)

1) Purpose
2) Special Items
   i. Provide a separate/supplemental HVAC unit for this room with thermostat.
   ii. Provide a 3" raised access floor as required by TENANT designer.
   iii. Provide carpet tile.
   iv. Provide and install manual room darkening shades.
   v. Standard acoustical ceiling with standard lighting and downlights around perimeter of room. Lights must be on dimmer switches.
   vi. Provide and install vinyl wallcovering.
   vii. Provide and install chair rail in specified locations.
   viii. Provide plywood blocking for TV mounts. Locations and quantities to be determined by TENANT designer.
   ix. Provide and install movable partition.
   x. Provide minimum of 500 SF storage room for tables and chairs when space allows. TENANT designer to provide drawing.
   xi. Provide an AV closet or closet area for AV equipment.
   xii. Provide electrical and voice/data outlets in raised floor and other locations. Quantity and location to be determined by TENANT designer.

SECURE FILE ROOM

1) Purpose
   Used to store investigative material and other sensitive files.
2) Special Items
   None.

INTERVIEW ROOM

1) Purpose
   Interview rooms are small conference rooms used to interview defendants. Note, not all Field or Satellite offices require separate Conference and Interview Rooms. Architect is to confirm program of requirements if the Conference Room is also used as an Interview Room.
2) Special Items
   i. Install Handcuff Bar or D-Ring (See EXHIBIT #10)

ii. Install an "IN USE" outside of the Interview Room Door to indicate that an interview is in progress with a separate light switch. Locate the center of the "IN USE" light fixture 66" above the finished floor adjacent to the door. Also, place a sign for the "In Use" light switch below the cover plate inside the Interview Room. The sign should read: "Turn on when room is in use."

DEFENDANT PROCESSING ROOM

1) Purpose
This room is used to photograph, fingerprint, and process defendants. For offices with five (5) or less special agent personnel assigned, a combination Interview/Defendant Processing Room shall be provided.
2) Special Item
   i. Base cabinet and Sink
   Provide base cabinet with 20 gauge stainless steel, 8" deep sink with garbage disposal, and running hot and cold water. Base cabinet/sink height and faucet shall conform to the Uniform Federal Accessibility Standards (UFAS). See EXHIBIT #9.
   ii. Handcuff Bar or D-Ring
      a) Handcuff Bar
      Provide a handcuff bar described on EXHIBIT #10. Handcuff bar must be welded to stainless steel flanges and anchored to the wall to withstand a force of 900 pounds. Flanges and cover plates must be 18 gauge, type 304 stainless steel tubing with a satin finish. All handcuff bars must have a 1-½" wall clearance. Position the handcuff bar horizontally 36" above the finished floor.
      b) D-Ring
      Provide two (2) wall mounted D-Rings mounted on two (2) stainless steel kick plates. The rings should be mounted 5" AFF and 25" AFF. The D-Rings are screwed to wood blockings behind the drywall partition. Grind all bolts down or use tamper proof screws to prevent anyone from removing the D-rings from the wall (See EXHIBIT # 10).

SECURED / EVIDENCE STORAGE (FIELD AND SATELLITE OFFICES)

1) Purpose
Each field office or group requires a secured storage room to safely store ammunition, weapons, investigative equipment, and evidence.
2) Special Items
   i. Long Gun Rack. See EXHIBIT #11 space plan for the number of long gun racks.
   ii. 4'x8' pegboard for a hand gun rack. See EXHIBIT #12 space plan for the number of pegboard and location.
   iii. Use partition Type 3E.
   iv. Vents and Ducts and all other openings inside the security storage area with a total dimension of more than 90 square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a ¼" steel angle iron frame. The steel frame and its supports must be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld the steel angle iron frame to the expanded metal within the secured partition.
   v. Separate Investigative Area -- Divide the storage room with a slab to slab expanded metal partition into two (2) areas (See EXHIBITS #13A, 13B, and 13C). Provide a sliding gate with the Adams Rite lock-set listed in EXHIBIT #13C. The cylinder must fit SCHLAGE PRIMUS Full Size Interchange Core (part# 20-062) FSIC Adams Rite Cam listed in

EXHIBIT 22A.

IRS PLOTTER

1) Purpose
   This room houses the Treasury Enforcement Communications System (TECS), national, state and/or local law enforcement communication systems. This room is also used to store sensitive messages and documents.
2) Special Items
   Provide a dedicated outlet for the plotter.

COMMUNICATION ROOM (DIVISION OFFICE ONLY)

1) Purpose
   This room houses the Treasury Enforcement Communications System (TECS), national, state and/or local law enforcement communication systems. This room is also used to store sensitive messages and documents.
2) Special Items
   i. Provide a self-contained HVAC unit in this room that maintains the temperature in the Communications room between 70-74 degrees Fahrenheit 24/7.
   ii. Secret Internet Protocol Router Network (SIPRNET) Rooms
   SIPRNET room doors will be solid wood with a minimum thickness of 1 ¾ inches or a hollow steel door with the steel a minimum thickness of 9-guage and locked with a card reader and electric strike for non-secure hours. A long-throw, single-key deadbolt lock will be installed for use during secured hours. Frames and hinges must be of sufficient strength to support the weight of the door. The walls shall extend from true floor to true ceiling. If this cannot be achieved, then the addition of 9-gauge mesh must extend from the ceiling to the slab above.

LOCKER ROOM (OFFICE AREAS)

1) Purpose
2) Special Items
   i. Provide an exhaust fan.
   ii. Provide carpet tile.
   iii. Provide standard acoustical ceiling.
   iv. Provide fixed benches: mounted 16” high. Quantity, size, location and color to be determined during design planning.

NOTE: The Purposes of the following rooms are self-explanatory. There are no special requirements in each of the offices. However, the design intent drawings will convey the finishes and wall types and door hardware for the space.

DIVISION DIRECTOR OFFICE

CHIEF COUNSEL’S OFFICE

ASSISTANT SPECIAL AGENT IN CHARGE (SAC)

RESIDENT AGENT IN CHARGE (RAC)

DIRECTOR OF INDUSTRY OPERATIONS (DIO)

DIVISION COUNSEL'S OFFICE

STAFF ATTORNEY

SUPERVISOR'S OFFICE

FIREARM INSTRUCTOR COORDINATOR STORAGE ROOM

INDUSTRY OPERATIONS (IO) SECURE STORAGE ROOM

COMPUTER SPECIALIST STORAGE ROOM

2. OFF-SITE FACILITIES / WAREHOUSES

SECURE VESTIBULE

1) Purpose
   Secure Reception Rooms are provided for Off-Site facilities. Main entrance reception areas will be designed to affect positive control and identification of visitors.
2) Special Items
   Usually there is no requirement for a bullet resistant transaction window for the Off-Site facilities, however ATF Protective Programs will make that determination.

SECURED / EVIDENCE STORAGE

1) Purpose
   Each Off-Site facility requires an evidence vault.
2) Special Items
   Vents and Ducts and all other openings inside the security storage area with a total dimension of more than 90 square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a ¼" steel angle iron frame. The steel frame and its supports shall be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld the steel angle iron frame to the expanded metal within the secured partition.

EQUIPMENT / LAN ROOM

1) Purpose
   This room shall house the security, telephone, Wide Area Network (WAN) and Local Area Network (LAN) equipment.
2) Special Items
   i. Provide 20 amp quad outlets for the following:
      a) Two (2) quad outlets for LAN/WAN equipment
      b) Two (2) quad outlets for the Telephone equipment

c) One (1) quad outlet for security system. In addition, the contractor shall provide two (2) 3'-0" power strip/plug mold on each side of the security system outlet, conduit, string and ring where required.

ii. Provide six (6) painted, fire-retardant plywood sheets, 4'-0" x 8'-0" x ¾" – two (2) for the security equipment, and two (2) for the telephone system, and two (2) for the LAN equipment. (See EXHIBIT #14 the layout for the typical LAN room.)

iii. Provide two (2) #6 dedicated ground for the telephone equipment.

iv. A mechanical engineer shall design an air-conditioning system that maintains the temperature in the LAN room between 70-74 degrees Fahrenheit 24/7. Usually a 1 ½ ton split unit is used.

SECURE FILE ROOM (MAY BE REQUIRED)

1) Purpose
   Used to store investigative material and other sensitive files. The SRT, and/ or ETB may require a secure file room.
2) Special Items
   None.

GENERALY SUPPLY ROOM

1) Purpose
   Required for general office supplies.
2) Special Items
   Provide a dedicated outlet for each photocopier, Fax and Shredding machine.

CONFERENCE ROOM

1) Purpose
   Used for staff meetings, briefings, Training for SRT, EEO.
2) Special Items
   Provide two (2) general-purpose outlets on each wall and one (1) voice/data outlet on each wall.

TOO WORKSHOP

1) Purpose
   The TOO workshop is to store, repair and/or modify selected ATF equipment.
2) Special Items
   Each TOO, TEO Technician shall have one (1) separate workbench. Each workbench shall have three (3) dedicated 110 Volt, 20 amp, and quad-outlets. Locate two (2) outlets at 68" AFF and one (1) at 38" AFF. In reference to quads at 68" AFF, center one of the quads between the workbenches and locate the other 68" quad to the right or left of the workbench. See EXHIBIT #15.

SUPERVISOR'S OFFICE

1) Purpose
   Supervisor's office.
2) Special Items
   None.

FIREARM TRAINING ROOM (F.A.T.'S ROOM)

1) Purpose
   This room is used for firearms training using computer simulation.

2) Special Items
Provide blackout curtains on exterior windows.

FIC STORAGE ROOM

1) Purpose
Storing props, ammunition, arms.
2) Special Items
None.

CANINE HANDLERS

1) Purpose
Trains and manages ATF canines.
2) Special Items
None.

SHIPPING / RECEIVING ROOM

1) Purpose
Receiving and mailing materials.
2) Special Items
None.

COMPUTER SPECIALIST STORAGE ROOM

1) Purpose
This room is used for storing computer parts and components.
2) Special Items
Require general-purpose outlets on each wall. Maximum of 4 outlets per circuit.

SRT SECURE STORAGE ROOM

1) Purpose
This room is used for storing SRT equipment.
2) Special Items
Require general-purpose outlets on each wall.

ETB TRAINING/PROP/CONSTRUCTION/SHIPPING/ROOM

1) Purpose
Provide a room to be used to assemble mock- ups, explosive devices, assembly and disassembly of items, training area, etc.
2) Special Items
Require general-purpose outlets on each wall.

ETB EXAMINATION ROOM

1) Purpose
Provide a room to be used to work on explosive devices. Where more than two (2) ETB persons are assigned additional rooms will be provided.
2) Special Items
   i. Provide two (2) general-purpose outlets on each wall.
   ii. Provide two (2) work benches.

RADIO WORKSHOP

1) Purpose
   Provide a room to be used to work on radio equipment along with a storage area.
2) Special Items
   Provide blackout curtains on exterior windows if room is located on an exterior wall.

LOCKER/SHOWER ROOM

1) Purpose
2) Special Items
   i. Provide an exhaust fan.
   ii. Provide ceramic tile for wall and floor finishes.
   iii. Provide moisture-resistant gypsum board ceiling.
   iv. Provide fixed benches: mounted 16" high. Quantity, size, location and color to be determined during design planning.
   v. Provide floor drains with trap primers in area outside of shower rooms.
   vi. Compliance with ADA requirements.

END OF ABOVE STANDARD REQUIREMENTS AND ROOM DESCRIPTIONS

D. ADJACENCY, FINISH, AND WALL TYPE TABLES

1. ADJACENCY TABLE - DIVISION OFFICES / FIELD OFFICES / SATELLITE OFFICES

FIELD DIVISION OFFICE POSITIONS

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
Special Agent in Charge (SAC)	350	ASAC's office	3G	Carpet 1	WC1	Office
Asst. Special Agent in Charge (ASAC)	150	SAC's office	3G	Carpet 1	Paint	Office
Director of Industry (DIO)	150	SAC's office	3G	Carpet 1	Paint	Office
Division Operations Officer (DOO)	150		3G	Carpet	Paint	Office
Public Information Officer (PIO)	150		3G	Carpet	Paint	Office
Other Directorate Positions	36		--	Carpet	Paint	Office
Senior Operations Officer (SOO)	150		3G	Carpet	Paint	Office
Polygraph Examiner	150	Polygraph Examiner Room	3F	Carpet	Paint	Office
F.I.C. (If not off Site)	150		3G	Carpet	Paint	Office
Management Analyst	150		3F	Carpet	Paint	Office
Clerk Typist	36		--	Carpet	Paint	--
Program Support Assistant (PSA)	36		--	Carpet	Paint	--
Investigative Assistant (IA)	36		--	Carpet	Paint	--
OFFICE OF CHIEF COUNSEL						
Assistant Chief Counsel	150		3G	Carpet 1	WC1	Office
Division Counsel	150		3G	Carpet 1	Paint	Office
Staff Attorney	150		3G	Carpet	Paint	Office
Legal Technician	36		--	Carpet	Paint	--
Extra Workstation	36		--	Carpet	Paint	--
OFFICE OF SCIENCE AND TECHNOLOGY						
Audit Manager	150		3G	Carpet	Paint	Office
Forensic Auditor	36		--	Carpet	Paint	--
OFFICE OF ENFORCEMENT PROGRAMS AND SERVICES						
NIBIN Coordinator	150		3G	Carpet	Paint	Office
IPB Caribbean Program Manager	150		3G	Carpet	Paint	Office
EQUAL EMPLOYMENT OFFICE						
EO Manager	150		3G	Carpet	Paint	Office
EO Specialist Manager	36		--	Carpet	Paint	--

OTHER						
Task Force Officer	36		--	Carpet	Paint	--

FIELD DIVISION SUPPORT SPACE

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
Secure Foyer from public hallway	100	Floor Lobby	3A	--	Paint	Office
Secure Foyer within foyer			3B	LVT	Paint	Storeroom
LAN/Equipment Room	80		3C	VCT	Paint	Storeroom
Division Conference Room	300	Division Office	3G	Carpet	WC2	Passage
Group Conference Rm (1 per 2 groups)	250	RAC's office	3G	Carpet	Paint	Passage
Increase ratio for Conf. Rooms			3G	Carpet	Paint	Passage
Division Supply Room	150	Assistant's workstation	3C	VCT	Paint	Office
Mail/Copy General Storage	150	Assistant's workstation	3F	VCT	Paint	Office
Polygraph Exam Room	100	Polygraph Examiner	3G	Carpet	Paint	Storeroom
Break Room - Division	200		3H	VCT	Paint	Passage
Break Room - Groups	200		3H	VCT	Paint	Passage
Training Room (Average & Storage) Seat 80% of total FD Personnel	2500		3G	Carpet	Paint	Storeroom
Locker			3G	Ceramic tile	Paint	Office
OFFICE OF CHIEF COUNSEL						
Asst. Chief Counsel Library	150		3F	Carpet	Paint	Office
Asst. Chief Counsel File / Supply	100		3C	Carpet	Paint	Office
Division Counsel File / Library	150		3F	Carpet	Paint	Office
OFFICE OF SCIENCE AND TECHNOLOGY						
Audit Secure File/CIS Workroom	150		3F	Carpet	Paint	Storeroom
Division Supply	150		3C	VCT	Paint	Office
EQUAL OPPORTUNITY OFFICE						
EO Reception / Support Space	150		3F	Carpet	Paint	Office

FIELD AREA / OFFICE POSITIONS

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
RAC & Area Supervisor w/ Division	150		3G	Carpet	Paint	Office
RAC & Area Supervisor out of Division	150		3G	Carpet	Paint	Office
Agent / Inspector	36		--	Carpet	Paint	--
Other Employees	36	RAC / Area Supervisor	--	Carpet	Paint	--
TOO/TSS	36		--	Carpet	Paint	--
OFFICE OF ENFORCEMENT PROGRAMS AND SERVICES						
Explosives Enforcement Officer (EEO)	36		--	Carpet	Paint	--
Special Agent Canine Handler (SACH) - workstation	100		--	Carpet	Paint	--
NRT Team Leader	150		3G	Carpet	Paint	Office
Full Time NRT Member	36		--	Carpet	Paint	--
Explosives Industry Analyst	36		--	Carpet	Paint	--
OFFICE OF SCIENCE AND TECHNOLOGY						
Radio Technician	36		--	Carpet	Paint	--

FIELD / AREA OFFICE SUPPORT SPACE

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
Secure Foyer Satellite Office	80	From public lobby to secure foyer	3A	--	--	Office
Wall type 3B around the 3 walls within the foyer			3B	LVT	Paint	--
Secure Foyer Field Office	100	From public lobby to secure foyer	3A	--	--	Storeroom
Wall type 3B around the 3 walls within the foyer			3B	LVT	Paint	--
Tel / LAN Room	80	Next to Communication Rm	3C	VCT	Paint	Storeroom
General Supply Satellite Office	80	Admin. Area	3C	VCT	Paint	Office

General Supply Field Office	100	Admin. Area	3C	VCT	Paint	Office
Conference Room	300	Admin. Area	3G	Carpet	Paint	Passage
Conference Room Ratio 1 per 2 Groups	250	Admin. Area	3G	Carpet	Paint	Passage
Secure File Room Satellite	80	Admin. Area	3F	VCT	Paint	Storeroom
Secure File Room Field Office	150	Admin. Area	3F	VCT	Paint	Storeroom
Interview / Processing Room Satellite	100	Public hallway - elevator	3G	VCT	Paint	Institutional
Interview Room Field Office	100	Public hallway - elevator	3G	VCT	Paint	Institutional
Processing Room	100	Public hallway - elevator	3G	VCT	Paint	Institutional
Secure Storage Satellite	100		3A	VCT	Paint	Storeroom
Secure Equipment Storage Average 15 sf per person with lockers	15	Agents	3C	VCT	Paint	Storeroom
Secure Evidence Satellite	200	Second Entrance	3E	VCT	Paint	Storeroom
Secure Evidence Field Office	450	Second Entrance	3E	VCT	Paint	Storeroom
IRS Plotter	100		3F	Carpet	Paint	Office
Communications Room	250	Next to LAN room	3C	Carpet	Paint	Storeroom
TOO / TSS Workroom	150		3E	VCT	Paint	Storeroom
OFFICE OF FIELD OPERATIONS						
NRT Leader Storage	150		3H	Carpet	Paint	Office
Full time NRT member Storage	100		3F	Carpet	Paint	Office
See Exhibit #15 for Door Lock (Security Hardware)						

2. ADJACENCY TABLE - OFF-SITE FACILITIES / WAREHOUSES

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
From Public Space to Secure Reception Room	100	Floor Lobby	3A	--	Paint	Office
From Secure Reception Room to ATF Space		--	3A	LVT	Paint	Storeroom
Secure Evidence Storage	200	Evidence storage rooms if Groups are co-located.	3E	VCT	Paint	Storeroom
Equipment / LAN Room	100	Communication Room	3C	VCT	Paint	Storeroom
Secure File Room	150	Administrative Area	3F	VCT	Paint	Storeroom
Mail and Copy Room	150	Administrative Area	3F	VCT	Semi-gloss	Passage
General Supply Room	100	Administrative Area	3C	VCT	Paint	Passage
FATS/Conference/Training Room	500	All interior space - no windows	3G	Carpet	Paint	Storeroom
TOO/Fab Workshop	500	TOO Workstation	3E	VCT	Paint	Storeroom
RADIO Workshop/Storage	500	--	3E	VCT	Paint	Storeroom
Supervisor's Office	150	Agent's or Inspector's Area	3H	Carpet	Paint	Office
Firearm Instructor Coordinator Storage Room	200	Firearm Instructor Coordinator's Office	3E	VCT	Paint	Storeroom
IO Secure Storage Room	150	Industry Operations office	3F	VCT	Paint	Storeroom
FTB Examine Room	150	All interior space - no windows	3E	VCT	Paint	Storeroom
FTB Training/Prop Room	150	All interior space - no windows	3E	VCT	Paint	Storeroom
Secure Exam Room (Computer Forensic) w/ Storage	450	Next to FIC office or FATs Room.	3E	VCT	Paint	Storeroom
Garage Bay	3000	--	3E	Sealed Concrete	Paint	--

END OF ADJACENCY, FINISH, AND WALL TYPE TABLES

E. EXHIBITS

1) Police Check Inquiry Form
2) 9 Gauge Wire Mesh
3) Partition Types
    a) Slab to slab, 45 STC, with expanded security mesh
    b) Slab to slab with Bullet Resistant Armor
    c) Slab to slab with Type “x” GWB
    d) Slab to slab with typical GWB
    e) Slab to slab with expanded security mesh
    f) Slab to ceiling, no STC rating
    g) Slab to slab with sound insulation STC 45 rating
    h) Slab to ceiling with sound insulations above ceiling
4) Security System and Lock Symbols
5) Electronic Portal Controls (Electric Strikes, Magnetic Locks, and other electronic controls)
6) Security Armor
7) Bullet Resistant Door
8) Bullet Resistant Window
9) Sink Detail
    a) Sink Cabinet Elevation
    b) Sink Cabinet Section
10) Handcuff Bar and D-Rings
11) Long Gun Rack
12) Pegboard Detail
13) Secured Storage Partition Details
    a) Secured Storage Gate – Elevation
    b) Secured Storage Gate – Section
    c) Secured Storage Gate – Sliding Door Hardware
14) Typical Telephone / LAN Room
15) Workbench – TOO and ETB
16) Lighting Specification
17) Eye/Face Wash
18) (A-B) Fume Hood
19) Parking
20) ATF Standard Finishes
    a) Option 1
    b) Option 2
21) Evidence Vault Layout
    a) Conventional Layout
    b) High Density Layout
22) Door Security Hardware
    a) Lock Plan Info
    b) Lock Plan Cut Sheets

OMB NO: 1140-0068 (03/31/2021)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Police Check Inquiry

Instructions: ATF Form 8620.42 must be completed by non-ATF personnel and ATF sponsors *(COTRs or Points of Contact)* when requesting non-ATF personnel be granted escorted access to ATF facilities, non-sensitive information, and/or construction sites. Items 1-15 of this form must be completed by all non-ATF personnel requiring escorted access to ATF facilities, ATF non-sensitive information, and/or an ATF construction site for the purpose of performing low risk, non-sensitive duties for a period of 5 days or longer. Items 13 & 14 may be omitted if access is requested for 4 days or less. Once completed, non-ATF personnel must sign and date the form and forward it to the ATF sponsor. ATF sponsors will complete items 16-25 and forward this form to the Physical Security Programs Branch or appropriate Field Division personnel for processing.

1. Non-ATF Personnel's Assignment Status *(check one)*: Contractor ☐ Vendor ☐ Other ☐ _____

To be Completed by Non-ATF Personnel

2. Last Name	3. First Name	4. Middle Name	5. Suffix	6. Social Security Number

7. Date of Birth	8. Place of Birth *(State/Country)*	9. Citizenship	10. Sex

11. Other Names Used *(Maiden, Nickname, etc.)*	12. If foreign born, provide the type and number for one of the following: alien registration, naturalization certificate, U.S. passport, or employment authorization card. Type	Number

13. Home Address *(provide residential history for past 5 years-use additional sheet(s) if necessary)*

From:	To:	Address	City	State
From:	To:	Address	City	State
From:	To:	Address	City	State
From:	To:	Address	City	State

14. Employment History *(provide employment information for past 5 years-use additional sheets(s) if necessary)*

From:	To:	Employer Name	Address	City	State
From:	To:	Employer Name	Address	City	State
From:	To:	Employer Name	Address	City	State
From:	To:	Employer Name	Address	City	State

15a. Ethnicity Origin

Hispanic or Latino Yes ☐ No ☐ — A person of Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race.

15b. Race *(mark one or more of the following categories)*

American Indian or Alaska Native	☐	A person having origin in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.
Asian	☐	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
Black or African American	☐	A person having origins in any of the black, Haitian, or Negro racial groups of Africa.
Native Hawaiian or Other Pacific Island	☐	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
White	☐	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

I, _____ , give my consent and permission for the Bureau of Alcohol, Tobacco, Firearms and Explosives *(ATF)* to conduct a police check inquiry for the purpose of granting me escorted access to ATF facilities and/or access to ATF non-sensitive information, or access to an ATF construction site. I understand that a felony conviction will automatically disqualify me. I understand that additional forms may be required by ATF for a more in-depth background investigation. I attest that the information provided is true.

Signature	Date

ATF E-Form 8620. 42
Revised March 2018

EXHIBIT #01: POLICE CHECK INQUIRY FORM

To be Completed by ATF Sponsor *(COTR/ POC)*		
16. Subject's Assigned ATF Office	17. Subject's Job Title	18. Assignment Duration Dates Beginning _____ Ending _____
19. Subject's Duties will Require the Following Escorted Access Facilities ☐ ATF Non-Sensitive Information ☐ Construction Site ☐		
20. ATF Sponsor Name	21. ATF Sponsor Address	22. Phone Number
23. Sponsor Signature		24. Date
25. Description of Duties and Other Remarks		

To be Completed by the Physical Security Programs Branch/Field Division			
26. NCIC Conducted: ____/____/____ *(Date)* QH N/R ☐ R ☐ QW N/R ☐ R ☐ QPO N/R ☐ R ☐	27. TECS Conducted: ____/____/____ *(Date)* SQ N/R ☐ R ☐	28. NLETS Conducted: ____/ ____/ ____ *(Date)* States *(identify below)*: _____ IQ N/R ☐ R ☐ _____ IQ N/R ☐ R ☐ _____ DQ N/R ☐ R ☐ _____ DQ N/R ☐ R ☐	
Access Granted ☐ Access Denied ☐	Signature of Authorized ATF Official	Title	Date

Instructions

ATF Form 8620.42 must be initiated by the COTR or ATF Point of Contact *(POC)* prior to granting escorted access to ATF facilities. Examples of positions that could be escorted are janitorial or short-term construction contractors who may be performing electrical or plumbing duties. The Physical Security Programs Branch or Field Division is responsible for conducting the required records and inquiry checks.

Items 1-15. Non-ATF personnel are responsible for completion of items 1 through 15. No item may be left unanswered.

Items 16-25. To be completed by ATF Sponsor *(COTR or ATF POC)*.

Items 26-28. To be completed by the Physical Security Programs Branch or Field Division.

Paperwork Reduction Act Notice

This request is in accordance with the Paperwork Reduction Act of 1995. The information collected is used by ATF to screen prospective contractors for escorted access to ATF facilities, non-sensitive information, and /or construction sites. The appropriate ATF office *(Physical Security Programs Branch or Field Division)* will maintain a copy of this form with the results of the indices checks for the duration of the contract employment or for a minimum of 1 year, whichever is longer.

The estimated average burden associated with this collection of information is 5 minutes per respondent, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be addressed to the Report Management Officer, Bureau of Alcohol, Tobacco, Firearms and Explosives, Washington, DC 20226. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Privacy Act Statement

You are requested to furnish information regarding your race under the authority of 42 USC § 2000e - 16, which requires that Federal employment practices be free from discrimination and provide equal employment opportunities for all. Solicitation of this information is in accordance with Department of Commerce Directive 15, "Race and Ethnic Standards for Federal Statistics and Administrative Reporting."

You are further requested to furnish your social security number (SSN) under authority of E.O. 9397, published 11/22/1943. That Order requires agencies to use the SSN for the sake of economy and orderly administration in the maintenance of records. Furnishing your race and SSN is voluntary; however, your failure to provide the requested information may negatively impact ATF's ability to positively identify you in the Federal criminal justice records system.

Solicitation of this information is authorized as part of our investigative authorities devolving from E.O. 10450 and E.O. 12968. This information will be used by ATF to begin preliminary screening/investigation for security purposes.

ATF E-Form 8620. 42
Revised March 2018

EXHIBIT #01: POLICE CHECK INQUIRY FORM (CONT.)

AMICO®
SECURITY MESH
PRODUCT NAME

MANUFACTURER
Alabama Metal Industries Corp.
3245 Fayette Avenue
Birmingham, Alabama 35208
Phone: (205) 787-2611
(800) 366-2642
FAX: (205) 786-6527

AMICO – West
Alabama Metal Industries Corp.
11093 Beech Avenue
Fontana, California 92335
Phone: (714) 350-9280
(800) 624-4600 I.S.
(800) 962-0100



PRODUCT DESCRIPTION
Security Expanded Metal sheets are steel expanded metal panels used as a penetration resistance shield behind plaster or drywall finishes. These sheets are to be attached to metal studs and track or wood supports designed for use in walls, floors, ceilings and roofs.

Basic Use: Prisons, government offices, strip malls, record storage rooms, computer rooms, courthouses, museums, mini warehouses, apartments, condominiums, pharmacies, art galleries, mail room, airport security, banks, hospitals, police stations and general office security.

Composition and Material: Security Expanded Metal is made by simultaneously cutting and stretching a solid sheet of steel, making Security Expanded Metal one continuous sheet that can't ravel at the strands.

Readily available in carbon steel, uncoated, galvanized, as well as stainless steel.

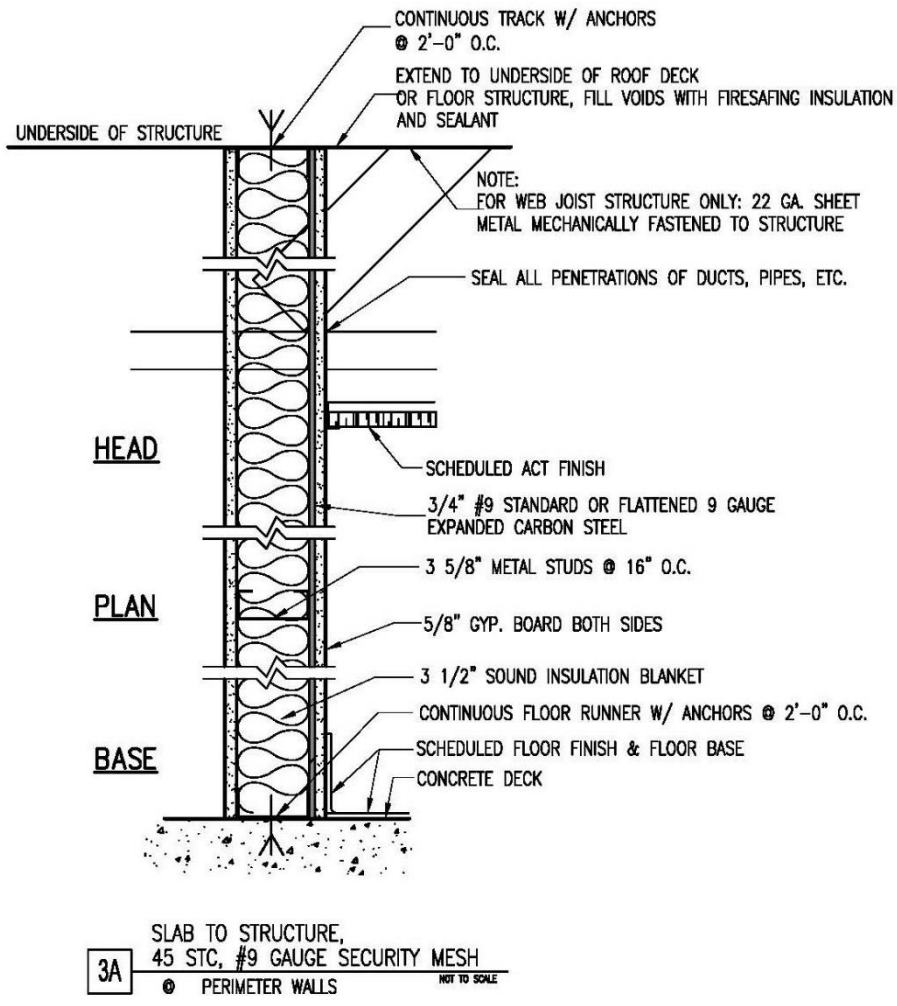
TECHNICAL DATA
AMICO Security Mesh is manufactured in conformance with the following industry standard specifications:
Carbon Steel - ASTM A569/A569M-85
Carbon Steel Security Mesh - ASTM F1267-89, Type I and II, Class 1, 2 and 3, Grade A Stainless Steel 304 - ASTM-A-240-90

Product Terminology:
SWD - Short Way of Diamond
LWD - Long Way of Diamond
Bond - The point where adjacent stands intersect.
Strand Thickness - Overall finished thickness

INSTALLATION
Methods of Cutting: 10" hand held circular saw with abrasive blade, cutting torch, nibbler heavy duty high speed. Eye and ear protection should be worn during the cutting operation.

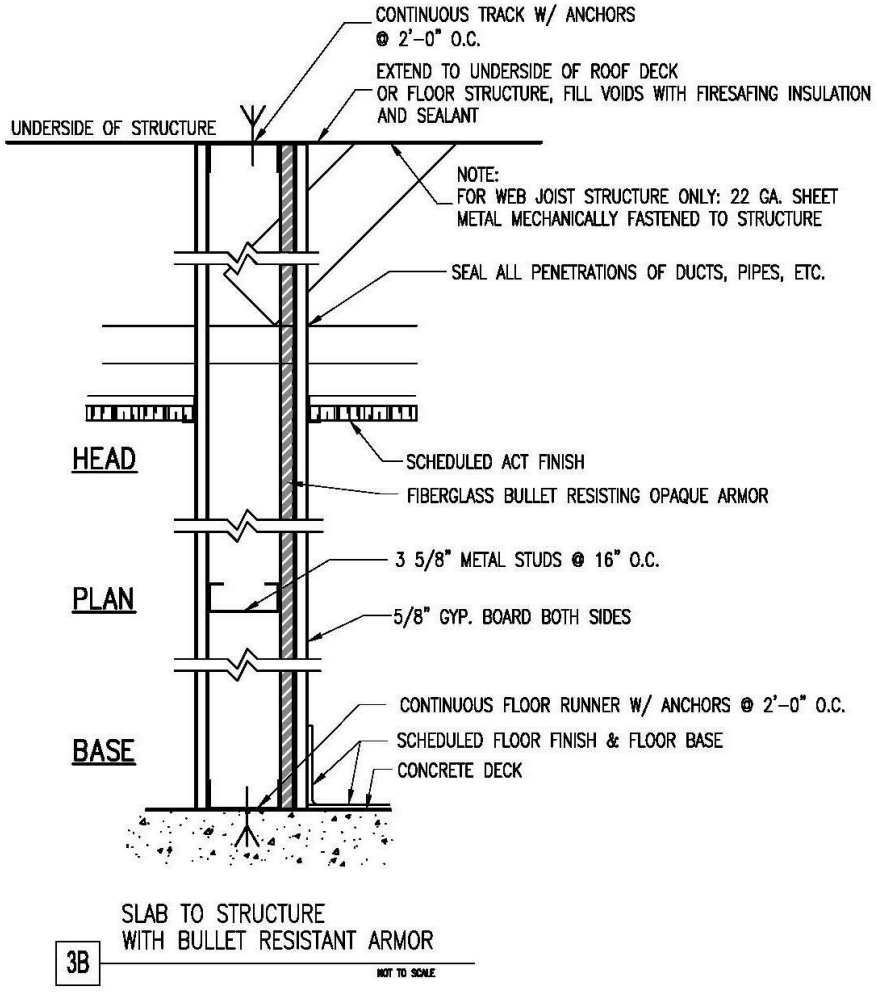
Methods of Attachment:
- Welding to steel studs and track. Weld Security expanded metal with 1/8" x 1/2" lg. min. fillet welded to steel studs - 20 ga. or heavier, edge welds must be within 2" of edge.
- Pan head type self drilling screws with at least a #8 shank, long enough to penetrate through steel supports at least 3/8 inch.
- One way fasteners screws long enough to penetrate through steel supports at least 3/8 inch.
- End joints of Security Expanded metal must be butted and occur over studs.
- Side Joints must be butted and wire tied at mid point between supports.
- For maximum strength and ease of installation, LWD of sheet should be placed horizontally.
- Underwriters Laboratories Fire Rated Assemblies will not be jeopardized by using ASM in the fire rated assembly. (U/L Subject File #1857

EXHIBIT #02: 9 GAUGE WIRE MESH



NON BEARING FULL HEIGHT SEPARATION PARTITION: 18 GA. (MIN.) METAL STUDS, CORROSION-PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3 1/2" MIN. MINERAL WOOL OR FIBER BATT INSULATION FRICTION FITTED BETWEEN STUDS; ACOUSTICAL BEAD SEALANT CAULKED AROUND EDGES; 3/4" #9 STANDARD 9 GAUGE EXPANDED STEEL SECURITY MESH BEHIND DRYWALL ATTACHED TO METAL STUDS; 5/8" THK. GYP. BOARD ON BOTH SIDES; DECK-TO-DECK CONSTRUCTION.

EXHIBIT #03A: SLAB TO SLAB, STC 45 RATING W/ EXPANDED SECURITY MESH



NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 7/16" THICK FIBERGLASS BULLET RESISTANT OPAQUE ARMOR, 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–DECK CONSTRUCTION.

EXHIBIT #03B: SLAB TO SLAB, W/ BULLET RESISTANT ARMOR

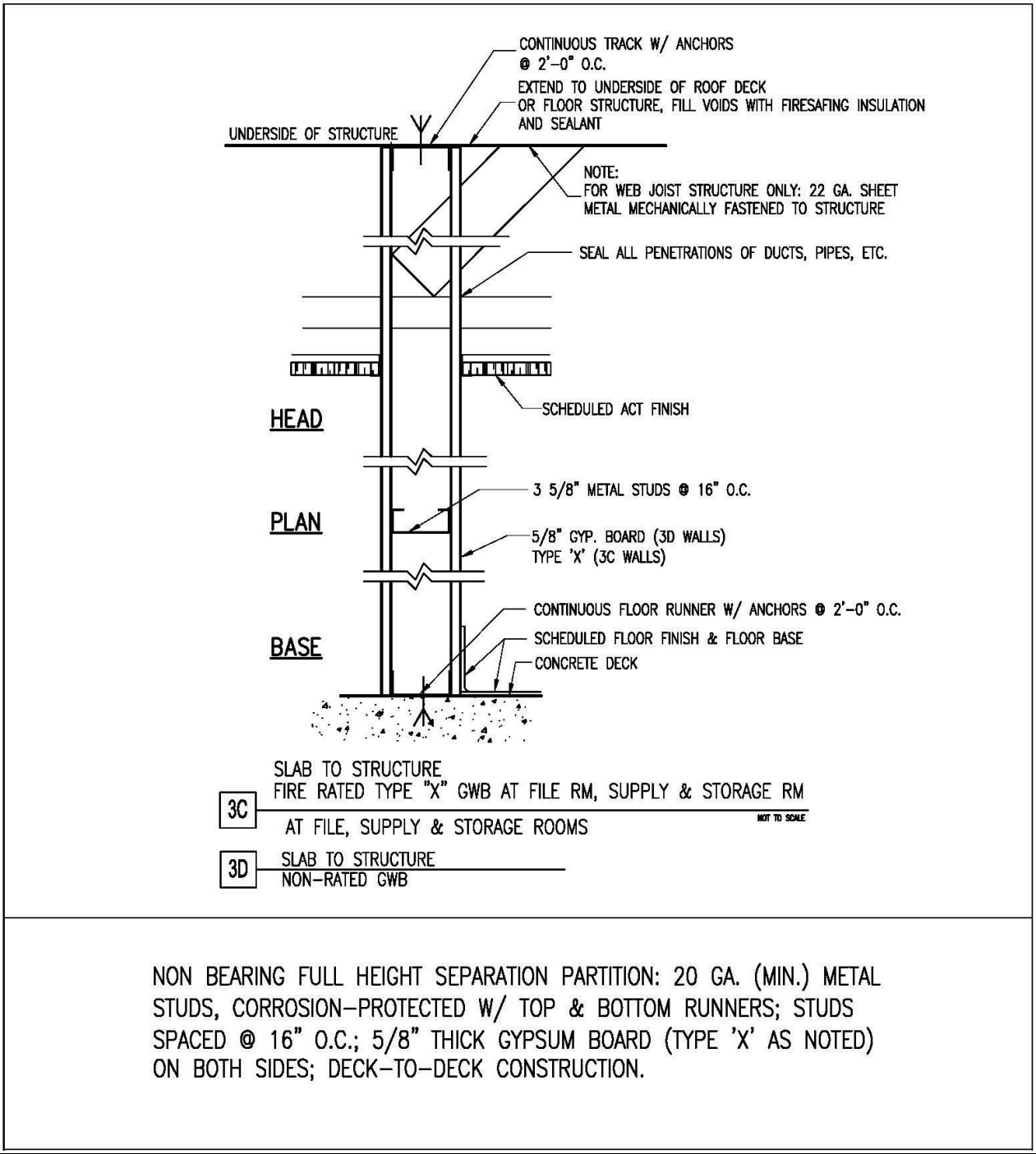
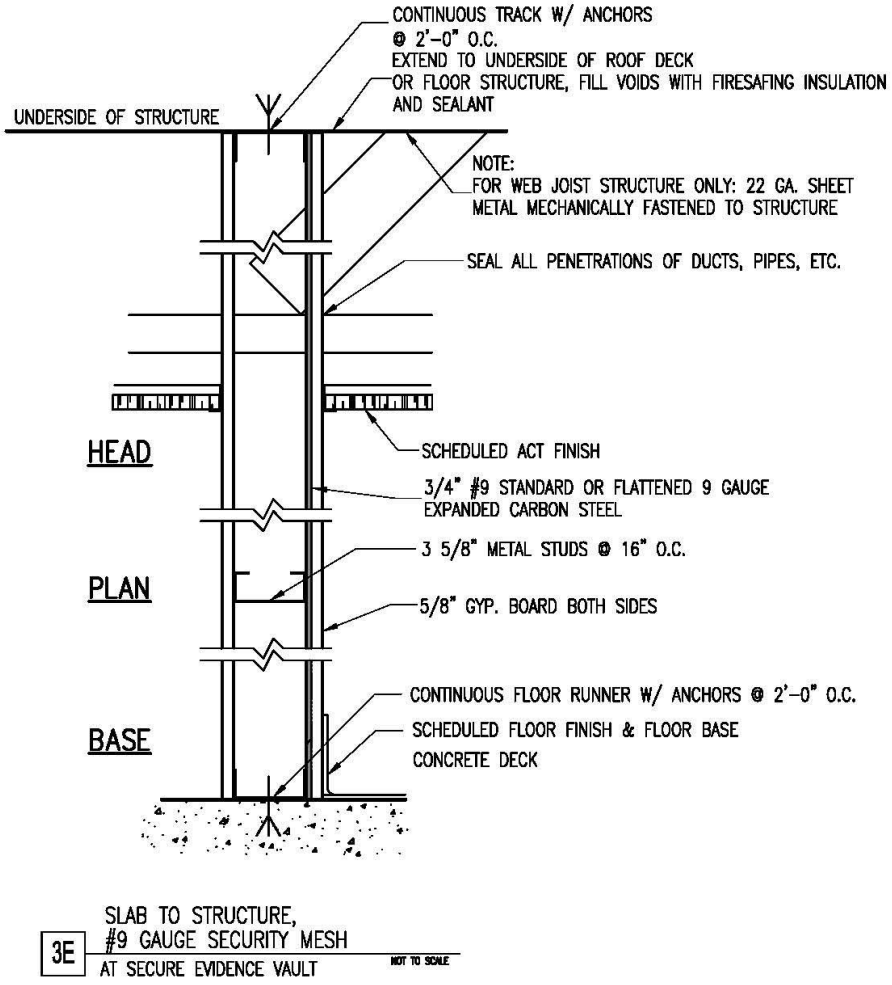


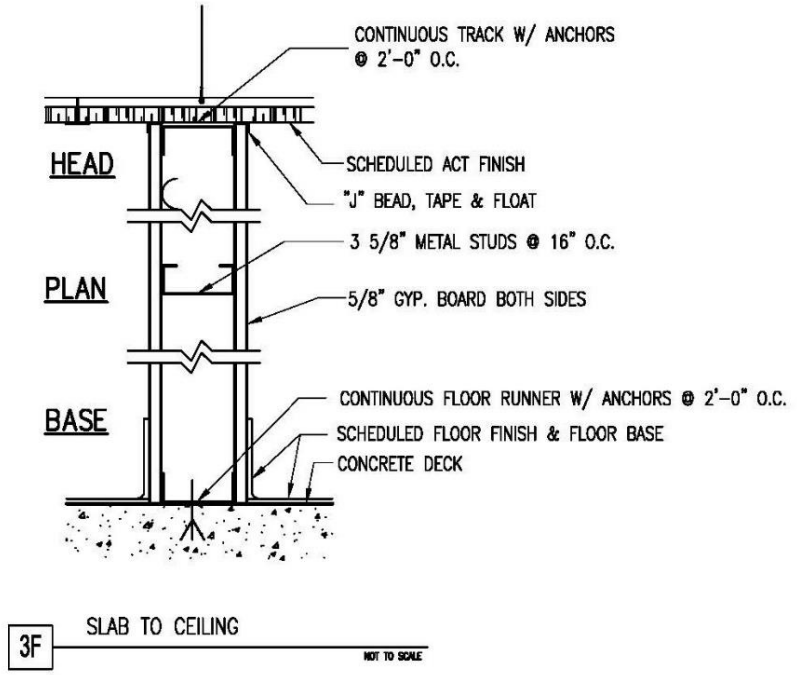
EXHIBIT #03C: SLAB TO SLAB, W/ TYPE 'X' GWB

EXHIBIT #03D: SLAB TO SLAB, W/ TYPICAL GWB



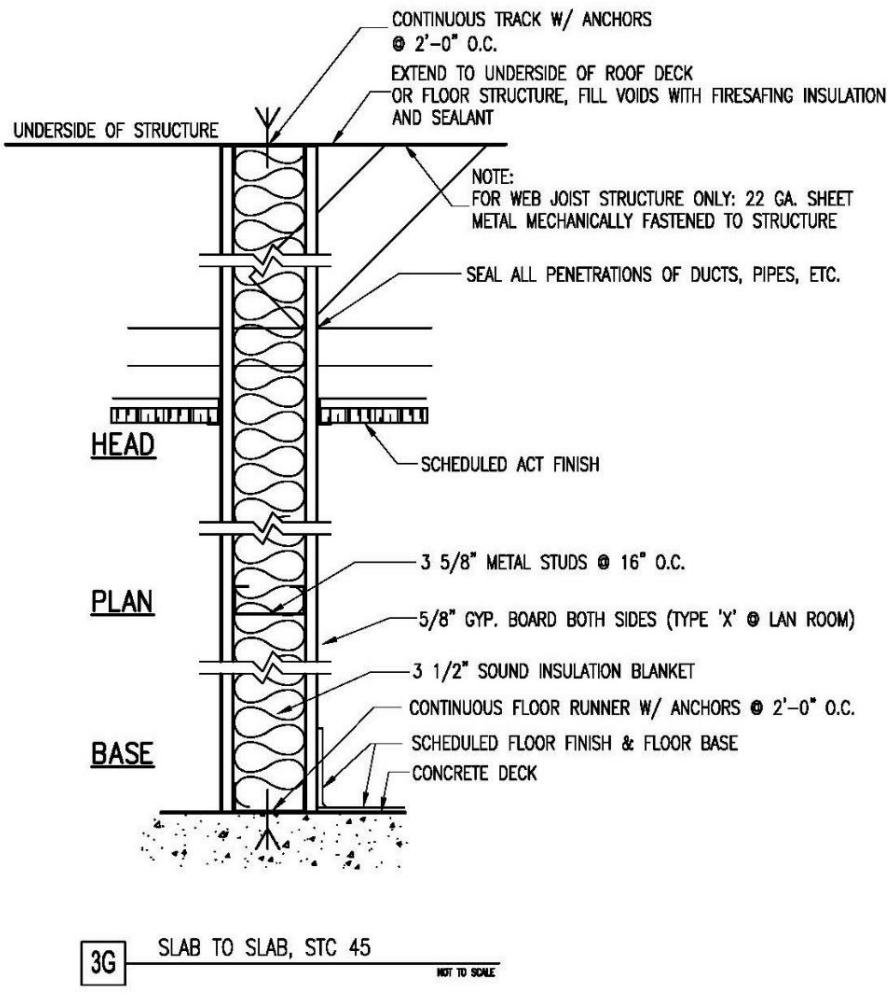
NON BEARING FULL HEIGHT SEPARATION PARTITION: 18 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3/4" #9 STANDARD 9 GAUGE EXPANDED STEEL SECURITY MESH BEHIND DRYWALL ATTACHED TO METAL STUDS; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–DECK CONSTRUCTION.

EXHIBIT #03E: SLAB TO SLAB, W/ EXPANDED SECURITY MESH



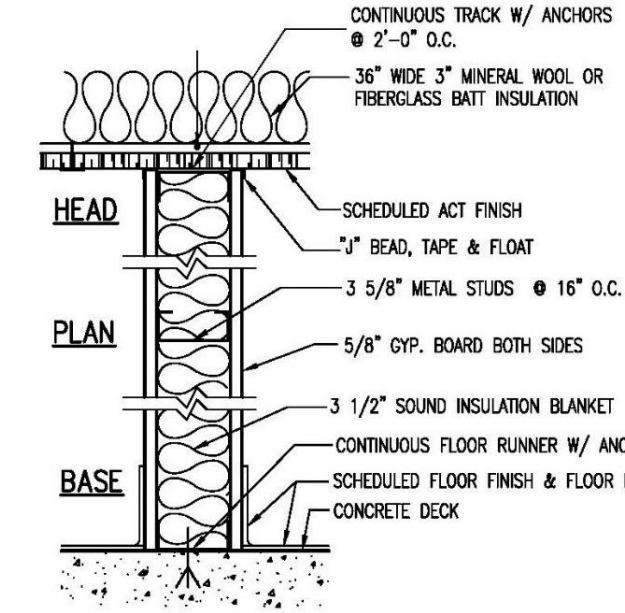
NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–UNDERSIDE OF CEILING CONSTRUCTION

EXHIBIT #03F: SLAB TO CEILING, NO STC RATING



NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3 1/2" MIN. MINERAL WOOL OR FIBER BATT INSULATION FRICTION FITTED BETWEEN STUDS; ACOUSTICAL BEAD SEALANT CAULKED AROUND EDGES; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–DECK CONSTRUCTION.

EXHIBIT #03G: SLAB TO SLAB, W/ SOUND INSULATIONS STC 45 RATING



3H SLAB TO CEILING W/36" WIDE BATT INSULATION ABOVE CEILING
NOT TO SCALE

NON BEARING FULL HEIGHT SEPARATION PARTITION: 20 GA. (MIN.) METAL STUDS, CORROSION–PROTECTED W/ TOP & BOTTOM RUNNERS; STUDS SPACED @ 16" O.C.; 3 1/2" MIN. MINERAL WOOL OR FIBER BATT INSULATION FRICTION FITTED BETWEEN STUDS; ACOUSTICAL BEAD SEALANT CAULKED AROUND EDGES; 5/8" THICK GYPSUM BOARD ON BOTH SIDES; DECK–TO–UNDERSIDE OF CEILING CONSTRUCTION: 36" BATT INSULATION IN CEILING AROUND THE PERIMETER ROOM

EXHIBIT #03H: SLAB TO CEILING, W/ SOUND INSULATIONS ABOVE CEILING

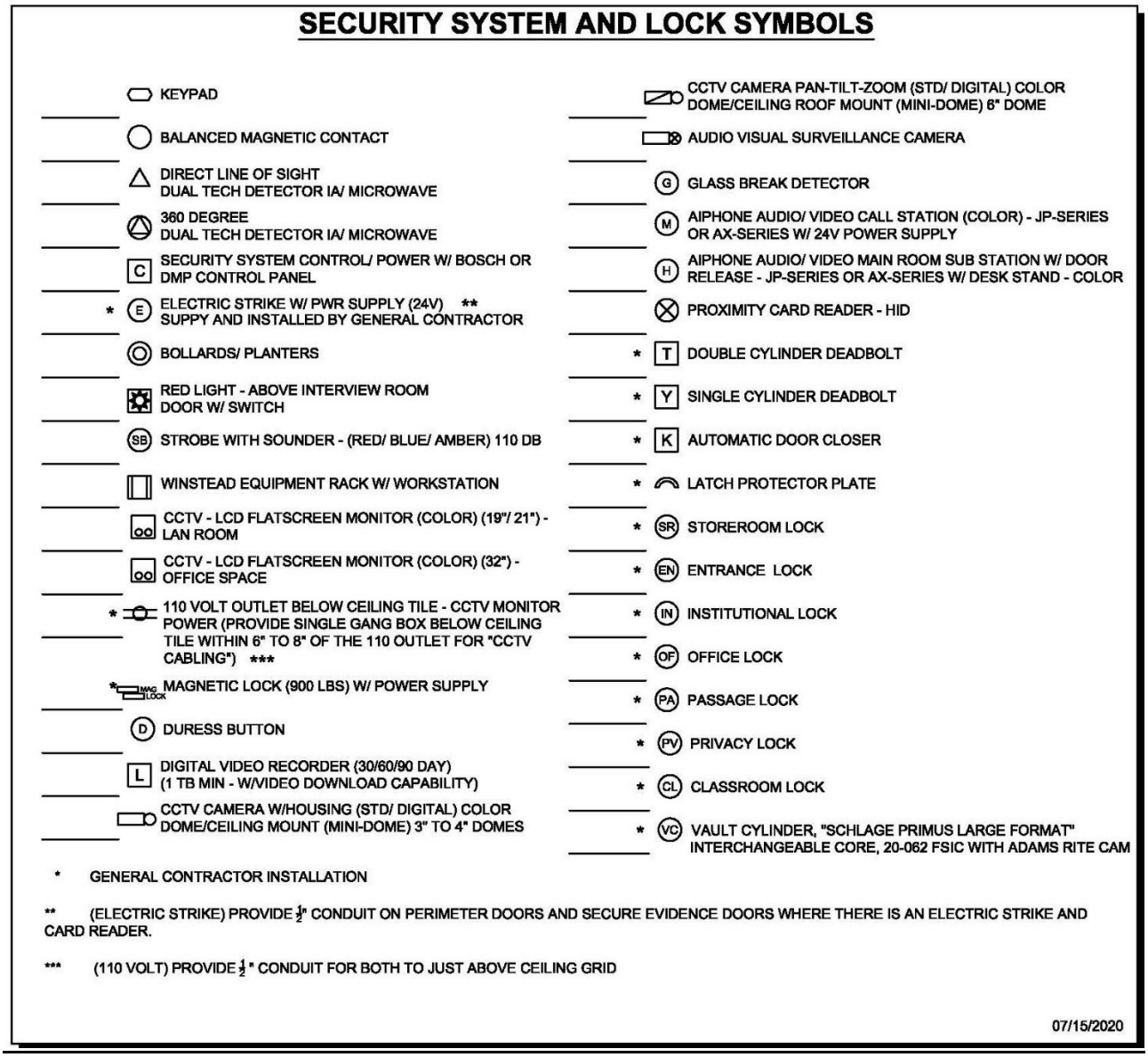


EXHIBIT #04: SECURITY SYSTEM AND LOCK SYMBOLS

ELECTRONIC PORTAL CONTROLS

The following are the minimum requirements for Electronic Portal Controls including electric strikes, magnetic locks and other electronic controls. ATF's Physical Security Branch will determine the need for and authorize electronic portal controls.

A) DEVICE SPECIFICATIONS

All electronic locks installed in ATF space shall have:

1) Leakage of under 60 Gauss at 6 inches and less than 1 Gauss at 2 inches energized or de-energized.

2) A 600 pound forcing strength (in the opening direction). Forcing strength shall be measured in actual pressure in pounds that it takes to pull the lock apart.

3) Capability to operate with 12 or 24 volt D.C. power and to integrate with a remote opening system / device.

4) Standard built in electronics to eliminate residual magnetism and also to provide transient suppression.

5) Capability to meet guidelines from ANSI and BHMA and be U.L. listed for burglar resistance.

6) A status sensing mechanism that indicates the door is closed and locked.

7) Applicability for installation with hollow metal, solid core wood door, glass aluminum and fire doors.

8) Capability of fail-safe or failure-secure operation.

9) Protection against forced attack such as picking, drilling and prying.

10) Resistance to rust and water.

B) INSTALLATION REQUIREMENTS

1) All leads for the electronic locks shall be inaccessible from the exterior (unprotected side) of the door. When leads must be installed exposed, all wiring shall be encased in armored cable.

2) All devices shall be installed per the manufacturer's specifications.

3) All doors designated as Emergency Exits shall use a U.L. listed fail-safe device.

4) All electronic locking devices shall be powered from a constant, continuous power source.

EXHIBIT #05: ELECTRONIC PORTAL CONTROLS

REFERENCE
The publications listed below form a part of this specification. UNDERWRITERS LABORATORY UL 752 10th Edition, Standard for Bullet Resisting Equipment dated March 10, 2000. ASTM E119-98 Standard Test for One-Hour Fire-Rating of Building Construction and Materials.

SUBMITTALS
Submit for approval prior to fabrication samples, brochures, specifications, UL LISTING Verification and UL752 Current Test Results as provided by Underwriters Laboratories, and printed data in sufficient detail to indicate compliance with the contract documents. ASTM E119-98 One-Hour Fire Rating of Building Construction and Materials. Manufacturer's Instructions for installation of Bullet Resistant Fiberglass Panels.

DESIGN
Through the design, manufacturing technique and material application the Bullet Resistant Fiberglass shall be of the "non ricochet type". This design is intended to permit the encapture and retention of an attacking projectile lessening the potential of a random injury or lateral penetration.

DELIVERY, STORAGE AND HANDLING
Deliver the materials to the project with the manufacturer's UL LISTED Labels intact and legible. Handle the material with care to prevent damage. Store the materials inside under cover, stack flat and off the floor.

WARRANTY
All materials and workmanship shall be warranted against defects for a period of two (2) years from the date of receipt at the project site.

PRODUCTS

2.1 BULLET RESISTANT FIBERGLASS MATERIAL
The panels shall be made of multiple layers of woven roving ballistic grade fiberglass cloth impregnated with a thermoset polyester resin and compressed into flat rigid sheets. The production technique and materials used shall provide the controlled internal delamination to permit the encapture of a penetrating projectile. Bullet Resistant Fiberglass panels: 7/16" maximum thickness, and 4.7 pounds per square foot maximum weight.

1. ArmorCore Level 3 by Waco Composites I. Ltd., Waco, Texas. Toll Free 866-688-3088, Fax#(254)776-1424, Web Site: www.armorcore.com
2. GE Polymershapes Insulgard, 7663 Industrial Boulevard, Allentown, PA 18106, 800-893-9657, Fax# (610) 366-7701, Web Site: www.insulgard.com

2.2 SECURITY LEVEL
The Bullet Resistant Fiberglass will be rated and tested for UL752 Level 3.

EXECUTION
3.1 SUPPORTING MEMBERS
Prior to installing the bullet resistive material the contractor shall verify that all supports have been installed as required by the contract documents and the architectural drawings.

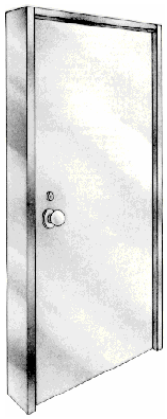
3.2 JOINTS
All joints shall be reinforced by a back-up layer of bullet resistive material. The bullet resistance of the joint, as reinforced, shall be at least equal to that of the panel. Minimum width of reinforcing layer at joint shall be 4-inches (2" on each panel or a 2" minimum overlap).

3.3 APPLICATION
Armor shall be installed in accordance with the manufacturer's printed recommendations. Armor panels shall be adhered using an industrial adhesive, mastic, screws or bolts. Method of application shall maintain the bullet resistive rating at junctures with the concrete floor slab, the concrete roof slab, the bullet resistive door frames, the bullet resistive window frames, and all required penetrations.

Note this is a sample specification from the ArmorCore **Level 3** by Waco Composites I. Ltd., Waco, Texas. Other manufactured bullet resistant armor meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the bullet resistant armor.

EXHIBIT #06: SECURITY ARMOR

INSULGARD CORPORATION
HM544 BULLET RESISTING DOOR SYSTEM



Bullet Resisting Product Data

FEATURES

- U.L. LISTED LEVEL 3
- 11 GAUGE FACE SHEETS
- CONTINOUS HINGE PREPARATION
- CLOSER REINFORCED
- COMPLETE HARDWARE OUTFITTING
- 3' 0" X 7' 0" FULL OPAQUE DOORS
- DOOR AND FRAME SHIPPED AS COMPLETE UNIT
- USE OF GE PLASTICS LEXGARD® IN VISION LITE

PRODUCT DESCRIPTION

- The Insulgard HM544 Bullet Resisting Door System is designed to defeat ballistic assaults from a .44 Cal. Magnum handgun per testing under UL standard 752 at Underwriters Laboratories. The door is a hollow metal swing type for interior and exterior use, and standard door usage.

BASIC USE

- Use of this door system is to provide protection in those applications where a ballistic attack threat exists. Such applications are often in convenience stores, law enforcement facilities, hospital pharmacies and many other "at risk" facilities. It is recommended that this door be used in conjunction with protected wall areas.

LIMITATIONS

- This door has been designed to meet the Level 3 ballistic resistance standard as set forth by UL Standard 752. It is recommended that each end user should determine his ballistic threat and determine the correct product to meet and resist that threat.

CONSTRUCTION

- Doors are to be full flush construction of 11 gauge ballistic steel face-plates arc welded to 14 gauge interior lock and hinge rails. Each door will have 14 gauge vertical steel stiffeners. Top and bottom of door to receive 14 gauge closure channels.
- Door framing will be constructed of 11 gauge ballistic steel and be offered in types for drywall and masonry openings.
- Door hardware (standard) will be: Continuous hinges, LCN closer
- Optional Hardware - Hardware materials shall be of a type listed above, unless otherwise requested. Contact your nearest Insulgard Corporation representative for additional optional hardware information.
- Finish - All doors and frames furnished prime painted, ready for final finish in field.

SIZES AND OPTIONS

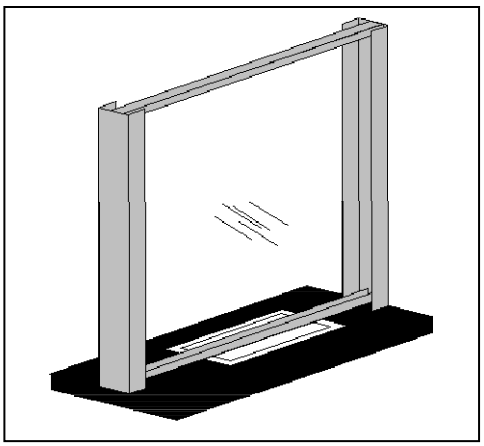
- Door Thickness: 1-3/4"
- Frame thickness: 2" x 6-3/4"
- Standard door sizes: 36"x 84"
- (other sizes & styles available - 4 weeks)
- Door rough opening size: 40 1/2" x 86 1/4"
- Door shipping weight: 600 lbs SPECIFICATION
- Door Construction -
  Doors are constructed of steel plates, and steel tubes 1 1/2" thick.
- Door Frame Construction –
  Door frame assembly is constructed of formed steel plates. Framing dimensions are 2" wide x 6 3/4" deep. Door frames are completely fabricated at factory and shipped with doors attached. All door to be pre-tested for all locking functions, clearances, and ease of operation, to make field installation easier. All joint connections are welded to provide a rigid assembly when installed. Vertical jambs, door stops and transoms contain bullet resistant material equal to the value of the door unit. All seams of the door and frame are protected in the same manner. The door stop is built into the frame. Glenn Johnson Silencers are used at the lock jamb. Frames are pre-drilled to accept 1/4" anchors 18" O.C. Shims are provided to take up a space at each anchor. Wiring diagrams are shipped enclosed in the hardware packages.
- Hardware Assembly
  Each door is equipped as follows: Door closer per door; Deadbolt lockset; continuous hinge. All other hardware must be specified.

Contact factory at 1-800-638-6718, Fax 301-927-4531. Insulgard is a registered trademark of Insulgard Corporation1994 Copyright Insulgard Corporation.

Note this is a sample specification from the Insulgard Corporation. Other manufactured bullet resistant door(s) meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the bullet resistant door(s).

EXHIBIT #07: BULLET RESISTANT DOOR

INSULGARD® CORPORATION
SV TRANSACTION WINDOW



FEATURES

- Natural voice transmission system
- Stainless steel voice rails and cash tray
- Use of GE Plastics Lexgard laminates
- Delivered assembled & ready for installation
- U.L. Listed

BALLISTIC OPTIONS

- U.L. 752 Level 3

WINDOW SIZE

- See Design Intent Plans prepared by ATF

VOICE RAIL FINISH

- Stainless Steel (Standard)

COUNTER FINISH

- Stainless Steel

HANDLING INFORMATION

- Handling: Care should be exercised during shipping and handling to maintain transaction window appearance.
- Storage: Store upright in a dry, well ventilated building or shelter at a constant temperature. Do not store in damp areas or freshly plastered buildings. Place unit on wood blocks at least 2" high to prevent moisture damage.
- Application: Remove from protective container just prior to installation. Care should be exercised when installing window to insure that installation is level, plumb, square and secure.

WINDOW CONSTRUCTION

1. Constructed of stainless steel side-around voice tubes which surround vertical edges of bullet resisting glazing. Glazing affixed to voice tubes at top and bottom with side separation for natural voice transmission.
   a. Voice tubes armored with bullet resisting material consistent with threat level.
2. Standard base construction is layered particle board with plastic laminate covering.
   a. Base armored with bullet resisting material consistent with threat level.
   b. Deal tray to be stainless steel with bullet-trap below. Bullet-trap bullet resistance to be consistent with threat level.

WINDOW GLAZING

1. Glazing materials shall be of a type listed by Underwriter's Laboratories, Standard 752 for bullet resistance and/or tested by H.P. White Laboratory for specified bullet resistance.
2. Bullet resisting protection level shall be as specified by end user and consistent with threat level.

Contact factory at 1-800-638-6718, Fax 301-927-4531 Insulgard is a registered trademark of Insulgard Corporation
Lexgard is a registered trademark of the GE
1994 Copyright Insulgard Corporation

Note this is a sample specification from the Insulgard Corporation. Other manufactured bullet resistant window(s) meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the bullet resistant window(s).

EXHIBIT #08: BULLET RESISTANT TRANSACTION WINDOW

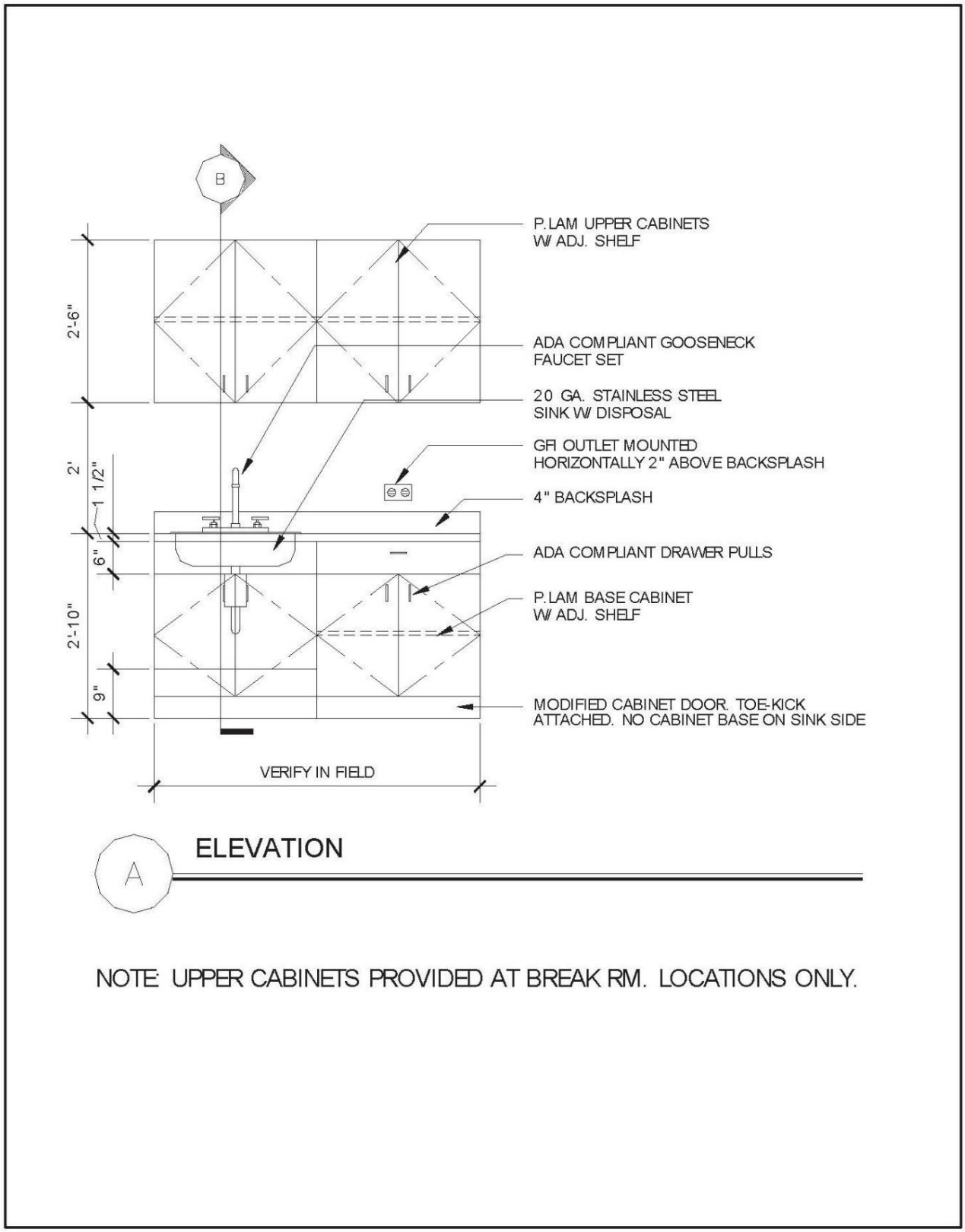


EXHIBIT #09A: SINK CABINET ELEVATION

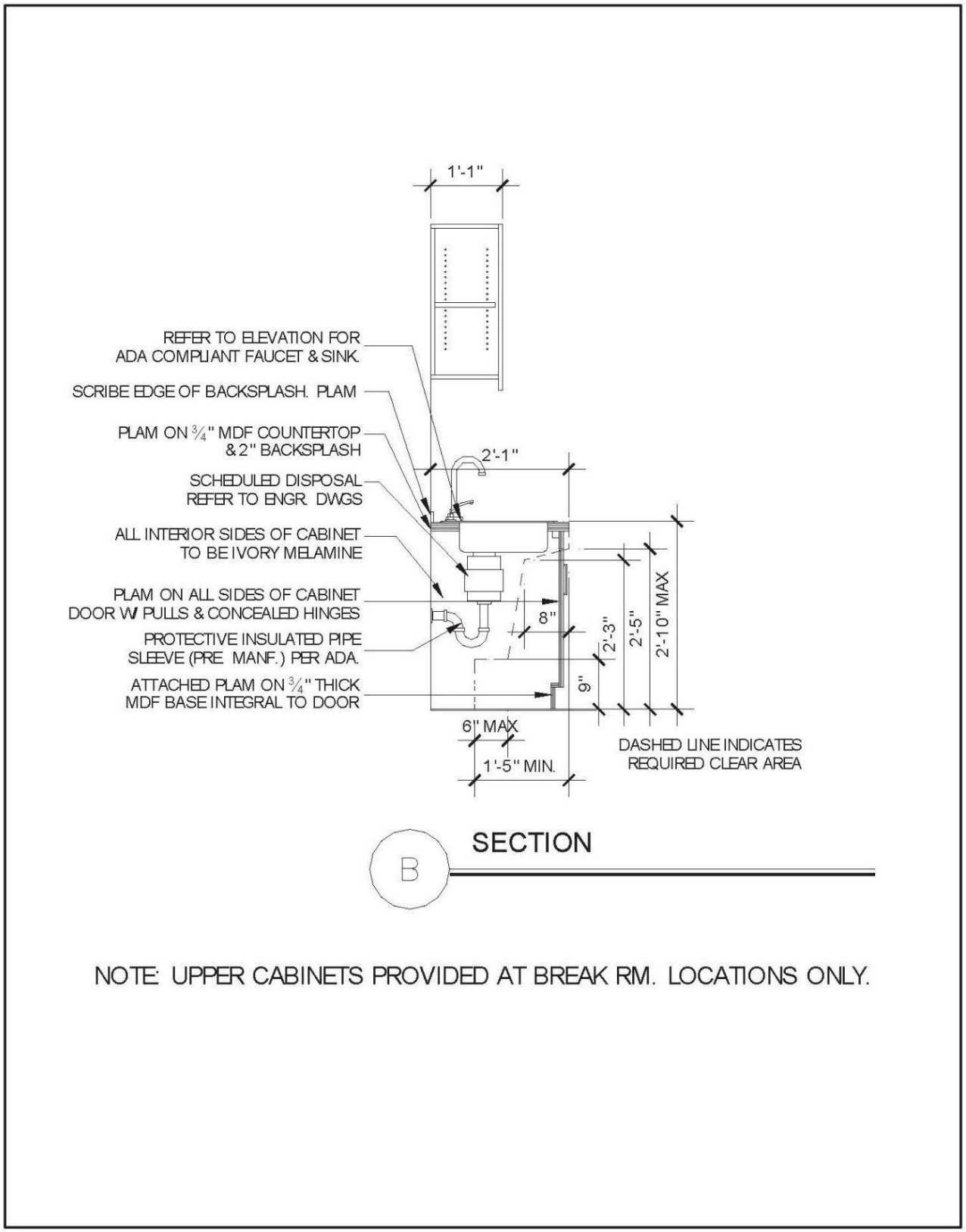


EXHIBIT #09B: SINK CABINET SECTION

SPECIFICATIONS:

1. Handcuff Bars:

Comply with ASTM F 446 from ASTM A 554 stainless steel tubing, 18 gauge, Type 304; formed 1- ½" radius return to wall at each end; heliarc- welded to minimum 11 gauge stainless steel flange. Size: 1-1/2" outside diameter.



a. Finish:

Stainless steel knurled/peened finish.

b. Sizes and configurations:

32" long grab bar. Confirm exact location with the field office.

c. Concealed Mounting Flanges:

Stainless steel, 3" diameter by ½" deep, with 13 gauge steel tenon plate for concealed attachment, using three (3) set of tamper proof screws.

OR

2. D-Rings:

Provide two wall mounted D-Rings mounted on two stainless steel kickplates. The mounted D-Rings can be found at Grainger. The mounted D-rings are used for fall protection system and are manufactured by Miller. D Ring, Mounted, Steel Grainger
Item # 3ZL94.

The rings should be mounted 5" AFF and 25" AFF. The D-Rings are screwed to wood blockings behind the drywall partition. Grind all bolts down or use tamper proof screws to prevent anyone from removing the D- rings from the wall.





EXHIBIT #10: HANDCUFF BAR and D-Ring

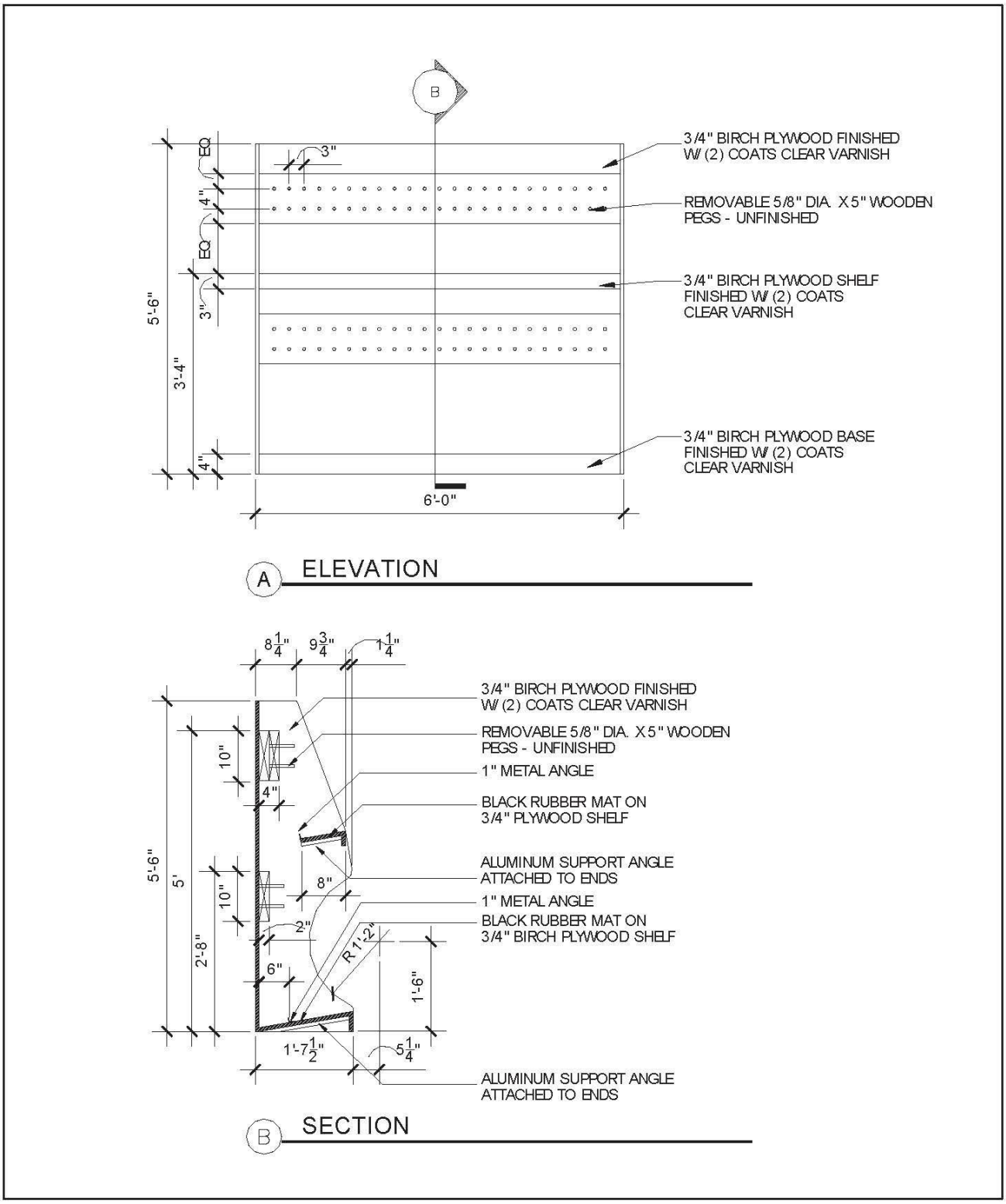


EXHIBIT #11: LONG GUN RACK

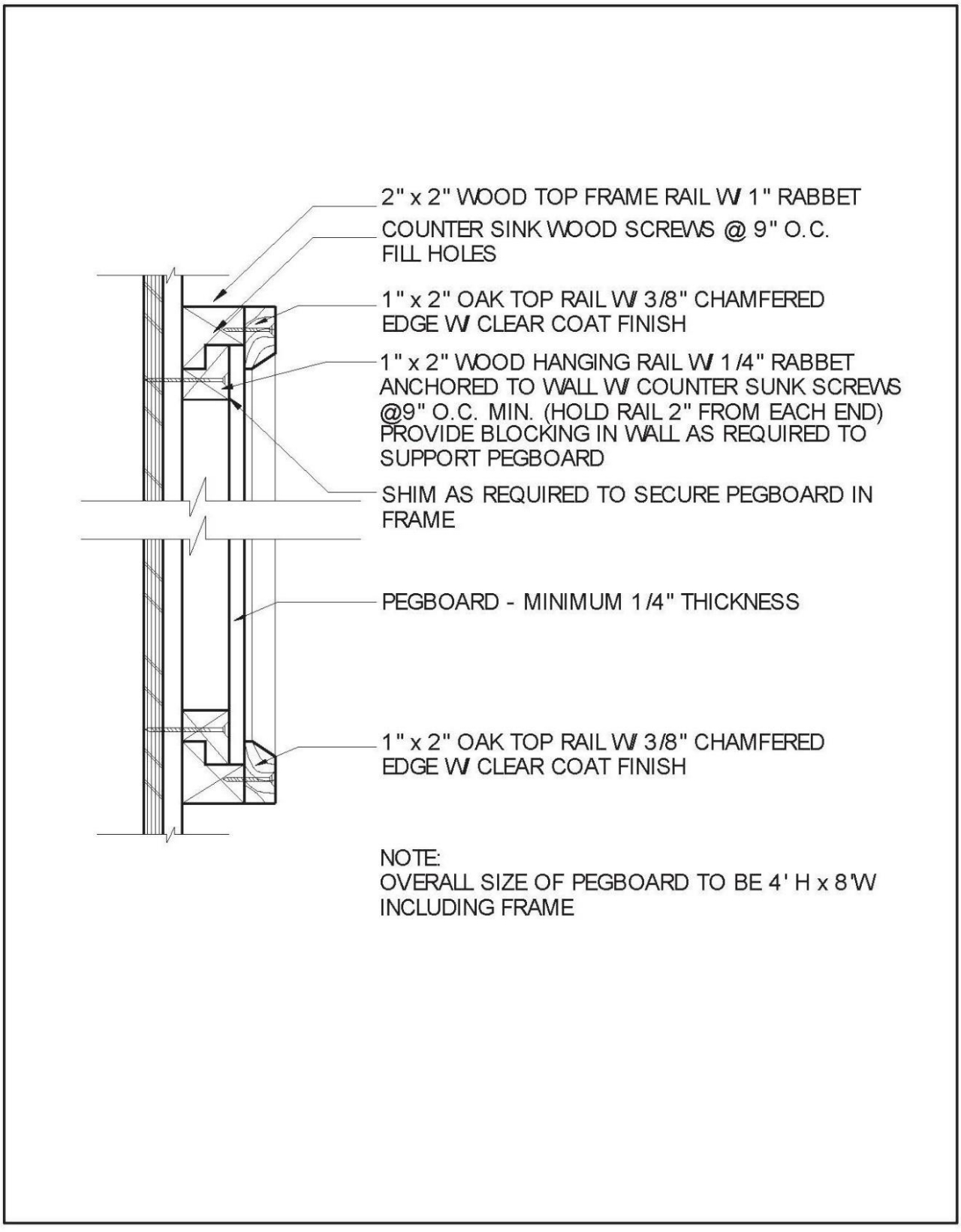


EXHIBIT #12: PEGBOARD DETAIL

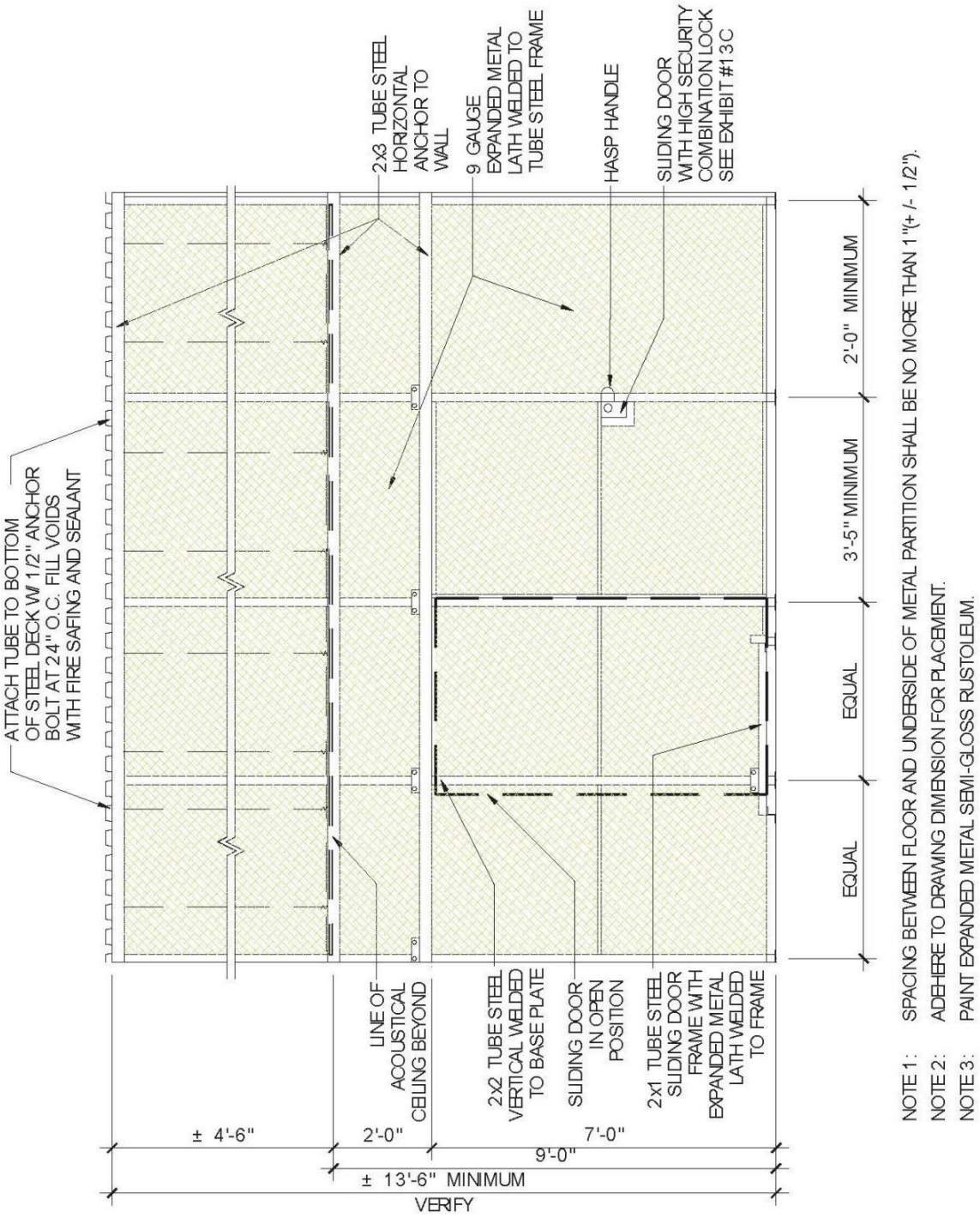


EXHIBIT #13A: SECURED STORAGE GATE – ELEVATION

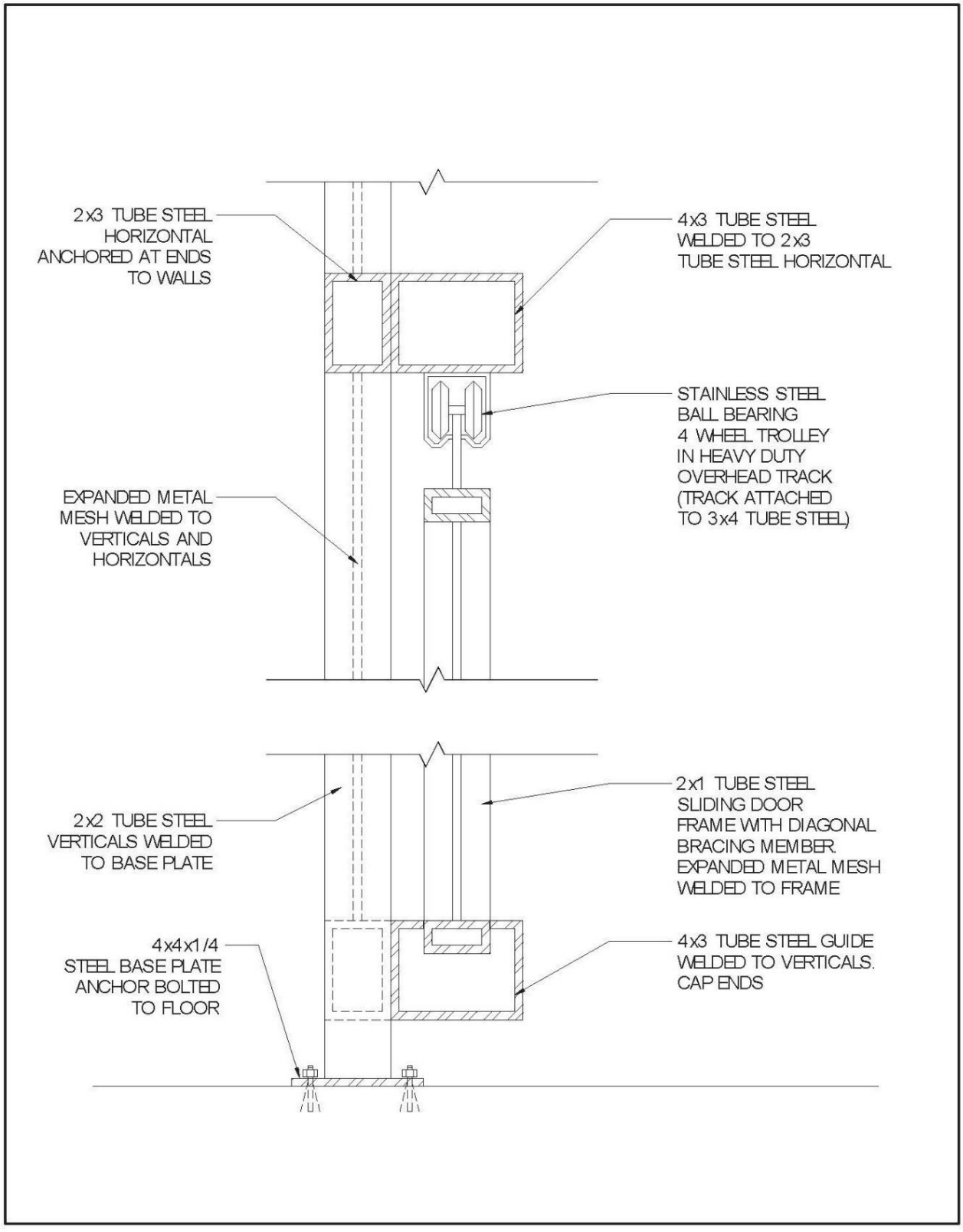


EXHIBIT #13B: SECURED STORAGE GATE – SECTION

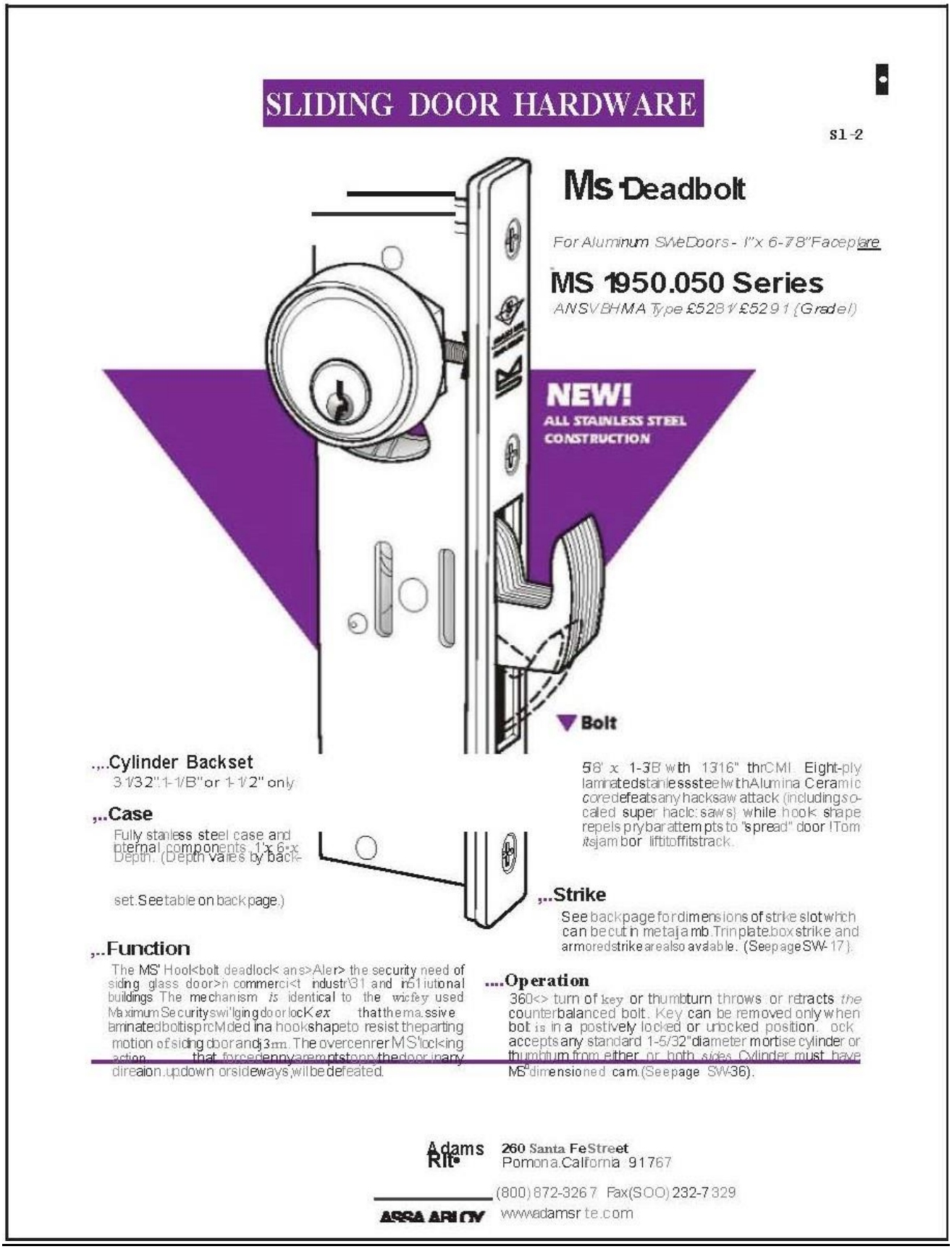
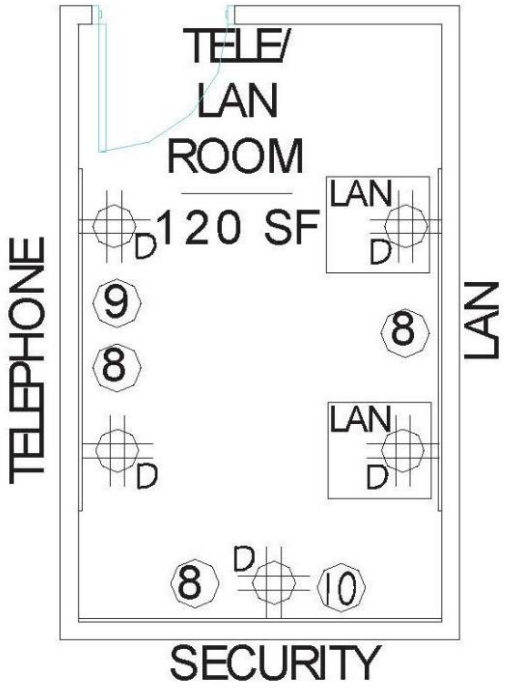


EXHIBIT #13C: SECURED STORAGE GATE – SLIDING DOOR HARDWARE



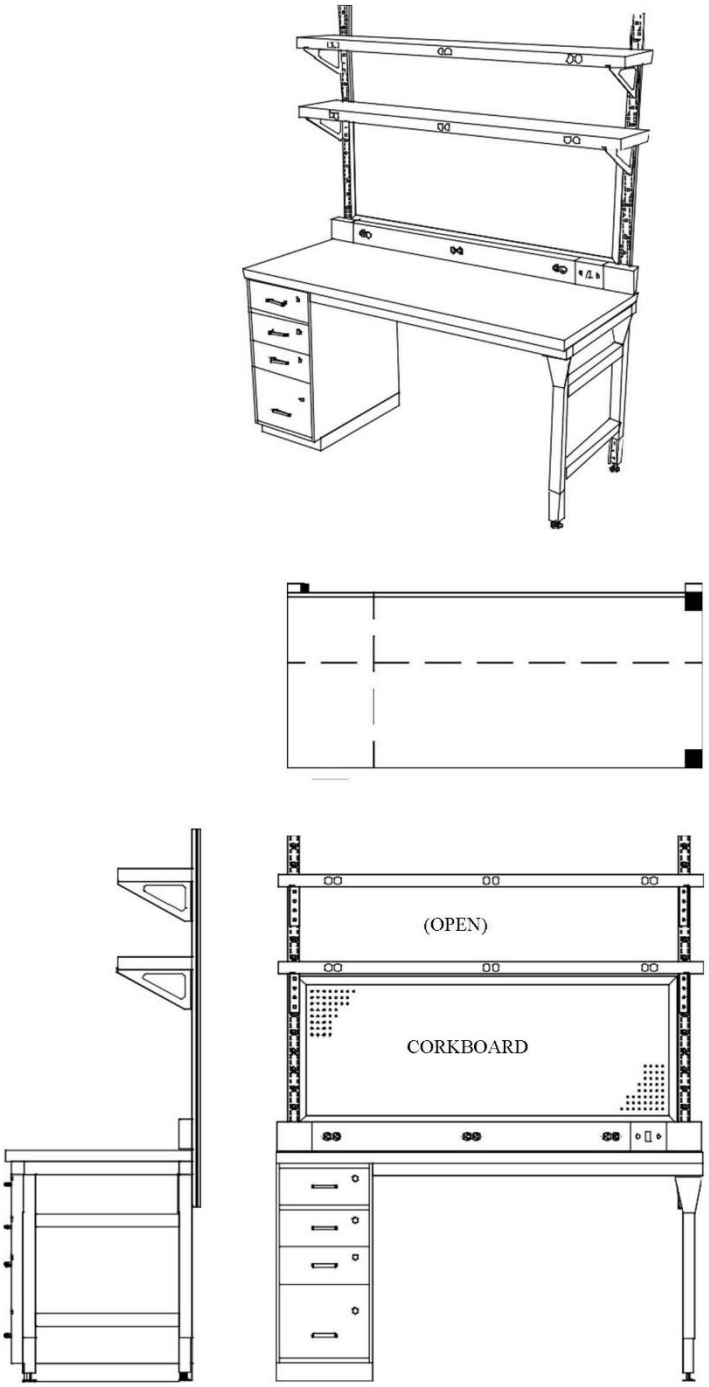
NOTE: REFER TO CORRESPONDING NOTES ON DRAWING FOR FURTHER INFORMATION.

EXHIBIT #14: TYPICAL TELEPHONE / LAN ROOM

Series 7000 Technician Stations
30"D x 72"L x 36-3/4"H
Overall Height: 86-3/4"
Maple Top
#0001 Tan Powder-Coat Paint Finish

Consists of the Following Components:

- 8111-STOCK TOP
  MAPLE 30Dx72L
- 7009-01-0015
  CABINET-TO-LEG FRAMES
  30Dx72L
- N7057-0015
  HI-TECH CABINETS 4-DRAWERS
  35Hx29D
- 3400
  BACKUP CHANNEL
- 1221-0015
  DOUBLE CROSSBAR LEG
  30Dx30/37 WORKHEIGHT
- 1015-0015
  END CAPS FOR BASIC
  TUBEFRAME
- P2401
  DRAWER LOCK – STD. HUDSON
  LOCKS – KEYED ALIKE
- 3006-0015
  DOUBLE STANDARD UPRIGHTS
  60L
  (Allow 9" of length for mounting)
- 3022-0015
  BASIC SHELF OT/UT 12Dx72L
- 3010-01-0015
  SHELF BRACKETS 12D
- 3356-CB-01
  CORKBOARD 24x72
- 3161-0015
  WIRETHROUGH 72L, 3DUP, CB, PL
  (Customer to supply own power from
  bench to main source)
- 3167-0015
  WIRETHROUGH BRACKETS FOR
  MOUNTING
- 3061-01
  POWER CORD

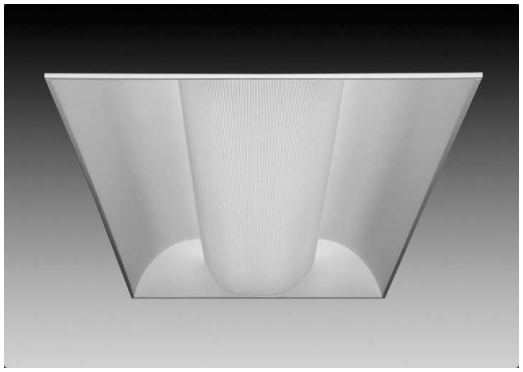


workplace® SYSTEMS, INC. MODULAR WORK SYSTEMS
562 MAMMOTH ROAD, LONDONDERRY, N.H. 03053 (603) 622–3727

FOR PRICING CONTACT: WORKPLACE SYSTEMS INC. KATHY WEBSTER 1-800-258-9700

EXHIBIT #15: WORKBENCH – TOO & ETB

Focal Point
Luminaire Series Model – Luna (FLU) Lighting



DESIGN: Classic recessed indirect, perforated center basket design. Also available in narrow and split basket designs.

PERFORMANCE: Provides high angle uniform distribution. High reflectance, low gloss Matte White finish controls glare. Reflector and end caps form seamless one-piece housing, painted after fabrication. Perforated shield hinges out for easy re-lamping.

APPLICATION: Luna is truly at home in any environment and is ideal for open offices and classrooms. Luminaires may be continuously row mounted.

SPECIFICATIONS (denotes ordering codes)

- Model: Luna (FLU)
- Sizes:
  - 2'x2' (22)
  - 2'x4' (24)
- Bi-Directional Distribution (B)
- Three Lamp (3)
- Lamp Type: T8 (T8)
- Electronic Instant Start Ballast (E)
- 120 Volt (120)
- Mounting in grid (G) or slot tee (ST) will vary depending upon building standards
- Perforated Shield (PS)
- Matte Satin White Finish (WH)

Focal Point
4141 S. Pulaski Road
Chicago, IL 60632
773.247.9494
www.focalpointlights.com

***Note: This is a sample specification from Focal Point. Other manufacturer lighting meeting the minimum specifications noted above may be accepted by TENANT. However, contractors must submit documentation to TENANT for approval prior to purchasing and installation.**

EXHIBIT #16: LIGHTING SPECIFICATION



SPEAKMAN

EYE/FACE WASH
Wall-Mount and Pedestal-Mount Eye/Face Washes

Innovative square bowl and wide spray pattern make it easy to rinse the entire face.

Specifications: Six outlets supply converging streams to form a 9" x 8" curtain of aerated water. Gentle-acting bubbles created by the aeration won't drive particles or chemicals deeper into the eye. Features your choice of ABS Plastic or stainless steel bowl, brass heads with high-visibility yellow polypropylene shields and supply line strainers with removable stainless steel filter.

With the following Options:

1. ***Drench Hose Option*** features an aerated spray nozzle and 5' of hose to direct water where you need it--can be added to any of the models.

2. ***Foot Pedal Option*** activates eye wash by foot so hands are free to hold eyes openfor thorough irrigation.

Valve Assembly: 1/2" NPTF chrome-plated brass, stay-open ball valve.
- ***Water Supply:*** 1/2" NPTF.
- ***Flow Rate:*** 12 gpm at 20 psi.

Compliance: ANSI Z358.1-1998. SGS USA Testing Co. certified

NOTE: This is sample specification. Other manufactured Wall-Mount and Pedestal Mount Eye/Face Washes meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the Eye/Face Wash.

EXHIBIT #17: EYE / FACE WASH

Protector Premier Laboratory Hoods

with built-in blower

Model # 4880200



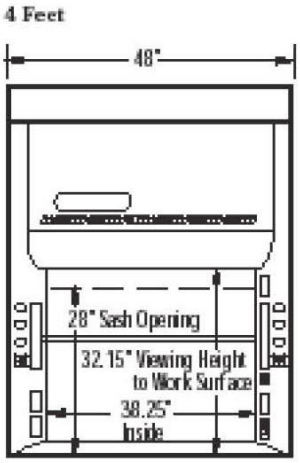
Model Requirements:

- **Ductwork.** Contact Labconco for recommendations.
- **Work Surface.** Spill Stopper Worksurface – Catalog # 9874100
- **Base Cabinet or Stand.** Protector Solvent Storage Cabinets Catalog # 9902000

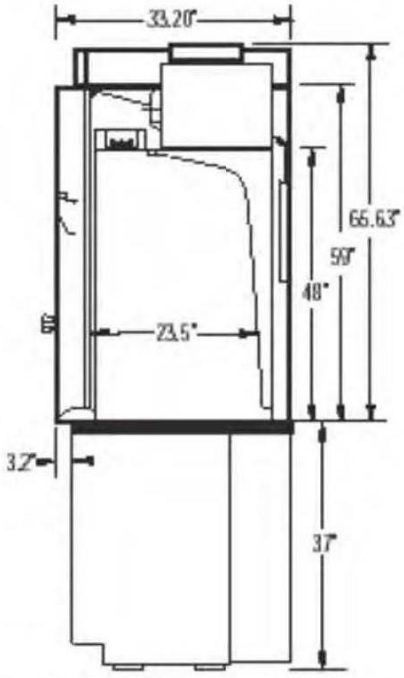
Color: White with Charcoal Trim

Model Features:

- Built-in belt driven, corrosion-resistant exhaust blower with molded Thermoplastic housing and non-sparking, coated aluminum impeller
- By-pass airflow design
- Ergonomic air foil with aerodynamic Clean-Sweep airflow openings
- Glacier white, dry powder epoxy-coated steel exterior
- One-piece molded fiberglass liner and pre-set baffle(s) with flame Spread less than 25 per ASTM E-84
- 3/16" thick tempered safety glass vertical-rising sash with epoxy-coated aluminum frame
- Removable front and side panels and front access to plumbing and Electrical wiring
- 10.81" ID exhaust connection



FRONT VIEW



SIDE VIEW

Protecting your laboratory environment LABCONCO

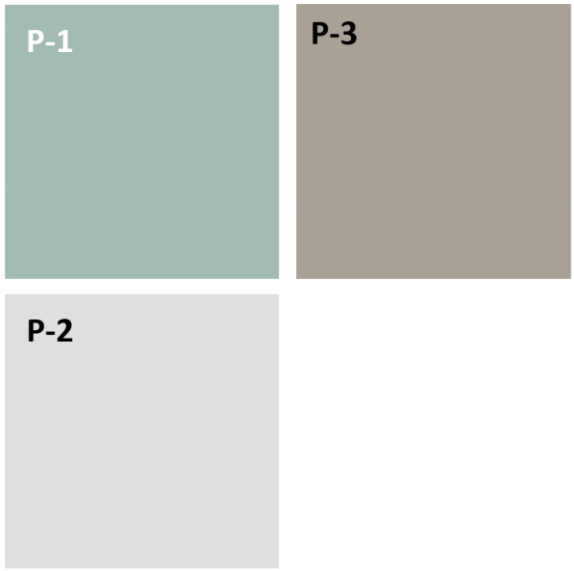
Labconco Corporation 8811 Prospect Ave. Kansas City, MO 64132
800-821-5526; 816-333-8811 Fax 816-363-0130
Email: labconco@labconco.com
www.labconco.com

EXHIBIT #18: FUME HOOD

EXHIBIT #19: PARKING

Secured onsite parking spaces are required for government vehicles. Access to the parking area is required at all times (24-hours per day). It is desirable that only ATF personnel have access to the parking area. Parking must be provided on-site. Access to the parking lots must be controlled when possible. Additional parking requirements to be determined by the agency during the design phase of the project.

Finish Option 1 – Paint

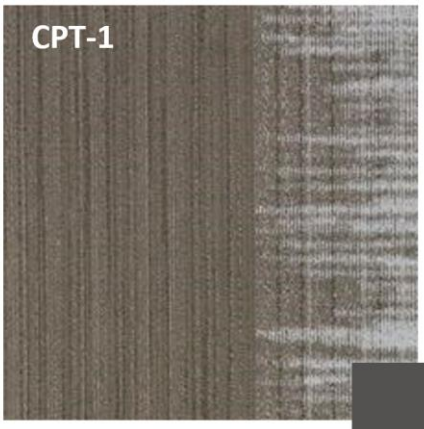


P-1
Manuf: Sherwin Williams
Color: SW6213 - Halcyon Green
Finish: Eggshell
Note: Accent paint

P-2
Manuf: Sherwin Williams
Color: SW0055 - SW7656 - Rhinestone
Finish: Eggshell
Note: Walls

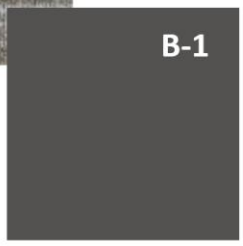
P-3
Manuf: Sherwin Williams
Color: SW7640 - Fawn brindle
Finish: Trim – Semi-Gloss; Clg-Eggshell
Note: Ceiling & Trim

Finish Option 1 – Carpet



CPT-1
Manuf: Shaw Carpet Tile
Style: 59115 - Horizontal Edge Tile
Color: 67761 – Sterling Seam
Size: 18” x 36”





B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4”

EXHIBIT #20A: FINISH OPTION 1

Finish Option 1 – Luxury Vinyl Tile



LVT-1
Manuf: Mohawk
Style: Morikato C0016
Color: Katana - 933
Location: Entry Area, Break Room
Size: 6”x48”



B-1
Manuf: Roppe
Style: Cove Base
Color: 178 - Pewter

Finish Option 1 – Vinyl Composition Tile



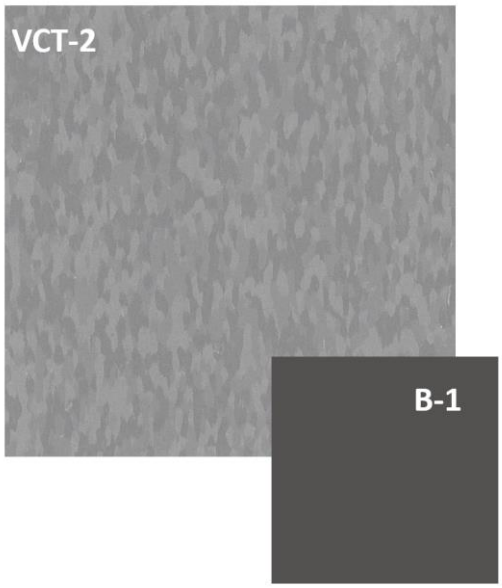
VCT-1
Manuf: Armstrong
Style: Excelon VCT Tile
Color: Z5929 - Blizzard
Size: 12” x 12”



B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4”

EXHIBIT #20A: FINISH OPTION 1 (CONT.)

Finish Option 1 – Vinyl Composition Tile



VCT-2
Manuf: Armstrong
Style: Excelon ESD
Static Control
VCT Tile
Color: 51957 - Ridge
Size: 12”x12”

B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 - Charcoal
Size: 4”

Finish Option 1 – Countertop & Cabinet



SOLID S-1
Manuf: Wilson Art
Style: Solid Surface Countertop
Color: 9200CS - Mystique

PLAM-1
Manuf: Wilson Art
Style: Plastic Laminate for Cabinets
Color: 7952 – Asian Sand
Notes: Cabinets

SS-1
Stainless Steel Countertops Option Pricing for Processing or for other Lab environments

EXHIBIT #20A: FINISH OPTION 1 (CONT.)

Finish Option 2 – Paint

P-1

P-3

P-2

P-1
Manuf: Sherwin Williams
Color: SW6516 - Down Pour
Finish: Eggshell
Note: Accent paint

P-2
Manuf: Sherwin Williams
Color: SW0055 Light French Grey
Finish: Eggshell
Note: Walls

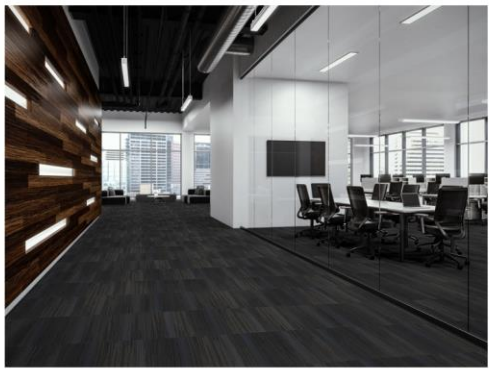
P-3
Manuf: Sherwin Williams
Color: SW7009 "Pearly White"
Finish: Trim – Semi-Gloss; Clg-Eggshell
Note: Ceiling & Trim

Finish Option 2 – Carpet

CPT-1

B-1

CPT-1
Manuf: Invision Carpet Tile
Style: 7025 Fiction Modular
Color: 1775 Irony
Size: 24" x 24"



B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4"

EXHIBIT #20B: FINISH OPTION 2

Finish Option 2 – Luxury Vinyl Tile

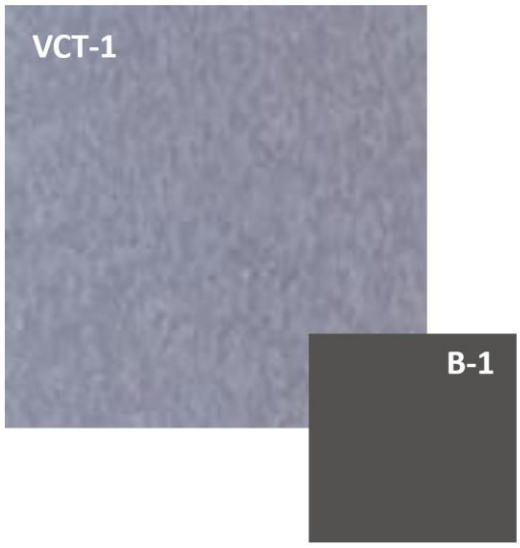


LVT-1
Manuf: Shaw Contract
Style: Solitude 0648V
Color: Smoke 48506
Location: Entry Area, Break Room
Size: 6”x48”



B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal

Finish Option 2 – Vinyl Composition Tile

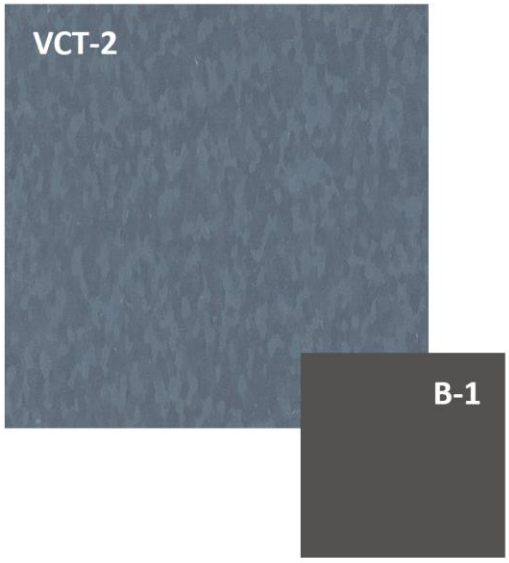


VCT-1
Manuf: Armstrong
Style: Excelon VCT Tile
Color: 51881 Blueberry
Size: 12” x 12”

B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4”

EXHIBIT #20B: FINISH OPTION 2 (CONT.)

Finish Option 2 – Vinyl Composition Tile



VCT-2
Manuf: Armstrong
Style: Excelon ESD Static Control VCT Tile
Color: 51958 - Ocean Air
Size: 12”x12”

B-1
Manuf: Johnsonite
Style: Cove Base
Color: 20 - Charcoal
Size: 4”

Finish Option 2 – Countertop & Cabinet



SOLID S-1
Manuf: Wilson Art
Style: Solid Surface Countertop
Color: 9074EA

PLAM-1
Manuf: Wilson Art
Style: Plastic Laminate for Cabinets
Color: 7850 – Beigewood
Notes: Cabinets

SS-1
Stainless Steel Countertops Option Pricing for Processing or for other Lab environments

EXHIBIT #20B: FINISH OPTION 2 (CONT.)

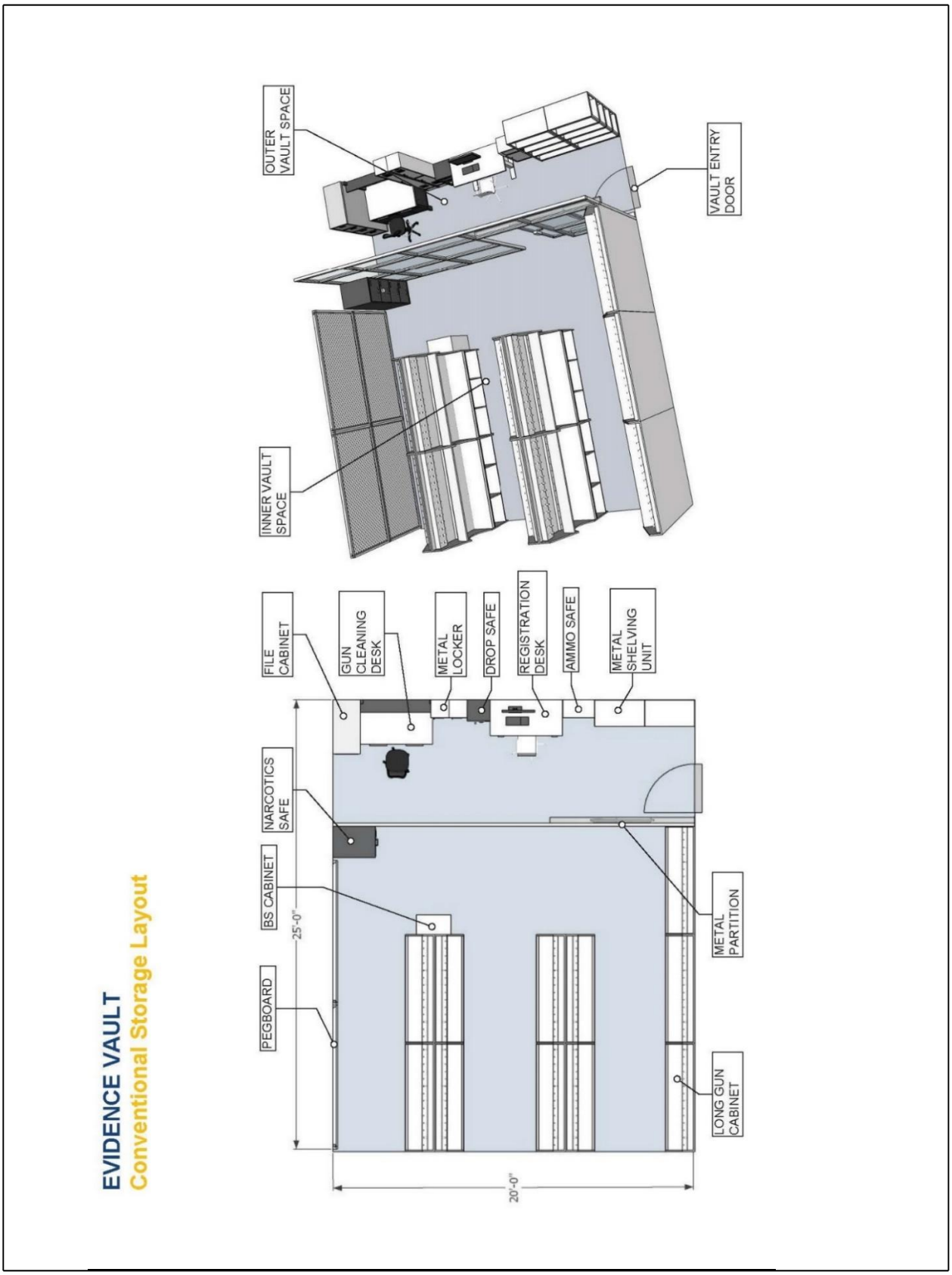


EXHIBIT #21A: EVIDENCE VAULT – CONVENTIONAL LAYOUT

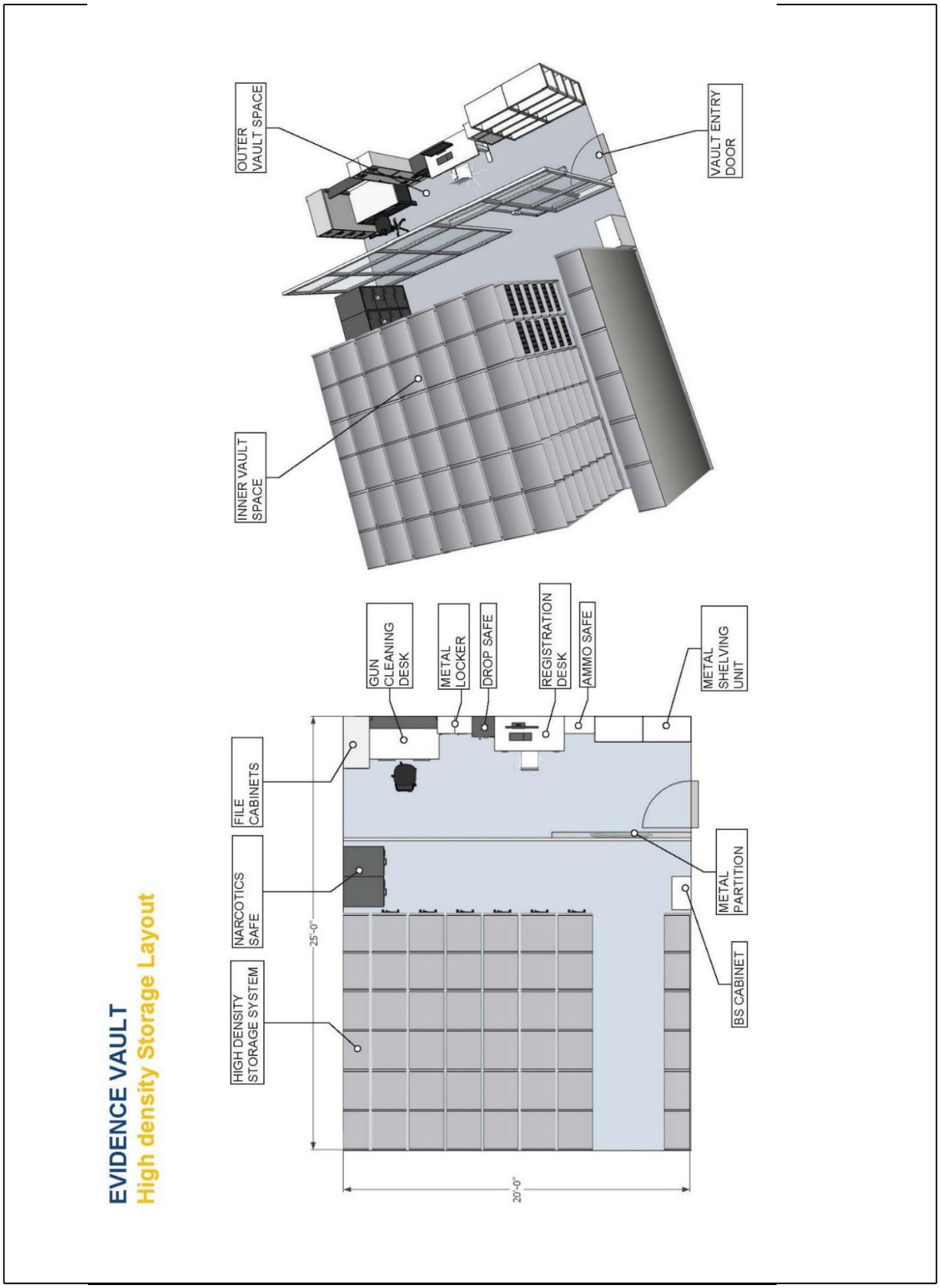


EXHIBIT #21B: EVIDENCE VAULT – HIGH DENSITY LAYOUT

LOCK PLAN INFORMATION

DOOR HARDWARE

- SCHLAGEL-SERIES MORTISE (J-CINFIGURATION) TO FIT SCHLAGE PRIMUS LARGE FORMAT INTERCHANGEABLE CORES OR SCHLAGE ND-SERIES CYLINDRICAL LOCK.
- L-SERIES ALSO PROVIDES LIFE SAFETY WITH THE "ONE MOTION" FOR EGRESS WHEN USED WITH THE DEADBOLT FUNCTION. **INSTALL L-SERIES ON THE FOLLOWING DOORS, INNER & OUTER SECURE FOYER, ANY DOOR FROM PUBLIC SPACE IN TO ATF SPACE AND ANY EGRESS DOOR REQUIRED BY FIRE CODE. THE INTERIOR DOORS CAN USE THE ND-SERIES WITH THE ADDITIONAL DEADBOLT.**
- FINISH TYPE 626, HANDLE TYPE ATHENS
- ANY DOOR THAT ENTERS THE SPACE FROM PUBLIC AREA WE WOULD LIKE FOR THE LOCK TO BE A "VANDLEGARD" WHICH MEANS THE OUTSIDE HANDLE FREELY ROTATES WHEN LOCKED, SO NO ONE CAN STAND ON THE HANDLE AND BREAK THE LOCK TO GAIN ACCESS. BOTH THE L SERIES AND ND COME WITH THE VANDLEGARD FUNCTION.

OUTER FRONT DOORS

- IF THE OUTER DOORS ARE A STOREFRONT TYPE THEN THE CYLINDER HAS TO BE ABLE TO FIT THE SCHLAGE PRIMUS LARGE FORMAT INTERCHANGEABLE CORE.

INNER EVIDENCE VAULT CAGE DOOR

- THE INNER CAGE DOOR CYLINDER HAS TO BE ABLE TO FIT THE SCHLAGE PRIMUS LARGE FORMAT INTERCHANGEABLE CORE. SEE EXHIBIT #13B IN THE ATF TENANT OFFICE SPACE REQUIREMENTS. The Cylinder you want is a 20-062 FSIC with Adams rite cam.

DEADBOLTS

- WHEN USED IN CONJUCTION WITH THE L-SERIES MORTISE MAKE SURE TO GET THE PROPER STRIKE PLATE AND ELECTRICE STRIKE. ELECTRIC STRIKE (VON DUPRIN 6400) WITH THE DEADBOLT KEEPER.
- DEADBOLTS USED WITH ND-SERIES (SCHLAGE B-SERIES GRADE 1)

ATF PHYSICAL SECURITY WILL PROVIDE THE ALLEGION FACESHEET AND KEYING INFORMATION FOR THE ATF MASTERKEY SYSTEM THAT WILL ALLOW THE GENERAL CONTRACTOR TO ORDER THE CORES AND KEYS THROUGH THEIR VENDOR. THE CORES AND KEYS ARE SHIPPED TO ATF IN MARTINSBURG WV, WHERE THEY WILL REVIEWED AND LABELED. ATF PHYSICAL SECURITY SPECIALIST WILL TRAVEL TO THE SITE AND INSTALL THE CORES AND ISSUES KEYS TO THE OFFICE.

EXHIBIT #22A: DOOR SECURITY HARDWARE – LOCK PLAN INFO

Mortise lock comparison

L mechanical



Applications

The Schlage L Series has long been the benchmark for mortise locks. Beyond strength and security – it offers tremendous flexibility to allow it to meet the needs of most every application.

The ability to suite across electronic, tubular, exit trim, and multi-point locks allows the Schlage L Series mortise lock to integrate seamlessly into any environment.

Key features

- Exceeds ANSI/BHMA Grade 1 operational and security standards
- Expansive list of configurations and options, including retrofit indicators
- 50 standard mechanical functions, custom functions also offered
- "The Original" universal lock case allows creation of 10 functions from a single lock body
- 14 finishes and 33 levers, two knobs, five roses and three escutcheon designs
- Supports standard, SFIC and FSIC cylinder formats
- Multiple key systems available – open, patented, restricted, geographic exclusive, UL 437

L wired electrified



Applications

The wired electrified L Series is ideal for new construction and high traffic areas where hardwired power ensures continuous operation and where electrified door prep, hinges and wiring can easily be incorporated into the building.

The electrified L Series is regularly used as part of an access control system for high security areas, or independently in areas that require a remote access switch.

Key features

All mechanical features plus:

- Auto-detect 12/24 VDC
- Selectable EL/EU
- 10 electrified functions
- Advanced features: RX, DPS, latchbolt monitor and deadbolt monitor for application flexibility
- Leading energy efficiency that eliminates "hot levers"
- Advanced motor-driven electrified functions – quieter, smoother, more secure operation

LE wireless electronic



Applications

The Schlage LE wireless mortise lock with ENGAGE™ technology is designed to affordably extend electronic access control deeper into the building beyond traditional perimeter and high security openings.

The LE is ideal for commercial real estate, K-12, higher education, assisted living, medical offices, or multi-family applications. Facilities can benefit from the enhanced security, efficiency, and convenience of upgrading to electronic credentials.

Key features

All mechanical features[1] plus:

- Six functions with LED indicator, deadbolt, and interior pushbutton options
- Sectional and escutcheon trim options
- 31 levers, 2 knobs and 9 finishes
- Integrated multi-technology card reader, door position sensor (DPS) and request to exit (RX)
- Built-in Bluetooth® enables wireless configuration from smart phones/tablets
- Built-in Wi-Fi® enables automatic daily updates sent directly from host software
- Capable of networked real-time communication with the ENGAGE Gateway and software alliances
- Up to 2 years of battery life

EXHIBIT #22B: DOOR HARDWARE – LOCK PLAN CUT SHEETS

Mortise lock comparison

L400 mechanical



Applications

L400 Series locks are designed for use as primary locks where no latching is required, such as restrooms and small doors to utility spaces.

It also offers optimum security when used as an auxiliary lock in other applications.

Key features

- Six available functions
- 12 finishes
- 1" (25 mm) stainless steel throw deadbolt
- Deeper retainer groove in cylinder shell increases security against wrenching and pullout; all cylinders backward compatible
- 6-pin Everest® 29 cylinder with patented keys standard
- Steel case and parts are corrosion resistant

LM9200 multi-point



Applications

The Schlage LM9200 series lock utilizes latches in the top and bottom of the door, rather than the side on single or double sets of doors.

Compatible with wood or hollow metal doors, the LM9200 Series is ideal for conference rooms, corridors, office suites, elevator lobbies, and openings where flush bolts and coordinators are not desired.

Key features

- Concealed vertical cables provide simple installation and reliable performance
- Compatible with sectional and escutcheon trim; does not require "backer plates" or metal wraps for fire protection
- Fire-rated for up to 60 minutes for wood door applications; 90 minute fire rating for hollow metal door applications
- 33 lever designs
- 13 functions (mechanical and electrified)
- Available without the bottom latch for single point latching

LM9300 multi-point



Applications

The LM9300 Series is part of a three-point locking system designed for tornado, hurricane or high security applications, providing superior protection with familiar operation.

Latches at the top, side and bottom of the door provide protection from high wind speeds and 15-lb. projectile impacts up to 100 mph when paired with a Steelcraft Paladin tornado-resistant door.

Key features

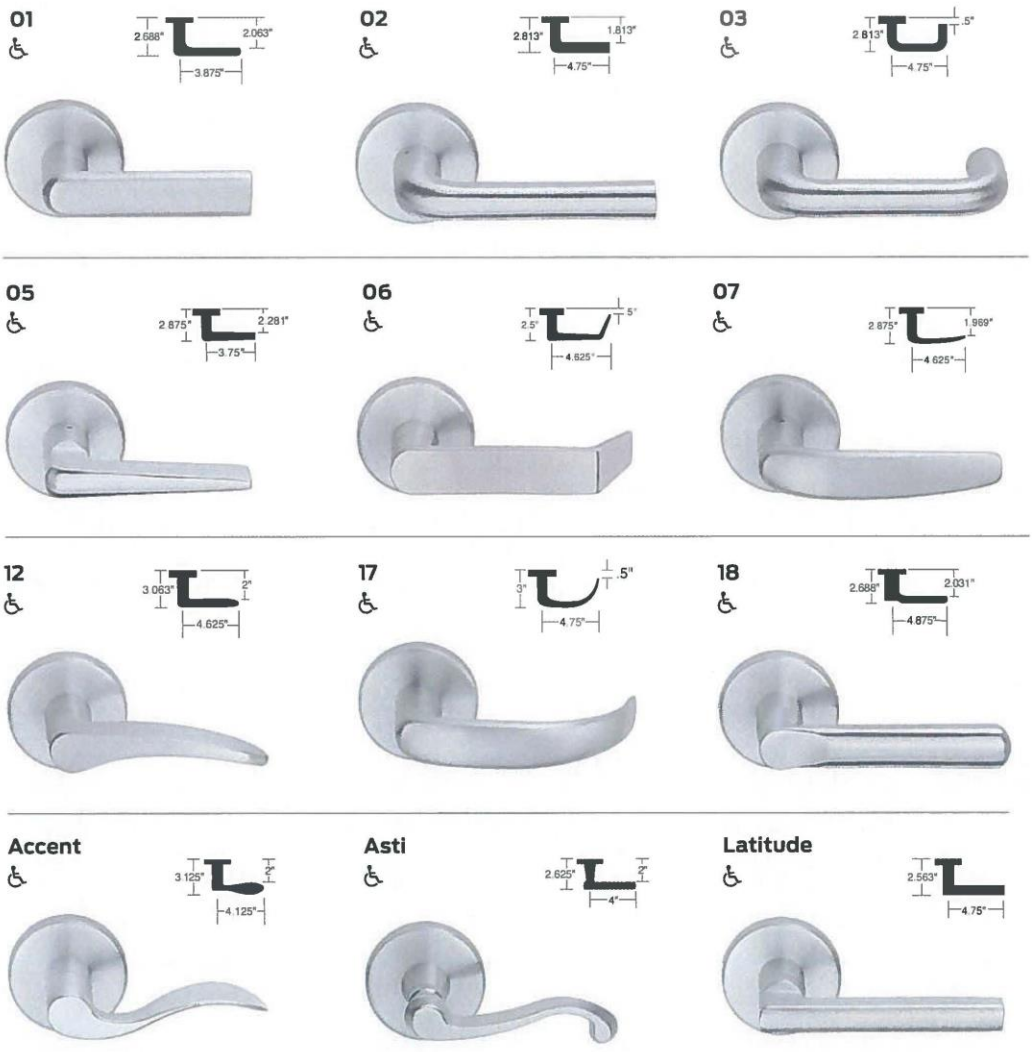
- All three latches engage when the door is shut and retract simply by rotating the lever
- Compatible with sectional and escutcheon trim
- 33 lever designs
- Six available functions
- Complies with FEMA 361 and ICC500 tornado shelter guidelines and Florida Building Code Enhanced Protection Area (EHPA) standard when paired with appropriate Steelcraft doors
- Vertical rods ship pre-aligned and pre-installed with Steelcraft doors, enabling quick and simple installation

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Designs and finishes

The Standard Collection

The Standard Collection levers can be paired with exit devices and locks from our trusted Schlage and Von Duprin brands. And, they are built to the same exacting standards. Our Standard Collection levers offer a more traditional style that is appropriate for use in a number of commercial applications.



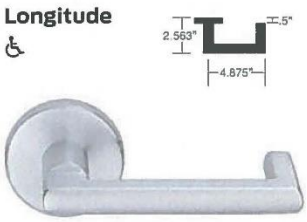
Note: Levers shown with Schlage L Series mortise "A" rose. Knobs shown with rose that is unavailable in the L Series. Additional rose and escutcheon designs available.

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Designs and finishes

The Standard Collection

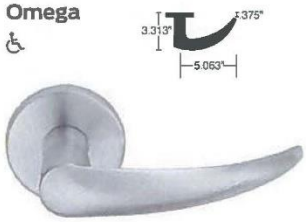
Longitude



Merano



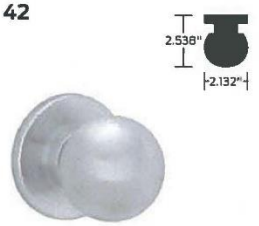
Omega



41



42



L Series finish options



Color	Bright brass	Satin brass	Antique bronze	Satin bronze	Oil rubbed bronze	Satin nickel	Matte black	Bright chrome	Satin chrome	Bright stainless steel	Satin stainless steel	Aged bronze
ANSI/BHMA	605	606	609	612	613	619	622	625	626/ 626AM	629	630/ 630AM	643e
US	US3	US4	US5	US10	US10B	US15	US19	US26	US26D	US32	US32D	US11
Mechanical	■	■	■	◆*	◆*	■	■	■	■	■**	■**	■
Wired electrified	■	■	■	◆*	◆*	■	■	■	■	■**	■**	■
Wireless electronic	■	■		◆*		■	■	■	■			■
Multi-point	■	■	■	◆*	◆*	■	■	■	■	■**	■**	■

◆ Standard levers only
* Not available on Latitude, Longitude, Accent, Asti, Merano
**Not available on Accent, Asti, Merano

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Trim and special accessories

Thumbturns and indicators

Choose from these variations of thumbturn locks that help you meet the demands of specialized projects.

Thumbturns



Standard turn
09-509



ADA turn
09-509 x L583-363
Available with all thumbturn-function L Series locks except L9463 and L463



Coin turn
L283-124
For lock functions L9044 and L9444 with rose trim.



Emergency button
K510-330
For lock functions L9040 and L9440



Ligature resistant turn
09-029



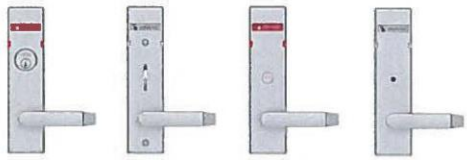
Cylinder turn
09-90x
For L463 and L9463 classroom function deadlocks

Indicators

The 180 degree visibility indicator offers unparalleled visibility and flexibility. The unique features of the indicator make it ideally suited for classroom security applications as well as traditional occupied/vacant applications.

- 2" x ½" display for easy viewing at a distance
- 180° window for visibility at any angle
- High-mount placement for quick assessment
- High contrast colors for ease of reading
- Available for over 30 functions, inside or outside of door (see Functions section for availability)
- Retrofit kit allows indicator upgrades to already installed L Series mortise locks
- Indicator text available in English or French

N escutcheon indicators



Cylinder Thumbturn Cointurn Emergency key

Sectional indicators



Cylinder Thumbturn Cointurn Emergency key

	LOCKED / UNLOCKED	OCCUPIED / VACANT	DO NOT DISTURB	
Inside trim	L283-711	L283-712	L283-713	L283-714
Outside trim	L283-721	L283-722	L283-723	L283-724

Legacy indicator



Hotel occupancy indicator
09-611
For lock function L9486P, used with A or B roses on section trim. Three available messages: "OCCUPIED", "DO NOT DISTURB" or "LOCKED".

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Cylindrical lock comparison

ND mechanical



Applications

The Schlage ND is extremely versatile and is regularly used in healthcare, education, government, office, retail and other commercial applications.

With 31 mechanical functions, the ND's range spans from the simple (non-locking passage) to complex (double-cylinder security) to specialized (school time-out lock).

Because the ND uses an ANSI 161 door prep, commonly used across cylindrical locks, it is ideal for both new construction and retrofit applications.

Key features

- Significantly exceeds ANSI/BHMA A156.2 requirements for Grade 1 cylindrical locks
- 31 mechanical functions (see adjacent columns for wired electrified and electronic options)
- Nine lever designs, two rose designs
- 10 available finishes
- Supports standard, SFIC and FSIC cylinder formats
- Multiple key systems available – open, patented, restricted, geographic exclusive, UL437
- Support for 10 non-Schlage cores (see cylinder section)

ND wired electrified



Applications

Wired electrified locks complement the mechanical offering and are typically incorporated into a wired access control system or used independently with a remote access switch (e.g. switch behind a receptionist desk).

The electrified ND is ideally used in:

- high traffic areas, where line power ensures continuous operation
- new construction, where electrified door prep, hinges and wiring can easily be incorporated into the building

Key features

All mechanical features plus:

- auto-detecting 12-24VDC input
- selectable EL/EU operation
- low 0.23 amp max current draw that allows multiple locks on a single power supply
- low 0.010 amp holding current that eliminates "hot levers" in electrically locked applications
- modular Request to Exit (RX) that can be added at any time
- inventory friendly–one lock supports 12-24V, EL or EU, with or without RX
- six electrified functions for application flexibility

NDE wireless electronic



Applications

Wireless electronic locks complete the offering by delivering all of the access control system hardware components required at the door in a single integrated design.

NDE wireless lock applications include:

- retrofit applications where electronic credentials can be used for improved visibility and control
- new construction to expand the scope of access control to interior openings
- low to medium traffic areas, where battery power delivers long life

Key features

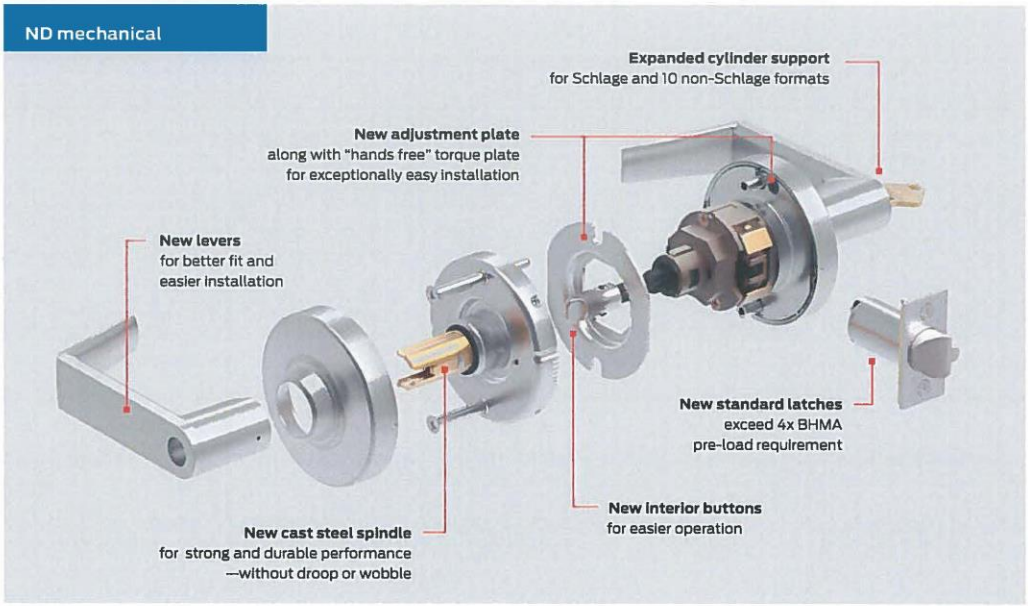
All mechanical features[1] plus:

- Fits standard ANSI 161L mechanical door prep
- Installs in minutes with only a Phillips screwdriver
- Integrated card reader, door position sensor and Request to Exit (RX) switch
- Built-in Bluetooth® enables wireless configuration from smart phones and tablets
- Built-in Wi-Fi enables automatic updates to access rights
- Capable of networked real-time communication[2]
- Up to 2 years of battery life (4 AA)

1 NDE wireless electronic lock available in seven lever designs, one rose design, and nine finishes only.
2 Requires ENGAGE™ Gateway and alliance access control software.

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

A detailed look...



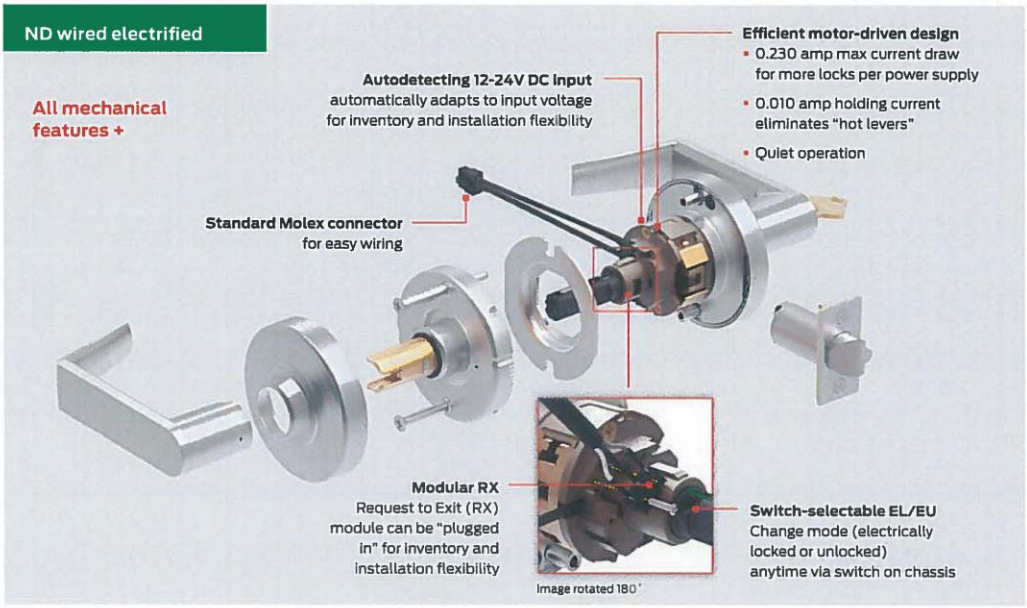
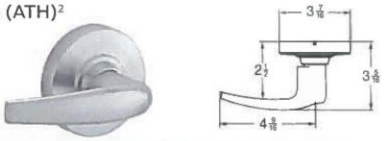


EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

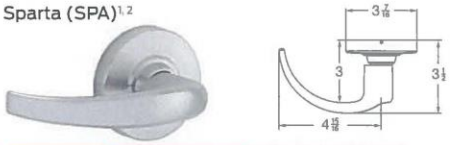
Lever designs and finishes

Athens (ATH)[2]



Mechanical | Wired electrified | Wireless electronic

Sparta (SPA)[1,2]



Mechanical | Wired electrified | Wireless electronic

Rhodes (RHO)[1,2]



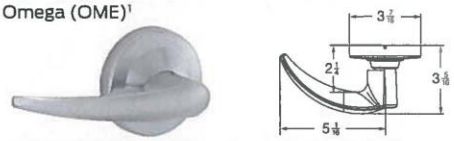
Mechanical | Wired electrified | NDE wireless electronic

Tubular (TLR)[1,2]



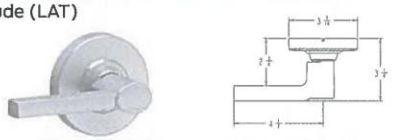
Mechanical | Wired electrified | Wireless electronic

Omega (OME)[1]



Mechanical | Wired electrified | Wireless electronic

Latitude (LAT)



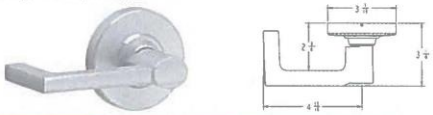
Mechanical | Wired electrified | Wireless electronic

Broadway (BRW)



Mechanical | Wired electrified | Wireless electronic

Longitude (LON)



Mechanical | Wired electrified | Wireless electronic

Boardwalk (BWK)



Mechanical | Wired electrified | Wireless electronic

All levers comply with the Americans with Disabilities Act (ADA).

1 Boardwalk, Longitude, Omega, Rhodes, Sparta and Tubular levers comply with California State code for return within 1/2" of door face.

2 Athens, Rhodes, Sparta and Tubular levers support cylinders from other manufacturers, see cylinder section on page 24 for details.

Finish options



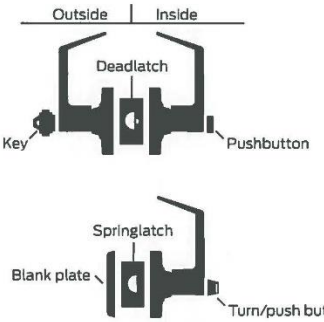
Color	Bright brass	Satin brass	Satin bronze	Oil rubbed bronze	Satin nickel	Matte black	Bright chrome	Satin chrome	Aged bronze
ANSI/BHMA number	605	606	612	613	619	622	625	626/626AM	643e
US number	US3	US4	US10	US10B	US15	US19	US26	US26D	US11
Mechanical	■	■	■	■	■	■	■	■	■
Wired electrified	■	■	■	■	■	■	■	■	■
Wireless electronic	■	■	■	—	■	■	■	■	■

Product information and specifications contained in this catalog are subject to change without notice. Please consult the factory.

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

ND Series mechanical lock
Keyless function list

Legend



Schlage ANSI
ND10S F75
Passage latch
- Both levers always unlocked.

Inside



Available with RX

Schlage ANSI
ND12D F89
Exit lock
- Outside lever always fixed.
- Inside lever always free for immediate egress.

Outside Inside



Available with RX

Schlage ANSI
ND25D -
Exit lock
- Blank plate outside.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND40S F76
Bath/bedroom privacy lock
- Push-button locking.
- Unlocked from outside with a small screwdriver.
- Turn inside lever or close door to release button.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND44S -
Hospital privacy lock
- Push-button locking.
- Unlocked from outside by turning emergency turn-button.
- Turn inside lever or close door to release button.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND170 -
Single dummy trim
- Dummy trim for one side of door.
- Used for door pull or as matching inactive trim.

Outside/Inside



EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

ND Series mechanical lock
Keyed function list

Schlage ANSI
ND50PD F82
Entrance/office lock
- Push-button locking.
- Push-button locks outside lever until it is unlocked with key or by turning inside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND53PD F109
Entrance lock
- Turn/push-button locking: Pushing and turning the button locks the outside lever, requiring use of a key until the button is manually unlocked.
- Push-button locking: Pushing button locks outside lever until unlocked by key or by turning the inside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND60PD F88
Vestibule lock
- Latch retracted by key from outside when outside lever is locked by key in inside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND66PD F91
Store lock†
- Key in either lever locks or unlocks both levers.

Outside Inside



Schlage ANSI
ND70PD F84
Classroom lock
- Outside lever locked and unlocked by key.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND73PD F90
Corridor lock
- Locked or unlocked by key from outside.
- Push-button locking from inside.
- Turn inside lever or close door to release button.
- When outside lever is locked by key it can only be unlocked by key.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND75PD -
Classroom security lock
- Key in either lever locks or unlocks outside lever.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND80PD F86
Storeroom lock
- Outside lever is fixed.
- Entrance by key only.
- Inside lever always free for immediate egress.

Outside Inside

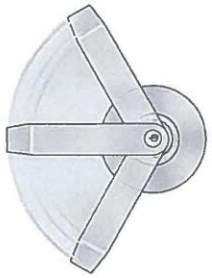


Available with RX

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

ND Series mechanical lock
Vandlgard™ function list

Vandlgard™ trim is specifically designed for highly abusive environments. The outside lever rotates freely up and down when locked, limiting the ability of vandals to apply excessive force to the chassis



Schlage ANSI
ND91PD F82
Entrance/office lock
- Push-button locking.
- Push-button disengages outside lever until unlocked with key or by turning inside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND92PD F109
Entrance lock
- Turn/push-button locking: Pushing and turning button disengages outside lever, requiring using of key until button is manually unlocked.
- Push-button locking: Pushing button disengages outside lever until unlocked by key or by turning inside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND93PD F88
Vestibule lock
- Latch retracted by key from outside when outside lever is disengaged by key in inside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND94PD F84
Classroom lock
- Outside lever disengaged and unlocked by key.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND95PD -
Classroom security lock
- Key in either lever locks or unlocks outside lever.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Schlage ANSI
ND96PD F86
Storeroom lock
- Outside lever always disengaged.
- Entrance by key only.
- Vandlgard allows outside spindle to disengage from latch when locked.
- Inside lever always free for immediate egress.

Outside Inside



Available with RX

16 · Schlage · ND Series

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Cylinders and key systems

A strong lock is only part of the security solution—proper key control is equally important. Schlage offers extensive options to meet the security needs of the specific project.

Cylinders



Conventional KIL cylinder options[1]

- 6-pin length (standard)
- 7-pin length in SL cylinder
- Available in Schlage Classic and Everest 29™ open and restricted keyways
- Primus® XP security features and geographic exclusivity
- Primus XP UL 437 listed high security features
- Hotel cylinder (for use in faculty restroom function)



Full size interchangeable core (FSIC) options[1]

- 6-pin length
- Available in Schlage Classic and Everest 29 open and restricted keyways
- Interchangeable core compatible with conventional cylinder key systems
- Primus XP security features and geographic exclusivity



Small format interchangeable core (SFIC) options[2]

- 7-pin combinated Everest 29 R restricted keyways[3]
- 6 or 7-pin uncombinated Falcon®/ Best® keyways[4]

1 Available in 606, 622, 626 and 643 plug face finishes. Everest 29 S123 keyway standard.
2 Available 606, 613 (simulated), 622, 626 and 643e finish only.
3 Restricted keyway cores require authorization from the end user.
4 Must be ordered separately from lock; not available factory keyed.

Key systems

Classic keyway

- Open keyway—keys are duplicated and available without ordering formalities
- Upgradeable to Primus XP and UL 437 levels of security

Everest 29

- Patented through 2029
- Key duplication is restricted providing a higher level of security for the cylinder
- Can be integrated to an existing Everest B, C, or D system
- Upgradeable to Primus XP and UL 437 levels of security

Primus XP

- Independent, dual locking mechanisms
- Unique side bit milling on key makes unauthorized duplication highly enforceable
- Allows creation of geographically exclusive keys in a thousand available combinations
- Provides patent protection when applied to Schlage Classic keyways
- Compatible to all Everest and Everest 29 keyways

Everest 29 SL

- A high security conventional (KIL) cylinder pinned on an A2 system compatible with the Schlage Everest B and Everest 29 R keyways
- Users can expand existing Everest B and Everest 29 R key systems
- Enables Primus XP and UL 437 upgrades on SFIC keyways



EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

B Series at a glance

B250 · B500 · B600/700/800

B250 Series: Grade 2 deadlatch

B500 Series: Grade 2 deadlock

B600 Series: Grade 1 deadlock

B700 Series: Grade 1 deadlock w/Primus® XP controlled access cylinder

B800 Series: Grade 1 deadlock w/Primus XP high security cylinder, UL437 rated

Functions

Product	ANSI	Deadbolt functions								Deadlatch functions	
		Single cylinder deadbolt	Double cylinder deadbolt	Classroom deadbolt	Door bolt occupancy indicator	Door bolt	Door bolt with trim	Cylinder only deadbolt	Cylinder only X blank plate deadbolt	Single cylinder deadlatch	Double cylinder deadlatch
Interior		Thumbturn	Keyed	Thumbturn	Thumbturn	Thumbturn	Thumbturn	No trim	Blank plate	Thumbturn	Keyed
Exterior		Keyed	Keyed	Keyed	Indicator	No trim	Blank plate	Keyed	Keyed	Keyed	Keyed
B250	Grade 2									B250PD	B252PD
B500	Grade 2	B560P	B562P	B563P	B571	B580	B581		B561P		
B600	Grade 1	B660P	B662P	B663P		B680		B664P	B661P		
B700	Grade 1	B760P	B762P	B763P				B764P	B761P		
B800	Grade 1	B860P	B862P	B863P				B864P	B861P		

Finishes



605 Bright brass | **606** Satin brass | **609** Antique brass | **612** Satin bronze* | **613** Oil rubbed bronze | **619** Satin nickel* | **622** Matte black | **625** Bright chromium plated | **626** Satin chromium plated | **626AM** Antimicrobial coating* | **643e** Aged bronze*

* Finish not available on B250

e = an equivalent finish to the BHMA standard.

ADA-compliant products

In compliance with the American National Standards Institute (ANSI A117.1) and the Americans with Disabilities Act (ADA), Schlage Lock Company offers a wide selection of locks designed for the needs of the physically challenged. This act is designed to provide protection for people with disabilities.

Product information and specifications contained in this catalog are subject to change without notice. Please consult the factory.

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Deadbolt designs

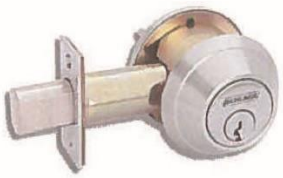
B600 Series

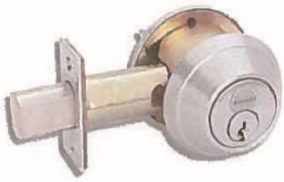
Schlage's toughest heavy duty Grade 1 commercial deadbolt.

Furnished with conventional cylinder standard.

Also available with full size interchangeable core cylinder or small format interchangeable core (SFIC) cylinder.

Requires 2 1/8" (54mm) prep. UL10B and UL 10C listing standard for auxiliary lock on A label fire doors. Not all functions available as fire rated auxiliary locks. See function charts for required cross bore dimensions.





B700 Series

Same lock as B600 Series but furnished with Primus XP controlled access cylinder for patented key control, geographical exclusivity and resistance to picking and impressioning. Also available with Primus XP full size interchangeable core cylinder.





B800 Series

Same lock as B700 Series but Primus XP high security cylinder is UL437 listed to resist drilling and other forms of physical attack. Not available in interchangeable core.

All designs shown in 626 satin chrome





Thumbturn for B600, 700 and 800

8 · Schlage · B Series

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Full size interchangeable core (FSIC) 8

Schlage interchangeable core (IC) locksets allow immediate rekeying at the door simply by using the special control key to replace the core in seconds.

B250 Series
Finishes: 605, 606, 609, 612,613, 622, 625, 626



B500 Series
Finishes: 605, 606, 609, 612, 613, 619, 622, 625, 626, 643e



B600/700/800 Series
Finishes: 605, 606, 609, 612, 613, 619, 622, 625, 626, 643e



Available in B250, B500, B600 and B700 Series, full size interchangeable cores can be integrated into any 5 or 6-pin Schlage key with no adverse affects on keying capacity. (Available 6-pin only from Factory).

Full size interchangeable cores and housings - options

- Conventional core
- Primus XP core

Cores available 606, 622, 626, and 643e finish only.
Everest 29 S123 keyway standard.

Full size core



Small format interchangeable core (SFIC)

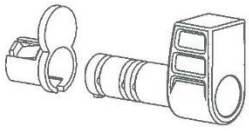
Available in B500 and B600 Series, the small format IC option is designed for Schlage Everest 29 R Family restricted keyway cores and is also completely compatible with Best®, Falcon, and other small format cores.

- 7-pin uncombinated Everest 29 R family restricted keyways
- 7-pin combinated Everest 29 R family restricted keyways
- 6-pin uncombinated Falcon / Best keyways
- 7-pin uncombinated Falcon / Best keyways
- Disposable plastic construction core

Small format core



Disposable construction core



80-033 and 80-043 cores are available in Best A, B, C, D, DD, E, F, G, H, J, K, L, N, O, R, TB and TD keyways. Specify keyway by suffixing "B" to keyway letter, e.g. "AB".

80-036 and 80-037 restricted keyway cores require a letter of authorization from the end user. Schlage assigns the keyway when establishing new Everest 29 restricted key systems.

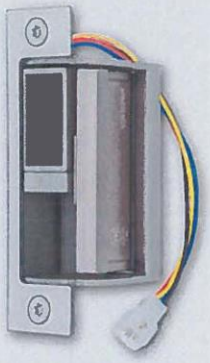
EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

ALLEGION

VON DUPRIN

6400 Series

Modular strike for mortise and cylindrical locksets



Overview

The 6400 electric door strike from Von Duprin is designed to be modular and highly configurable to fit nearly any mortise or cylindrical lock. This versatile strike allows the installer to insert and lock-in the deadbolt keeper or plug and deadlatch ramp anywhere within its 3 1/8" vertical opening to fit the latch position and functional needs. This, combined with a 1/8" horizontal adjustment, makes this easy-to-install design a good fit for installations where misalignment or a tight fit may be a problem.

As a 3-hour UL 10C listed strike, the 6400 Series is intended as a fail-secure only solution for fire-rated openings. Its durability and quality are shown by its grade 1 certification as a heavy-duty stainless steel strike with over 2,000,000 endurance cycles.

Use it as a time-saving, "go to" strike. The 6400 comes ready for use with prewired plug-in connectors for 12 or 24 VDC voltage that can be changed over to 12 or 24 VAC without a converter kit, two faceplates – one each for offset and centerline locks as well as a trim filler plate, mounting tabs and shims and a self-adhesive template for frame cuts. An optional "plug in" latchbolt monitor is also available and can be added in the field at any time after installation.

Features and benefits

- Modular design fits cylindrical and nearly any mortise lock
- Heavy-duty stainless steel construction in BHMA 630 satin finish
- Vertical adjustments allow for alignment with a wide variety of mortise locks with offset latches
- Horizontal adjustment of up to 1/8" improves fit on tight door preps
- Can accommodate up to 1" deadbolt (for night latch only)
- Field selectable voltage 12 or 24VDC and 12 to 24VAC
- Plug-in voltage connectors are included for ease of installation and removal during strike servicing
- Optional plug-in latchbolt monitor can be added in the field
- Non-handed, unique internal solenoid design prevents keeper from heating up
- Low current draw (0.19 amps @ 24 VDC)
- Suitable for interior and exterior doors
- 3-hour fire-rated to UL 10C (fail secure only)
- UL 1034 listed for burglary-resistant electric door strikes
- UL 294 listed for access control system
- CSFM California State Fire Marshal listed
- ANSI/BHMA A156.31, Grade 1 certified
- Static strength: 1500 lbs
- Dynamic strength 70 ft-lbs
- Endurance 2,000,000 cycles

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Lockset compatibility

Vertical adjustment of the deadbolt keeper or deadlatch ramp allows for alignment with a wide variety of mortise locks with offset latches. Accommodates up to 1" deadbolt* Up to 1/8" horizontal adjustment for misaligned frames.
* Night-latch function only, bolt will not release

6400 Series power requirements

Model	Mode	Voltage	Duty	Sound	Amps[1]	Ohms[2]
6400	Fail-locked	12 VDC	Continuous	Silent	.375	37
6400	Fail-locked	24 VDC	Continuous	Silent	.190	148
6400	Fail-locked	12-24 VAC	Intermittent	Buzz	.280 - .565	37

Intermittent duty = Energized less than 1 min. with duty ratio 1:5; Continuous duty = Energized 1 min. or more.
[1] Ratings are based on maximum current draw at +10°C and include initial power-up current draw.
[2] Nominal resistance at +25°C +/- 7% tolerance.

Wiring Instructions

Use the appropriate wire harness supplied.

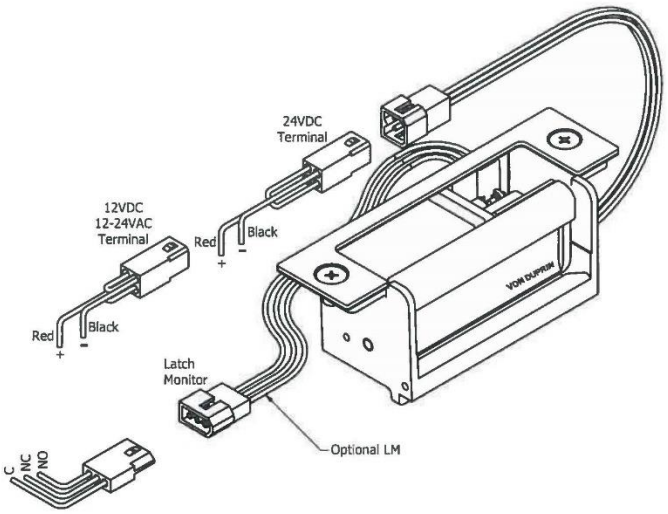
- 12V for 12VDC & 12-24VAC
- 24 for 24VDC only

Attach the red wire to (+) positive of the power supply. Attach the black wire to the (-) negative of the power supply. If using AC power, polarity is not observed.

Note: If a suppression diode is required for access control, observe proper polarity.

Latch monitor wires

Black	=	Common (C)
Blue	=	Normal Close (NC)
Orange	=	Normal Open (NO)



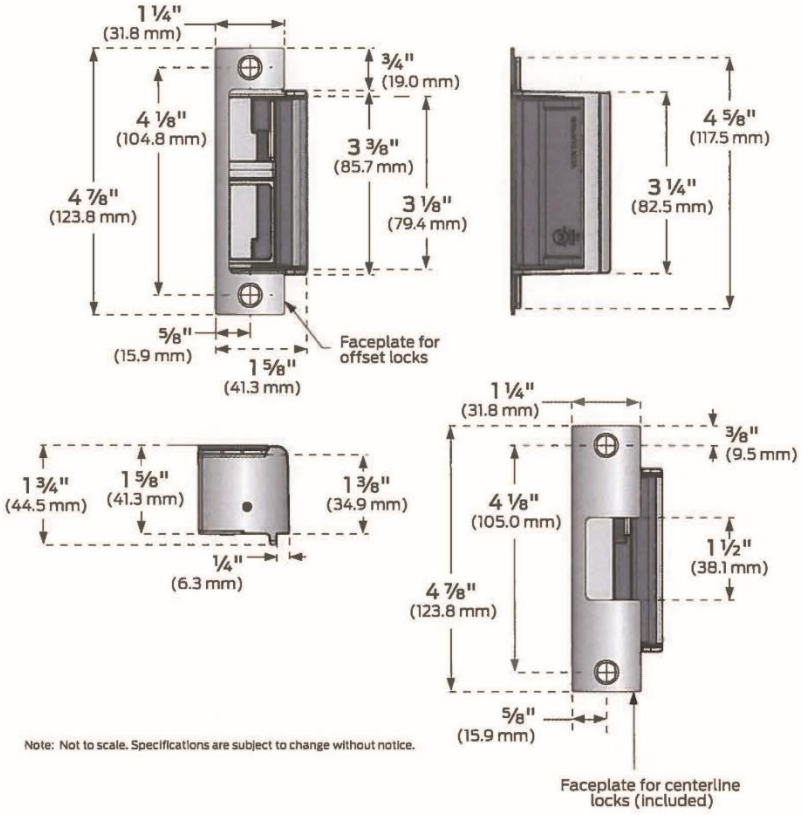
Model specifications

Model number	6400
Latchbolt throw	3/4" (Also accomodates 1" deadbolt as a nightlatch only - no release)
Face plate length	4 7/8" (Includes two face plates: Centerline and Off-set latch entries)
Backbox depth	1 3/4"
Finish	US 32D/BHMA 630
Lockset	Cylindrical, mortise, mortise exit
Number of doors	Single
Door/frame type	Hollow metal, aluminum & wood
Options	2 Rectifier kits: ▪ S012 Converts 12 VAC voltage to 12 VDC to operate the solenoid ▪ S024 Converts 24 VAC voltage to 24 VDC to operate the solenoid EB (Entry Buzzer)
Certifications/ Listings	ANSI/BHMA A156.31 Grade 1, 3-hour fire rated to UL 10C (FSE only), UL 1034, UL 294, CSFM
Application notes	Modular electric strike ideal for aftermarket applications. Fail-secure only for fire-rated openings.

Von Duprin · 6400 Series

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

Dimensions



Note: Not to scale. Specifications are subject to change without notice.

Ordering information

6400-S024-EB

Model	Rectifier kit*	Buzzer*
1	2	3

* Optional

Selections correspond with the numbers above

1	**Model**
6400	Modular Strike
2	**Rectifier kit (optional)**
	S012 Converts 12 VAC voltage to 12 VDC to operate the solenoid
	S024 Converts 24 VAC voltage to 24 VDC to operate the solenoid
3	**Buzzer (optional)**
EB	Entry buzzer

Accessories

- LM6400 Latchbolt monitor - indicates when door is latched (ships separately)

Standard features

- Power failure mode: Fail-secure only (FSE)
- Voltage: Field selectable 12 or 24 VDC and 12 or 24 VAC voltage
- Finish: Stainless steel, satin (BHMA 630/US 32D)
- Centerline and offset face plates included
- Also includes: two plug-in voltage connectors, self-adhesive template for frame cuts, trim filler plate, mounting tabs and shims, as well as tamper-resistant screws with a security driver bit

Von Duprin · 6400 Series

EXHIBIT 22B: DOOR SECURITY HARDWARE – LOCK PLAN CUT SHEETS (CONT.)

END OF EXHIBITS

FIELD OFFICE PROGRAMMING DOCUMENT

PROJECT NAME: Ft. Pierce/Port St. Lucie Field Office — DATE: February 7, 2018

PROJECT NUMBER: — PREPARED BY: Nancee Johnson

POSITION/FUNCTION	SQ.FT.	QTY.	TOTAL	OPEN PRIVATE SHARED WAREHOUSE	ADJACENCIES	NOTES
Criminal Enforcement (CE)						
Resident Agent in Charge (RAC)	250	1	250	OFFICE		
Investigative Assistant (IA)	72	1	72	OFFICE	**16 total employees**	
Special Agent (SA)	48	7	336	OFFICE		
Task Force Officer (TFO)	48	3	144	OFFICE		
Industry Operations (IO)						
Area Supervisor (AS)	250	1	250	OFFICE		
Industry Operations Investigator (IOI)	48	2	96	OFFICE		
Investigative Assistant (IA)	72	1	72	OFFICE		
TOTAL OFFICE SPACE				**1,220 plus 488 circulation = 1708**		
Equipment Storage (Lockers)	15	14	210	SPECIAL - ST1		15 sq. ft. per Agent or IOI
General Supply (CE)	160	1	160	SPECIAL - ST1		
General Supply (IO)	160	1	160	SPECIAL - ST1		
TOTAL SPECIAL SPACE - S1				**530 plus 212 circulation = 742**		
Secured Foyer	100	1	100	SPECIAL - S3		
LAN Room	100	1	100	SPECIAL - S3		
Interview Room	100	1	100	SPECIAL - S3		
Processing Room	100	1	100	SPECIAL - S3		
Secured File Room (CE)	160	1	160	SPECIAL - S3		
Secure File Room (IO)	160	1	160	SPECIAL - S3		
Secured Evidence Room (CE)	450	1	450	SPECIAL - S3		
Industry Operations Research Room	150	1	150	SPECIAL - S3		If in a Industry Operations Field Office
Breakroom	200	1	200	SPECIAL - S3		
TOTAL SPECIAL SPACE - S3				**1,520 plus 608 circulation = 2128**		
Conference Room	300	1	300	SPECIAL - SP5		
TOTAL SPECIAL SPACE - S5				**300 plus 120 circulation = 420**		
Parking Spaces		14				

FIELD OFFICE PROGRAMMING DOCUMENT

PROJECT NAME: Ft. Pierce/Port St. Lucie Field Office

DATE: February 7, 2018

PROJECT NUMBER:

PREPARED BY: Nancee Johnson

POSITION/FUNCTION	SQ.FT.	QTY.	TOTAL	OPEN PRIVATE SHARED WAREHOUSE	ADJACENCIES	NOTES
SUB-TOTAL			3,570			
CIRCULATION	40%		1,428			
TOTAL USABLE SQ. FOOTAGE			**4,998**			

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC).
NOTE THAT ITEMS IDENTIFIED AS "SHELL *" REPRESENT A LESSOR'S OBLIGATIONS OR THE GOVERNMENT'S RIGHTS AND ARE NOT NECESSARILY ITEMS TO BE CONSTRUCTED.

DEFINITIONS:
Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

DESIGN-BASIS THREAT – The Design-Basis Threat (DBT) is the profile and estimate of the threats to a Government facility across a range of specific undesirable events, and serves as the basis for determining appropriate security standards. The Lessor's technical consultant(s) shall work in conjunction with the Government, including the Federal Protective Service (FPS), to apply the DBT to the post-award risk assessment. The risk assessment identifies recommended countermeasures and security design features that achieve the minimum baseline level of protection for a particular facility. The baseline level of protection may be further customized to address facility-specific conditions. The Lessor is responsible for providing countermeasure provisions outlined in this FSL document, as well as for additional items identified during the post-award risk assessment. Any additional countermeasures identified during this assessment shall be priced as BSAC.

I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

A. FACILITY ENTRANCES AND LOBBY

1. EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)

The Lessor shall provide key or Physical Access Control System (PACS) for the entrance to this building and to doors identified by the Government as employee entrance doors. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

B. SCREENING REQUIREMENTS

1. ACCOMODATION OF RETAIL/MIXED USE SPACE (SHELL)

The Lessor shall accommodate publicly accessible retail and mixed uses through such means as separating entryways.

C. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

1. PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms within Government controlled Space.

2. SECURING CRITICAL AREAS (SHELL)

The Lessor shall secure areas designated as Critical Areas to restrict access to authorized personnel only, and post signage accordingly:

a. At a minimum, the Lessor shall secure building common areas such as mechanical and janitorial areas, sprinkler rooms, electrical closets, telecommunications rooms, and janitor closets. Utility, mechanical, electrical, and telecom rooms shall be secured with high-security (UL437) locks. Keyed locks, PACS card reader, or similar security measures shall strictly control access to Critical Areas. Additional controls for access to keys, PACS, and key codes shall be strictly maintained.

b. Roofs with HVAC systems and access to interior space from the roof shall also be secured with high-security (UL437) locks. Roof access shall be strictly controlled through keyed locks, PACS card reader, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

c. In addition, Lessor shall protect the ventilation equipment and system controls from unauthorized access.

3. VISITOR ACCESS CONTROL (SHELL)

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Premises.

4. PUBLIC SPACE RESTRICTIONS WITH PRIMARY VERTICAL LOAD MEMBERS

The Government reserves the right to remove this countermeasure requirement, post-award, based on building-specific conditions. For measurement purposes, standoff shall be considered building support space and not ABOA.

a. **RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS**: For partitions separating public space from federal space, the Lessor shall use construction materials which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 100 mm (4 inches).

b. **RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS:** In the partitions that separate public mail screening and receiving areas from federal tenants, the Lessor shall use construction materials which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 150 mm (6 inches).

II. INTERIOR (GOVERNMENT SPACE)

A. IDENTITY VERIFICATION (SHELL)

The Government reserves the right to verify the identity of persons requesting access to the Government-controlled Space prior to allowing entry.

B. FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

III. SITES AND EXTERIOR OF THE BUILDING

A. SIGNAGE

1. POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

2. POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site-specific signage.

B. LANDSCAPING AND ENTRANCES

1. LANDSCAPING REQUIREMENTS (SHELL)

Landscaping shall be neatly trimmed to minimize the opportunity for concealment of individuals, packages/containers, and parking areas. If Landscaping exists, the Lessor shall provide trees, hedges, berms, or any combination of these to create buffer zones to separate public areas and other functions. Landscaping shall not obstruct the views of security guards and Video Surveillance System (VSS) cameras or interfere with lighting or Intrusion Detection System (IDS) equipment.

2. HAZMAT STORAGE (SHELL)
Where applicable, Lessor shall locate HAZMAT storage in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

3. PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES (SHELL)
Trash receptacles, containers, mailboxes, FedEx-UPS boxes, vending machines, or other fixtures and/or features that could conceal packages, briefcases, or other portable containers shall be located away from building exterior and entry points.

C. PARKING

1. PUBLIC ACCESS TO GOVERNMENT PARKING AREAS (SHELL)
Lessor shall designate Government employee and visitor parking areas.

IV. SECURITY SYSTEMS

A. Security System Testing and Maintenance Criteria: The Government in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a testing and preventive maintenance program for all security systems the Lessor has installed. Testing must be based on established, consistent, agency-specific protocols, to be determined at the time of design. All testing shall be documented. Operational performance testing shall be conducted annually and functional testing shall be conducted more frequently, as determined by the Government. Components which fail, either during testing or throughout the life of this lease shall be repaired or replaced by the Lessor within a reasonable timeframe as determined by the Government. Any critical component that becomes inoperable must be replaced or repaired by the Government within five business days. Critical components are those required to provide security (IDS, VSS, PACS, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government providing guard service, the cost of which must be reimbursed by the Lessor.

B. VIDEO SURVEILLANCE SYSTEM

LESSOR PROVIDED DESIGN, INSTALLATION, AND GOVERNMENT MAINTENANCE
The lessor shall design and install a Video Surveillance System (VSS) as described in this section. The VSS system will support the entry control system (at personnel entrances and exits to the space), with time lapse video recording and digital image storage, that will allow Government employees to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the VSS system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CD's, as well as prior to installation. VSS system testing,

and acceptance shall be conducted by the Government prior to occupancy. The VSS system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the VSS system. Government specifications are available from the Lease Contracting Officer. VSS system components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020). See https://www.acquisition.gov/far/part-52#FAR_52_204_25.

C. INTRUSION DETECTION SYSTEM

LESSOR PROVIDED DESIGN, INSTALLATION, AND GOVERNMENT MAINTENANCE

The Lessor shall design and install an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to completion of the CDs, and prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Mega Center. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and lessor points of contact, including law enforcement (Federal Protective Service and facility security force). Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Mega Center Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. The Government creates an FPS monitoring account and works with the Lessor to complete the Mega Center Alarm Requirement (MAR) in conjunction with the installing security vendor. Components which fail or require maintenance, or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed above.

D. DURESS ALARM

LESSOR PROVIDED DESIGN, INSTALLATION, AND GOVERNMENT MAINTENANCE

The Lessor shall design and install a duress alarm system. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CDs, as well as prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Contracting Officer. Components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

E. SECURITY SYSTEMS DESIGN

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall ensure at the time of system design, system construction, and throughout the term of the Lease, that alarm and PACS panel, VSS components, controllers, and cabling shall be secured from unauthorized physical and logical access.

V. STRUCTURE

NOTE: FOR ADDITIONAL BLAST RESISTANT MEASURES REQUIRED IN NEW LEASE CONSTRUCTION PROJECTS, REFER TO LEASE PARAGRAPH “SECURITY FOR NEW CONSTRUCTION”.

A. WINDOWS

LOCK GROUND FLOOR WINDOWS

If a Government tenant occupies ground floor space in the Building, the Lessor shall provide a means to lock all operable, ground floor windows with secure latches. As part of BSAC, any operable, ground floor windows shall be monitored via IDS.

B. BUILDING SYSTEMS

1. EMERGENCY GENERATOR PROTECTION (T.I.)

If an emergency generator is required by the Government, the Lessor shall locate it, either pre-existing or installed as part of Tenant Improvements, in a secure area, protected from unauthorized access and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25 foot distance cannot be achieved, Lessor shall protect utilities in accordance with the post-award DBT analysis through a combination of standoff, hardening, and venting methods.

2. SECURING AIR INTAKE GRILLES

Lessor shall secure all accessible air intake grills from tampering or removal. Whenever possible, locate outdoor air intakes at least 30 feet above grade, and preferably at roof level.

VI. OPERATIONS AND ADMINISTRATION

A. FACILITY SECURITY COMMITTEE (SHELL *)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The FSC is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

B. ACCESS TO BUILDING INFORMATION (SHELL *)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of -Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

C. CONSTRUCTION SECURITY PLAN (SHELL)

The Lessor shall develop and implement a construction security plan. The plan should specify who is responsible for the security of the site during each phase of the project until final completion. The construction security plan shall describe in detail, how the Government's information, assets, equipment, and personnel will be protected during the construction process. (This shall include background checks, restrictions on accessibility, and escorts for the construction personnel). The required security measures will vary with the risk presented during the project. The Lessor shall also submit a security plan for all post-occupancy construction and alterations projects in the leased Space, throughout the term of this Lease.

VII. CYBERSECURITY (SHELL *)

A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally-owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).

B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.

C. Lessors are encouraged to put into place the following cyber protection measures to safeguard facilities and occupants:

1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (https://ics-cert.us-cert.gov/Recommended-Practices).

2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (https://www.nist.gov/cyberframework) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015) for best practices to manage cyber risks.

3. Encourage vendors of BACS to secure these devices and software through the following:

    a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.

    b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.

    c. Disable unnecessary services in order to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.

    d. Close unnecessary open ports to secure against unprivileged access.

    e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project (https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project).

    f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at https://www.beyondtrust.com/blog/what-is-least-privilege/.

    g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.

    h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.

    i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).

    j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.

k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).

l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).

m. Disallow the use of commercially-provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.

n. Systems should have proper system configuration hardening and align with Center for Internet Security (CIS) benchmarks or other industry recognized benchmarks. Additional information can be found at https://www.cisecurity.org/cis-benchmarks/.

Exhibit E to Lease GS-04P-LFL00449

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	552.270-31	PROMPT PAYMENT
	19	52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES
	25	52-223-6	DRUG-FREE WORKPLACE
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	552.270-13	PROPOSALS FOR ADJUSTMENT
	30		CHANGES
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	52.233-1	DISPUTES

LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
OTHER	46	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	47		INTENTIONALLY DELETED
	48	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial

completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

18. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the ''Renegotiation Board Interest Rate,'' and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

19. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

20. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: (1+CAF) x Rate per RSF = Reduction in Annual Rent

21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

22. 52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020)

(Applicable to leases over $5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

23. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) Bona fide employee, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) Improper influence, as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

24. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

25. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

26. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

(Applicable to leases over $5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	***Obtain from***
_____	_____
_____	_____

(*Contracting Officer shall insert—*

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

27. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

28. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over $750,000.)
This clause is incorporated by reference.

29. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

30. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

(1) An adjustment of the delivery date;

(2) An equitable adjustment in the rental rate;

(3) A lump sum equitable adjustment; or

(4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

31. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

32. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

33. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

34. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

35. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

36. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

37. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)

(a) *Definitions*. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

38. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over $15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)
This clause is incorporated by reference.

40. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(Applicable to leases over $35,000 total contract value.)

This clause is incorporated by reference.

41. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over $750,000 total contract value.)

This clause is incorporated by reference.

42. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

43. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020)

(Applicable to leases over $750,000 total contract value.)
This clause is incorporated by reference.

44. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over $750,000 total contract value.)
This clause is incorporated by reference.

45. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over $30,000 total contract value.)
This clause is incorporated by reference.

46. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

47. *INTENTIONALLY DELETED*

48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.
NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☑ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☑ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Nicholas C. Mimms, P.E., ICMA-CM City Manager City of Fort Pierce 100 North US Hwy 1 Fort Pierce, FL 34950	TELEPHONE NUMBER 772-467-3793
	Signature	January 31, 2023 Date

RLP No. 6FL0489 – Port St. Lucie, FL
Amendment No. 5
Issued: November 21, 2022

The following amendments and clarifications are hereby made to Request for Lease Proposals (RLP) No. 6FL0489 issued April 14, 2022. All offerors must acknowledge receipt of this Amendment No. 5, by reviewing, signing, and returning to General Services Administration and Public Properties with Revised Offers no later than **5:00 P.M., EST, December 5, 2022.**

1. GSA Form R100 (RLP) Section 1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016) Paragraph A is hereby deleted and replaced with the following:

A. The Government is seeking a minimum of **5,331** to a maximum of **5,864** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

2. GSA Form L100 (Lease) Section 6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016) is hereby deleted and replaced with the following:

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.

2. Lessor shall perform cyclical repainting of the Space every **6** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

a. Backing or underlayment is exposed;
b. There are noticeable variations in surface color or texture;
c. It has curls, upturned edges, or other noticeable variations in texture;
d. Tiles are loose; or,
e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every **6** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

ACKNOWLEDGEMENT OF AMENDMENT NO. 5

I hereby acknowledge receipt of Amendment No. 5 to RLP No. 6FL0489

FOR THE LESSOR:

Name: _____

Title: _____

Entity Name: _____

Date: _____

RLP No. 6FL0489 – Port St. Lucie, FL
Amendment No. 6
Issued: May 26, 2023

The following amendments and clarifications are hereby made to Request for Lease Proposals (RLP) No. 6FL0489 issued April 14, 2022. All offerors must acknowledge receipt of this Amendment No. 6, by reviewing, signing, and returning to General Services Administration and Public Properties with Final Revised Offers no later than **5:00 P.M., EST, June 6, 2023.**

1. **GSA Form R100 (RLP) Section 3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)** is hereby deleted and replaced with the following:

A. TENANT IMPROVEMENT ALLOWANCE PRICING:
1. The TI Allowance is **$100.19** per ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The Tenant Improvements shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

ACKNOWLEDGEMENT OF AMENDMENT NO. 6

I hereby acknowledge receipt of Amendment No. 6 to RLP No. 6FL0489

FOR THE LESSOR:

Name: _____

Title: _____

Entity Name: _____

Date: _____

TO: MIKE REALS, PUBLIC WORKS DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW CITY OF FORT PIERCE SMALL BUSINESS TEMPLATE AND ADDITIONAL UPDATED GENERAL CLAUSES

CAO RLS FILE: RLS 24-05

DATE: FEBRUARY 9, 2024

I have reviewed the above Request for Legal Services (RLS). This RLS is a resubmission related to the Lease Agreement (Agreement) between the City of Fort Pierce (City) and the United States of America (Government) through the General Services Administration (GSA) for the fourth (4th) floor of the Sunrise Center to be utilized by the Alcohol, Tobacco, Firearms, and Explosives (ATF). Memoranda were previously prepared on this topic on September 1, 2023 and October 11, 2023. All previous analysis, comments, and concerns expressed in those Memoranda remain.

As background information, a previous version of this Agreement was approved by the City Commission on October 16, 2023. My understanding through discussions with GSA, our Consultant, and staff is Mayor executed the previous version of the Agreement, but GSA made subsequent changes to the General Clauses Exhibit and required creation of the Small Business Subcontracting Plan before they would execute the Agreement. In my discussions with GSA, they indicated GSA will not execute the Agreement as originally approved and signed by the City. GSA also indicated the parties, therefore, do not have a current Agreement in place. I agree.

I have been provided a new version of the Agreement with updated Exhibits, since the October 16, 2023 approval by the City Commission, to review. I have conducted a side-by-side comparison of the originally approved to Agreement to the most recently provided Agreement, in an attempt to find any and all amendments. Other than those in the General Clauses (Exhibit E) and the additional the Small Business Subcontracting Plan (Exhibit H), none were located.

There are numerous amendments to the General Clauses Exhibit, many of which are formatting or wording changes, that do not have significant impact on the Agreement. There are, however, some that are significant and should be specifically noted and reviewed. The most notable amendments to the General Clauses Exhibit are as follows[1]:

[1] This does not include all amendments. All documents should be reviewed for all amendments and its current form. Further, a redlined version from GSA should be provided and reviewed for ease of determining all amendments.

Exhibit E, Section 1 – Definitions has been created to provide controlling definitions for terms and words used in the General Clauses Exhibit.

Exhibit E, Section 10 – Default by Lessor has been amended to include the following:

1. Language has been changed from the failure "to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default" to the failure "to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default."
    a. Within those costs the Government may deduct from the rental payments when there is a default, the Government has added administrative costs in addition to the previous costs they could deduct. Administrative costs are not defined or quantified.
    b. Now, if the City is determined to be in default by the Government and the default renders the space untenable (which is not defined), the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenantable.
2. A Damages clause has been added that did not exist before. The terms of which are as follows:
    a. The City and its sureties would now be jointly and severally liable for all damages resulting to the Government from default or termination of the lease (both of which are in the sole discretion of the Government) for the following:
        i. All costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other re-procurement costs.
        ii. If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
    b. Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.
3. Excusable delays due to default by the City are now governed as follows:
    a. The Government cannot terminate the Lease Agreement or charge damages, if:
        i. The delay in substantially completing any work or performing any services arises from excusable delays, and
        ii. The City provides notice of the causes of the delay within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer).
    b. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the City.
    c. It should be noted, what constitutes an excusable delay is not defined in the General Clauses, the Lease Agreement, or the documents referenced in the amended Section 1.

Exhibit E, Section 52 – FAR 52.204-21 Basic Safeguarding of Covered Information Systems has been added. Such should be reviewed in its entirety.

Exhibit E, Section 56 – FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition has been added. Such should be reviewed in it entirety.

As it relates to the Small Business Subcontracting Plan (Exhibit H) that has been created and included in the Agreement, my understanding is the City requested a waiver from GSA for the Small Business Subcontracting Plan due to the City's Code of Ordinances and Procurement Policy and Procedures Manual that is currently in place. I was informed GSA rejected our request. Subsequently, a Small Business Subcontracting Plan was created. I have reviewed the Small Business Subcontracting Plan and consulted with our Purchasing Manager, who also reviewed the Small Business Subcontracting Plan. While the Small Business Subcontracting Plan does appear to be in line with what GSA and the Government require, the City's Code of Ordinances does not specifically authorize preferences for small businesses (or other categories) in the bidding process. The Small Business Subcontracting Plan details what percentage of contracts will be awarded to each category of small business, essentially creating preferences. While such percentage allocation could be included in the bid documents to explain how the contract(s) would be awarded, if there is a challenge to the bid process, the Code of Ordinances would control. Thus, following the Small Business Subcontracting Plan opens the City up to a bid challenge.

Below are the consequences that exist for a failure to follow the Small Business Subcontracting Plan pursuant to the Agreement and FAR 52.219-9 Small Business Subcontracting Plan:

> (k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

Also, applicable pursuant to the Agreement is FAR 52.219-16: Liquidated Damages – Subcontracting Plan, whereby:

> (a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

If the City is found to have failed to make a good faith effort to comply with the Small Business Subcontracting Plan, the City would be required to "pay the Government liquidated damages in an amount stated.[2] The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal." The City would also be responsible for any other remedies available to the Government.

[2] The Agreement does not state the amount for the liquidated damages.

There are additional duties and responsibilities placed on the City under the Small Business Subcontracting Plan. Please make sure you and Purchasing are aware of them all, as it will affect bid documents, contract terms, notification to successful and unsuccessful bidders, the numbering codes of subcontracts awarded, reporting requirements, recordkeeping, and more. I believe this is a significant departure from how the City currently operates. Template Agreements for subcontractors will also need to be modified with terms required under the Small Business Subcontracting Plan. Again, failure to make a good faith effort to comply has the consequences outlined above.

The Agreement is otherwise approved as to legal form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MAYOR AND CITY COMMISSION

FROM: SARA HEDGES, INTERIM CITY ATTORNEY *SH*

RE: SUNRISE CENTER LEASE AGREEMENT WITH THE UNITED STATES OF AMERICA THROUGH GENERAL SERVICES ADMINISTRATION

DATE: SEPTEMBER 1, 2023

In reviewing the proposed Lease Agreement (Agreement) between the City of Fort Pierce (City) and the United States of America (Government) through General Services Administration (GSA), for the fourth (4th) floor of the Sunrise Center (the "space") to be utilized by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), there are numerous terms within the Agreement to which I believe your attention should specifically be drawn.[1] Those terms, along with concerns for certain terms, have been summarized below for your ease. The Agreement appears to be a Template, containing general terms, some of which may not be applicable to this Agreement but have not been removed or altered for the specific requirements of this Agreement. This does make it somewhat difficult to follow the Agreement and determine which terms apply and how at times.

It should be noted there are multiple attachments, in the form of Exhibits, to the Agreement. There is a provision in the Agreement that says if the agency's specific requirements conflict with the Agreement, the agency's specific requirements control (at 7.06(1) – Agreement). The agency's specific requirements are Exhibit C to the Agreement. This is important to note, as there are additional and potentially conflicting terms in Exhibit C to the Agreement.

In working with our Consultant, Kenneth Krasnow with Colliers, and speaking with GSA, terms in the Agreement have attempted to be negotiated or clarified. A video conference call was held on August 17, 2023. That resulted in clarification of some terms and some terms which GSA indicated they would get back with me to further clarify. As of today's date, those items are still outstanding, as will be noted below. I have prepared a "redlined" version[2] of the Agreement with suggested changes I believe should be included, at a minimum. I will continue to provide any updates as they become available. If there are any questions or concerns, please do not hesitate to contact me at any time.

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[1] All terms of the Agreement have not been addressed, as the Agreement is quite extensive. I have requested the Bid documents the City submitted to GSA. I have not been provided a copy of those documents at this time, so the analysis in this memo does not have the benefit of having reviewed said documents.

[2] Done in blue writing due to red writing already being used to fill in terms previously.

Lease Term:

The Agreement is for fifteen (15) years, thirteen (13) of which are firm, meaning the Government cannot terminate the Agreement during the thirteen (13) year time period (at C – Agreement). The last two (2) years can be terminated by the Government, at their discretion and without cause, with at least 90 days' written notice (at 1.05 – Agreement). There is a five (5) year renewal option, that reads that the option to renew is in the sole discretion of the Government, and the City has no say as to whether it would like to exercise the renewal option at that time (at 1.06(A) – Agreement).

Rent:

The total rent is comprised of five categories: Shell Rent, Operating Costs, Tenant Improvements Rent, Building Specific Amortized Capital (BSAC), and Parking. All improvements required under the Agreement must be financed up front by the City, including all work, labor, materials, equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, similar such fees, and all related expenses (at 1.03(J)(2) – Agreement). The City is then to be reimbursed over a thirteen (13) year period through different portions of the rent, with 0.0% interest to be paid by the Government (at 1.08(a) and 1.10 – Agreement). As explained below, language to protect the City from overage costs during the buildout could and should be included in the Agreement.

It should also be noted, the rent is based on the measurement of the space, not to exceed 5,850 ANSI/BOMA Office Area (ABOA) square feet (SF), not the 6,435 rentable square feet (RSF) (at 1.01(A) – Agreement). The ABOA SF is "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed" (at 2.01(E) – Agreement). The rent is subject to decrease based on the subsequent measurement of the ABOA SF, however, per the terms of the Agreement the rent cannot be increased if the ABOA SF is determined to be higher (at 1.03(E) – Agreement).

Shell Rent:

The Shell Rent for the first thirteen (13) years is $230,539.71 per year, $281,024.30 for years fourteen (14) and fifteen (15), and $281,024.30 for years sixteen (16) through twenty (20), should the Agreement be renewed (at 1.03 and 1.06 – Agreement). The total commission to be paid under the Agreement is $170,359.10 (at 1.04(A) – Agreement). There is a rent adjustment built into the Agreement for the "Commission Credit," which is $80,068.78 of the total commission (at 1.04(A) – Agreement). The "Commission Credit" is calculated as a reduction of the Shell Rent and shall be paid to the Broker for GSA over the first five (5) months of the lease (at 1.04(B) – Agreement). It should also be noted, this amount is subject to change if the Tenant Improvement Allowance changes (at 1.04 – Agreement).

Exhibit D to the Agreement contains the Security Requirements the City must meet under the Agreement. Of importance to the Shell Rent is the inclusion of numerous security requirements that are designated as part of the Shell Rent instead of Building Specific Amortized Capital (BSAC). This means those designated in Exhibit D as Shell Rent will not be paid back at their specific cost through the BSAC. The Shell Rent will not be adjusted for unexpected overages as the BSAC could be.

Operating Costs:

The Operating Costs portion of the rent has been calculated at $53,783.95 per year (at 1.03 – Agreement). This is $8.36 per RSF (at 1.14 – Agreement). The Operating Costs are to cover numerous costs that shall be incurred and paid by the City each year. This includes "cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy" (at 2.09 – Agreement). It should be noted, this amount is subject to increase and decrease each year based on the Cost of Living Index (at 2.09 – Agreement). If the Cost Living Index increases, the Operating Costs will increase. However, if the Cost of Living Index decreases, so shall the Operating Costs paid by the Government to the City. The specific Cost of Living Index to be utilized is not specified (i.e. whose calculation, whether it is by state, whether it is by the county, or whether it is by the city). I would recommend this be clarified with better particularity in the Agreement to avoid any ambiguity and issues in calculation in subsequent years.

The Agreement specifically states that the Operating Costs "do not include routine maintenance and/or replacement of security equipment after the one-year warranty period expires," and the Government is responsible for maintaining the security equipment after the warranty expires (at 7.06(5) – Agreement).

Tenant Improvements Rent:

The total cost for Tenant Improvements is $586,111.50, to be paid back in annual installments over thirteen (13) years with 0.0% interest paid by the Government (at 1.03(A) – Agreement). The annual rent for the Tenant Improvements is $45,085.50 (at 1.03(A) – Agreement). This equates to $100.19 per ABOA SF.

If the buildout costs exceed this specified amount contained in the Agreement, I do not believe there is specific language in the Agreement requiring the Government to pay any overages if bids come in higher than the specified amount. There is an option by which the Government **may** decide to: 1. Reduce the Tenant Improvement requirements, 2. Pay a lump for the overage upon substantial completion, or 3. Negotiate an increase in the rent (at 1.08(D) – Agreement). I do not see this, however, as a requirement of **shall**. I suggest language be added to the Agreement that if the bid amounts result in Tenant Improvements over $586,111.50, the Government **shall be required** to either: 1. Reduce the Tenant Improvement requirements, 2. Pay a lump for the overage upon substantial completion, or 3. Negotiate an increase in the rent.

Additionally, there is no language specifically stating that if the Government and the City do not agree on the Tenant Improvement costs after bids are received termination of the Agreement is permitted. I would suggest such specific language be included so there is no doubt the City will not be responsible for paying Tenant Improvement buildout costs far beyond what was expected and contemplated under the current Agreement.

In speaking with GSA and discussing the concerns related to the overage amount, they indicated they have not agreed to any overage or set aside any additional funding if there are overages for the Tenant Improvements, at this time. GSA also indicated that in previous negotiations between GSA and the City (of which this office was not a party, to

my knowledge), both agreed that any costs over the $586,111.50 would be amortized over the thirteen (13) year firm term. This, however, is not specifically reflected in the Agreement. The Agreement still includes the three options to: 1. Reduce the TI requirements, 2. Pay a lump for the overage upon substantial completion, or 3. Negotiate an increase in the rent.

I will note the specifications throughout the Agreement as to the Tenant Improvements required by the Government are extremely specific and extensive.

Building Specific Amortized Capital (BSAC):

This portion of the rent is for security related improvements, has been calculated at $12.00 per ABOA SF, and must be made available by the City upfront to the Government, with repayment amortized at 0.0% interest over the thirteen (13) year firm term of the Agreement (at 1.10 – Agreement). This calculates to a total of $70,200.00 for the BSAC (at 1.03(A) – Agreement).

The same concerns expressed above for the Tenant Improvements related to overages, requirements to pay for the overage, and lack of specific language authorizing termination exist for the BSAC as well. The same suggestions within the Tenant Improvements apply to the BSAC.

Parking[3]:

Twenty-one (21) "structured/inside" parking spaces on the top floor of the parking garage are to be reserved and secured for the exclusive use of the Government (at 1.02(A) – Agreement). I believe there is some inconsistency in the Agreement language regarding payment for the twenty-one (21) spaces to be reserved for the Government. It has been explained the City is required to provide twenty-one (21) reserved parking spots for the Government pursuant to the lease. This makes sense based on the calculations in Sections 1.03(A)-(B) of the Agreement. It is calculated that the Government will pay $50.00 per space per month for a total yearly parking space rental cost of $12,600.00 (at 1.03(A)-(B) – Agreement). This is also built into the rent calculations (at 1.03(A) – Agreement).

However, the Agreement also specifically states that "the parking charges in Section 1.03(B) shall apply for any parking spaces other than the 21 reserved and secured spaces" (at 1.02(A) – Agreement). Therefore, Section 1.02(A) and Section 1.03(B) of the Agreement appear to be in conflict with one another because one section says the $50.00 does not apply to the twenty-one (21) spaces, but another section specifically calculates the $50.00 as applying to the twenty-one (21) reserved and secured spaces. I suggest the inconsistent language in 1.02(B) of the Agreement be removed.

The only way, in my opinion, for Section 1.02(A) and Sections 1.03(A)-(B) to not be inconsistent is if the intent is other than what has been explained, and the intent is actually to require forty-two (42) spaces. This would mean the twenty-one (21) "reserved and secured" parking spaces in Section 1.02(A) of the Agreement and the twenty-one (21) "structured/inside" in Sections 1.03(A)-(B) are different spaces. Under

[3] Please see Parking discussed in further detail, apart from the rental payment terms, below.

such an interpretation, the twenty-one (21) "reserved and secured" parking spaces in Section 1.02(A) of the Agreement are different than the twenty-one (21) "structured/inside" spaces in Section 1.03(B). If this is the intent, I would suggest the ambiguity be clarified.

Additional Costs to be Paid by the City:

The following costs are also required to be paid by the City[4], the amount of which is unknown and will be unknown until incurred:

1. Cyclical painting, common areas every 3 years and the Space every 6 years (at 3.28(B) and 6.12 (A)(1)-(2) – Agreement).
2. Cyclical carpet replacement, every 6 years (at 3.30(D) and 6.12(B)(2) – Agreement).
3. Noise control expert to provide test report showing acoustical requirements have been met, if required by Government (at 3.44(D) – Agreement).
4. Computer Aided Design files (at 4.12 – Agreement).
5. Utilities (at 6.02 – Agreement).
6. Janitorial services (at 6.07 – Agreement).
7. Maintenance (at 6.11 – Agreement).
8. Radon testing and follow-up test (at 6.23 – Agreement).

Waivers of Claims:

The City cannot require the Government to restore the space and waives all claims against the Government for: 1. waste, or 2. damages, or restoration arising from or related to the Government's normal and customary use of the space during the Agreement, as well as any initial or subsequent alteration to the space, regardless of whether such alterations are performed by the City or the Government (at 2.04 – Agreement).

The Government is permitted to abandon any property within the space upon expiration or termination of the Agreement (at 2.04 – Agreement). The Government is relieved of any liability if they do so (at 2.04 – Agreement). The Government specifically does not waive claims or rights under the Agreement with their "review, approval or acceptance of, nor payment through rent of the services required" pursuant to the Agreement (3.08(C) – Agreement).

Timeline and Force Majeure:

There is a very specific timeline by which all work under the Agreement must be completed (at 4.01 – Agreement). Absent is in the Agreement is any force majeure language for delays outside of the City's fault. In my discussion with GSA, they indicated they are open to amendments to the Agreement timeline if the timeline cannot be met through no fault of the City. This, however, is not specifically written into the Agreement, so such would not ultimately be binding on the Government[5].

[4] This should not be presumed to be an exhaustive list of additional costs required to be paid by the City under the Agreement.

[5] There is an express provision that the Agreement is the entire Agreement and no previous written or oral agreements, whether express or implied, are admissible to contradict any terms of the Agreement (at Section 7 – Exhibit E).

Termination of Agreement:
The Government has expressly built in terms allowing for the Government to terminate the Agreement when there is default by the City (Section 10 – Exhibit E). There is no such reciprocal provision for the City. Further, there is no provision whatsoever allowing the City to terminate the Agreement at any point, for any reason, to include breach of contract. The City would be bound by normal litigation remedies should there be a violation or breach by the Government.

The Government also has the ability to terminate this Agreement at any time after the first thirteen (13) years for any reason, with 90 days written notice to the City (at 1.05 – Agreement).The Government has the right to set off a claim they assert against the City against monies owed to the City, and such is not a breach of the Agreement by the Government (i.e. rent) (Section 8 – Exhibit E).

Jurisdiction/Venue:
Of concern is the fact that this Agreement is controlled by Federal law (Section 14 – Exhibit E). Therefore, should litigation occur by either party, the City would be engaged in a lawsuit where Federal laws apply instead of the laws of the State of Florida. Venue is not specified, meaning it is not expressly stated such would occur in St. Lucie County.

Sovereign Immunity:
The Government has expressly preserved their right to Sovereign Immunity (Section 14 – Exhibit E). Sovereign Immunity is not expressly preserved to the City within the Agreement pursuant to Section 768.28, Florida Statutes.

Parking:
Related to parking, the twenty-one (21) "structured/inside" parking spaces on the top floor of the parking garage are to be reserved and secured for the exclusive use of the Government (at 1.02(A) – Agreement). Structured/inside is not defined in the Agreement. Exhibit C[6] to the Agreement appears to require a secure fenced/divided area or on-grade lot within a secure fenced area (at A(1)(d)(i) – Exhibit C). Fencing must be galvanized chain link fencing at least 8 feet high with a top-guard overhang extending at a 45 degree angle outward with three strands of barbed wire stalled on top of the fence (at A(1)(d)(i) – Exhibit C).

The City of Fort Pierce Code of Ordinances (the Code) at Section 125-322 titled "[f]ences, walls and hedges; installation, replacement and maintenance," prohibits barbed wire fences in certain areas, to include downtown and areas targeted for redevelopment. Even in areas in which the Code permits barbed wire on fences, with the approval of the planning director, the barbed wire cannot be placed on a fence exceeding six (6) feet in height. A fence built to the above requirements of Exhibit C appears to be in violation of the Code. In my discussions with GSA, they have indicated they are unsure whether ATF will require fencing and barbed wire. GSA indicated they would get back with me regarding this term. I have not received an answer as of today's date.

Additionally, the parking garage must meet or be upgraded, at the City's expense, to meet the National Fire Protection Association, Life Safety Code (NFPA 101), the International Code

[6] As a reminder, if the agency's specific requirements conflict with the Agreement, the agency's specific requirements control (at 7.06(1) – Agreement). The agency's specific requirements are Exhibit C to the Agreement.

Council, International Building Code (IBC), or an alternative approved by the Government (at 3.11(A) – Agreement). The cost, and if it is to be incurred, is unknown to me at this time.

Antenna, Satellite Dishes, and Related Transmission Devices:
The Agreement calls for additional space on the roof for the installation of telecommunications equipment (at 1.02(B) – Agreement). It has been suggested this may not be required. The Agreement, however, still contains such language. In speaking with GSA, they have indicated they would need to confirm with ATF whether this term is required, is being reserved for the future if decided to install, or should be removed. Also unclear is whether such installation would require additional space on the top floor of the parking garage and whether that would require additional parking spaces being occupied by the Government. As of today's date, I have not heard back from GSA.

State Statutory Language Requirements:
Pursuant to Section 404.056, Florida Statutes, the following notification is required in any rental agreement for any building:

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

I have added such language to the Agreement. The Agreement should not be signed without such language included.

Insurance:
The City is required to provide insurance as part of the building shell requirements (at 3.07(C) – Agreement). The City's standard insurance requirements were provided to Mr. Krasnow previously to provide to GSA. Additionally, through my conversation with GSA, they have indicated they are self-insured. Therefore, the Agreement will not contain the standard insurance requirements the City uses in its leases. While the City will maintain its insurance on the building, anything else would be the responsibility of the Government. I suggest it be made clear in the Agreement that the City will only provide insurance on the building itself.

Location of Office:
There are requirements for the ATF offices to be located certain distances from a Public Defender's Office and a railroad track (at (A)(1) – Exhibit C). From my calculation, the office space is within the prohibited footage and a waiver would be required. After speaking with GSA, they have indicated the site has been examined and deemed acceptable, but they are unsure if any required documentation has been obtained. They are in the process of following up with this issue. I have not received an answer as of today's date.

Small Business Concern:
Colliers has indicated the City has not provided a small business subcontracting plan to GSA or obtained a waiver from GSA. This will need to be resolved.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MAYOR AND CITY COMMISSION

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SUNRISE CENTER LEASE AGREEMENT WITH THE UNITED STATES OF AMERICA THROUGH GENERAL SERVICES ADMINISTRATION – UPDATE

DATE: OCTOBER 11, 2023

This Memorandum is to serve as an update to the September 1, 2023 Memorandum for the above referenced Lease Agreement (Agreement). All updated information is in red, bold ink with the original September 1, 2023 Memorandum language in black ink**. As you will see, below, a few terms and concerns originally noted have been addressed, but many concerns remain in place and are still of concern for entering into this Agreement.**

My understanding is the Agreement is to be placed on the October 16, 2023 City Commission Agenda. An approval as to form and correctness has been provided, with my concerns as outlined below noted. Essentially, the City Commission should be aware of the noted concerns when deciding whether to enter into this Agreement. Should there be any questions, please do not hesitate to contact me at any time.

In reviewing the proposed Lease Agreement (Agreement) between the City of Fort Pierce (City) and the United States of America (Government) through General Services Administration (GSA), for the fourth (4th) floor of the Sunrise Center (the "space") to be utilized by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), there are numerous terms within the Agreement to which I believe your attention should specifically be drawn.[1] Those terms, along with concerns for certain terms, have been summarized below for your ease. The Agreement appears to be a Template, containing general terms, some of which may not be applicable to this Agreement but have not been removed or altered for the specific requirements of this Agreement. This does make it somewhat difficult to follow the Agreement and determine which terms apply and how at times.

It should be noted there are multiple attachments, in the form of Exhibits, to the Agreement. There is a provision in the Agreement that says if the agency's specific requirements conflict with the Agreement, the agency's specific requirements control (at 7.06(1) – Agreement). The

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agency's specific requirements are Exhibit C to the Agreement. This is important to note, as there are additional and potentially conflicting terms in Exhibit C to the Agreement.

In working with our Consultant, Kenneth Krasnow with Colliers, and speaking with GSA, terms in the Agreement have attempted to be negotiated or clarified. A video conference call was held on August 17, 2023. That resulted in clarification of some terms and some terms which GSA indicated they would get back with me to further clarify. As of today's date, those items are still outstanding, as will be noted below. I have prepared a "redlined" version[2] of the Agreement with suggested changes I believe should be included, at a minimum. I will continue to provide any updates as they become available. If there are any questions or concerns, please do not hesitate to contact me at any time.

Lease Term:

No Changes.

The Agreement is for fifteen (15) years, thirteen (13) of which are firm, meaning the Government cannot terminate the Agreement during the thirteen (13) year time period (at C – Agreement). The last two (2) years can be terminated by the Government, at their discretion and without cause, with at least 90 days' written notice (at 1.05 – Agreement). There is a five (5) year renewal option, that reads that the option to renew is in the sole discretion of the Government, and the City has no say as to whether it would like to exercise the renewal option at that time (at 1.06(A) – Agreement).

Rent:

The language has been changed from "may" to "shall" in regards to the Tenant Improvement Allowance and Building Specific Amortized Capital overages. This means the Government will be required to either: 1. Reduce the Tenant Improvement requirements, 2. Pay a lump for the overage upon substantial completion, or 3. Negotiate an increase in the rent for any overages from what is currently budgeted in the Agreement (at 1.08(D) – Agreement). Termination language has still not been included. Therefore, if the costs are above what the City expects or desires to pay for the buildout of this space, there is no provision permitting termination of the Agreement. All other terms and concerns addressed below remain the same.

The total rent is comprised of five categories: Shell Rent, Operating Costs, Tenant Improvements Rent, Building Specific Amortized Capital (BSAC), and Parking. All improvements required under the Agreement must be financed up front by the City, including all work, labor, materials, equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, similar such fees, and all related expenses (at 1.03(J)(2) – Agreement). The City is then to be reimbursed over a thirteen (13) year period through different portions of the rent, with 0.0% interest to be paid by the Government (at 1.08(a) and 1.10 – Agreement). As explained below, language to protect the City from overage costs during the buildout could and should be included in the Agreement.

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The Agreement specifically states that the Operating Costs "do not include routine maintenance and/or replacement of security equipment after the one-year warranty period expires," and the Government is responsible for maintaining the security equipment after the warranty expires (at 7.06(5) – Agreement).

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I will note the specifications throughout the Agreement as to the Tenant Improvements required by the Government are extremely specific and extensive.

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The same concerns expressed above for the Tenant Improvements related to overages, requirements to pay for the overage, and lack of specific language authorizing termination exist for the BSAC as well. The same suggestions within the Tenant Improvements apply to the BSAC.

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Twenty-one (21) "structured/inside" parking spaces on the top floor of the parking garage are to be reserved and secured for the exclusive use of the Government (at 1.02(A) – Agreement). I believe there is some inconsistency in the Agreement language regarding payment for the twenty-one (21) spaces to be reserved for the Government. It has been explained the City is required to provide twenty-one (21) reserved parking spots for the Government pursuant to the lease. This makes sense based on the calculations in Sections 1.03(A)-(B) of the Agreement. It is calculated that the Government will pay $50.00 per space per month for a total yearly parking space rental cost of $12,600.00 (at 1.03(A)-(B) – Agreement). This is also built into the rent calculations (at 1.03(A) – Agreement).

However, the Agreement also specifically states that "the parking charges in Section 1.03(B) shall apply for any parking spaces other than the 21 reserved and secured spaces" (at 1.02(A) – Agreement). Therefore, Section 1.02(A) and Section 1.03(B) of the Agreement appear to be in conflict with one another because one section says the $50.00 does not apply to the twenty-one (21) spaces, but another section specifically calculates the $50.00 as applying to the twenty-one (21) reserved and secured spaces. I suggest the inconsistent language in 1.02(B) of the Agreement be removed.

The only way, in my opinion, for Section 1.02(A) and Sections 1.03(A)-(B) to not be inconsistent is if the intent is other than what has been explained, and the intent is actually to require forty-two (42) spaces. This would mean the twenty-one (21) "reserved and secured" parking spaces in Section 1.02(A) of the Agreement and the twenty-one (21) "structured/inside" in Sections 1.03(A)-(B) are different spaces. Under such an interpretation, the twenty-one (21) "reserved and secured" parking spaces in Section 1.02(A) of the Agreement are different than the twenty-one (21) "structured/inside" spaces in Section 1.03(B). If this is the intent, I would suggest the ambiguity be clarified.

Additional Costs to be Paid by the City:

No changes.

The following costs are also required to be paid by the City[4], the amount of which is unknown and will be unknown until incurred:

1. Cyclical painting, common areas every 3 years and the Space every 6 years (at 3.28(B) and 6.12 (A)(1)-(2) – Agreement).
2. Cyclical carpet replacement, every 6 years (at 3.30(D) and 6.12(B)(2) – Agreement).
3. Noise control expert to provide test report showing acoustical requirements have been met, if required by Government (at 3.44(D) – Agreement).
4. Computer Aided Design files (at 4.12 – Agreement).

[3] Please see Parking discussed in further detail, apart from the rental payment terms, below.

[4] This should not be presumed to be an exhaustive list of additional costs required to be paid by the City under the Agreement.

5. Utilities (at 6.02 – Agreement).
6. Janitorial services (at 6.07 – Agreement).
7. Maintenance (at 6.11 – Agreement).
8. Radon testing and follow-up test (at 6.23 – Agreement).

Waivers of Claims:

No changes.

The City cannot require the Government to restore the space and waives all claims against the Government for: 1. waste, or 2. damages, or restoration arising from or related to the Government's normal and customary use of the space during the Agreement, as well as any initial or subsequent alteration to the space, regardless of whether such alterations are performed by the City or the Government (at 2.04 – Agreement).

The Government is permitted to abandon any property within the space upon expiration or termination of the Agreement (at 2.04 – Agreement). The Government is relieved of any liability if they do so (at 2.04 – Agreement). The Government specifically does not waive claims or rights under the Agreement with their "review, approval or acceptance of, nor payment through rent of the services required" pursuant to the Agreement (3.08(C) – Agreement).

Timeline and Force Majeure:

No changes.

There is a very specific timeline by which all work under the Agreement must be completed (at 4.01 – Agreement). Absent is in the Agreement is any force majeure language for delays outside of the City's fault. In my discussion with GSA, they indicated they are open to amendments to the Agreement timeline if the timeline cannot be met through no fault of the City. This, however, is not specifically written into the Agreement, so such would not ultimately be binding on the Government[5].

Termination of Agreement:

No changes.

The Government has expressly built in terms allowing for the Government to terminate the Agreement when there is default by the City (Section 10 – Exhibit E). There is no such reciprocal provision for the City. Further, there is no provision whatsoever allowing the City to terminate the Agreement at any point, for any reason, to include breach of contract. The City would be bound by normal litigation remedies should there be a violation or breach by the Government.

The Government also has the ability to terminate this Agreement at any time after the first thirteen (13) years for any reason, with 90 days written notice to the City (at 1.05 –

[5] There is an express provision that the Agreement is the entire Agreement and no previous written or oral agreements, whether express or implied, are admissible to contradict any terms of the Agreement (at Section 7 – Exhibit E).

Agreement).The Government has the right to set off a claim they assert against the City against monies owed to the City, and such is not a breach of the Agreement by the Government (i.e. rent) (Section 8 – Exhibit E).

Jurisdiction/Venue:

No changes.

Of concern is the fact that this Agreement is controlled by Federal law (Section 14 – Exhibit E). Therefore, should litigation occur by either party, the City would be engaged in a lawsuit where Federal laws apply instead of the laws of the State of Florida. Venue is not specified, meaning it is not expressly stated such would occur in St. Lucie County.

Sovereign Immunity:

No changes.

The Government has expressly preserved their right to Sovereign Immunity (Section 14 – Exhibit E). Sovereign Immunity is not expressly preserved to the City within the Agreement pursuant to Section 768.28, Florida Statutes.

Parking:

Language was added that the Agency Requirements (at Exhibit C) shall control over conflicting language in the Agreement "with the exception in the design for the secured parking" (7.06(A) – Agreement). Also, language was added to the Agreement stating "the Government agrees to secure their reserved parking spaces in an aesthetically pleasing manner, subject to the [City's] reasonable approval" (at 1.02(A) – Agreement). The fencing and barbed wire language within Exhibit C at ((A)(1)(d), (A)(2)(d), and Exhibit #19 is either struck through or removed. (at Exhibit C). Language has been added that the minimum requirements for secure parking enclosure is "to be determined during design" (at (A)(1)(d)(i) - Exhibit C). The following language has been added to Exhibit #19 to Exhibit C: "Additional parking requirements to be determined by the agency during the design phase of the project" (at Exhibit C).

While the language regarding parking as now included is not against our Code of Ordinances, the vagueness of the parking buildout requirements is of concern. Should the parties not be in agreement to the parking design as the design is created (which is after the signing of the Agreement) or its aesthetically pleasing nature, litigation could be the result. Additionally, there is no provision allowing for termination of the Agreement, should the parties not be in agreement as to the design for the secured parking spaces.

Related to parking, the twenty-one (21) "structured/inside" parking spaces on the top floor of the parking garage are to be reserved and secured for the exclusive use of the Government (at 1.02(A) – Agreement). Structured/inside is not defined in the Agreement. Exhibit C[6] to the

[6] As a reminder, if the agency's specific requirements conflict with the Agreement, the agency's specific requirements control (at 7.06(1) – Agreement). The agency's specific requirements are Exhibit C to the Agreement.

Agreement appears to require a secure fenced/divided area or on-grade lot within a secure fenced area (at A(1)(d)(i) – Exhibit C). Fencing must be galvanized chain link fencing at least 8 feet high with a top-guard overhang extending at a 45 degree angle outward with three strands of barbed wire stalled on top of the fence (at A(1)(d)(i) – Exhibit C).

The City of Fort Pierce Code of Ordinances (the Code) at Section 125-322 titled "[f]ences, walls and hedges; installation, replacement and maintenance," prohibits barbed wire fences in certain areas, to include downtown and areas targeted for redevelopment. Even in areas in which the Code permits barbed wire on fences, with the approval of the planning director, the barbed wire cannot be placed on a fence exceeding six (6) feet in height. A fence built to the above requirements of Exhibit C appears to be in violation of the Code. In my discussions with GSA, they have indicated they are unsure whether ATF will require fencing and barbed wire. GSA indicated they would get back with me regarding this term. I have not received an answer as of today's date.

Additionally, the parking garage must meet or be upgraded, at the City's expense, to meet the National Fire Protection Association, Life Safety Code (NFPA 101), the International Code Council, International Building Code (IBC), or an alternative approved by the Government (at 3.11(A) – Agreement). The cost, and if it is to be incurred, is unknown to me at this time.

Antenna, Satellite Dishes, and Related Transmission Devices:

Language has been added to the Agreement stating the antenna equipment will be affixed "in an aesthetically pleasing manner, subject to the [City's] reasonable approval" (at 1.02(B) – Agreement). The vagueness of this term could result in litigation if the parties are not able to agree on the placement of the antenna equipment. Additionally, there is no provision allowing for termination of the Agreement, should the parties not be in agreement as to the "aesthetically pleasing manner" of placement of the antenna equipment.

The Agreement calls for additional space on the roof for the installation of telecommunications equipment (at 1.02(B) – Agreement). It has been suggested this may not be required. The Agreement, however, still contains such language. In speaking with GSA, they have indicated they would need to confirm with ATF whether this term is required, is being reserved for the future if decided to install, or should be removed. Also unclear is whether such installation would require additional space on the top floor of the parking garage and whether that would require additional parking spaces being occupied by the Government. As of today's date, I have not heard back from GSA.

State Statutory Language Requirements:

Language has been added to comport with the radon gas notification requirements in Section 404.056, Florida Statutes (at 6.23 – Agreement).

Pursuant to Section 404.056, Florida Statutes, the following notification is required in any rental agreement for any building:

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

I have added such language to the Agreement. The Agreement should not be signed without such language included.

Insurance:

No changes.

The City is required to provide insurance as part of the building shell requirements (at 3.07(C) – Agreement). The City's standard insurance requirements were provided to Mr. Krasnow previously to provide to GSA. Additionally, through my conversation with GSA, they have indicated they are self-insured. Therefore, the Agreement will not contain the standard insurance requirements the City uses in its leases. While the City will maintain its insurance on the building, anything else would be the responsibility of the Government. I suggest it be made clear in the Agreement that the City will only provide insurance on the building itself.

Location of Office:

The location requirements within Exhibit C that would have prohibited the Sunrise Center as an ATF approved location have been stricken (at (A)(1) – Exhibit C).

There are requirements for the ATF offices to be located certain distances from a Public Defender's Office and a railroad track (at (A)(1) – Exhibit C). From my calculation, the office space is within the prohibited footage and a waiver would be required. After speaking with GSA, they have indicated the site has been examined and deemed acceptable, but they are unsure if any required documentation has been obtained. They are in the process of following up with this issue. I have not received an answer as of today's date.

Small Business Concern:

To my knowledge, this has not been addressed by the City.

Colliers has indicated the City has not provided a small business subcontracting plan to GSA or obtained a waiver from GSA. This will need to be resolved.

City of Fort Pierce
INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN

I. IDENTIFICATION DATA:

Address: **310 Orange Ave, Fort Pierce, FL 34950**
Date Prepared: **December 20, 2023**
Description of Lease: **15 years, 13 years firm GSA Lease**
Request for Lease Proposal Number: **6FL0489**
Lease Number: **GS-04P-LFL00449**

II. LEASE PERIODS AND ESTIMATED LEASE DOLLAR VALUE

Firm Term: **13 years**
Non-Firm Term: **2 years**
Option: **5 years**

Total Estimated Lease Value - $6,948,176.83
Firm Term $4,516,319.08
Non-Firm Term: $694,816.50
Option Period: $1,737,041.25

Place of Performance: 310 Orange Ave, Fort Pierce, FL 34950

Unique Entity Identifier (UEI): HD7SD9PNKNA5

III. GOALS:

City of Fort Pierce provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

Firm Term (expressed in dollars and percentages of the total dollars planned to be subcontracted) **Years 1 - 13**		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. Total Dollars to be Subcontracted	$984,291.36	100%
2. Other than Small Businesses/Large Businesses	$639,789.38	65%
3. All Small Businesses (including ANCs & Indian tribes)	$344,501.98	35%
4. Veteran-Owned Small Businesses (VOSB)[1]	$49,214.57	5%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	$29,528.74	3%
6. HUBZone Small Business (HUBZone)	$39,371.65	4%

[1] Items 4 through 8 stand on their own. They do not equate to the small business total. Refer to "How to do the math" tips in the instructions.

7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	$59,057.48	6%
8. Women-Owned Small Businesses (WOSB)	$49,214.57	5%

If applicable:

Non-Firm Term (expressed in dollars and percentages of total dollars planned to be subcontracted) **Years 14 – 15**		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. Total Dollars to be Subcontracted	$61,258.44	100%
2. Other than Small Businesses/Large Businesses	$39,817.99	65%
3. All Small Businesses (including ANCs & Indian tribes)	$21,440.45	35%
4. Veteran-Owned Small Businesses (VOSB)	$3,062.92	5%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	$1,837.75	3%
6. HUBZone Small Business (HUBZone)	$2,450.34	4%
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	$3,675.51	6%
8. Women-Owned Small Businesses (WOSB)	$3,062.92	5%

If applicable (for each option): One 5-year Option

Option (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. Total Dollars to be Subcontracted	$153,146.10	100%
2.Other than Small Businesses/ Large Businesses	$99,544.97	65%
3. All Small Businesses (including ANCs & Indian tribes)	$53,601.14	35%
4. Veteran-Owned Small Businesses (VOSB)	$7,657.31	5%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	$4,594.38	3%
6. HUBZone Small Business (HUBZone)	$6,125.84	4%
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	$9,188.77	6%
8. Women-Owned Small Businesses (WOSB)	$7,657.31	5%

Total (Firm term + Non-firm Term + Option(s)):

TOTAL LEASE GOALS (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	**DOLLARS**	**PERCENT**
1. Total Dollars to be Subcontracted	$1,198,695.90	100%
2.Other than Small Businesses/ Large Businesses	$779,152.34	65%
3. All Small Businesses (including ANCs & Indian tribes)	$419,543.57	35%
4. Veteran-Owned Small Businesses (VOSB)	$59,934.80	5%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	$35,960.88	3%
6. HUBZone Small Business (HUBZone)	$47,947.84	4%

7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	$71,921.75	6%
8. Women-Owned Small Businesses (WOSB)	$59,934.80	5%

IV. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:

The principal types of supplies and/or services that **City of Fort Pierce** anticipates to be subcontracted and the identification of the type of business concern planned are as follows.

Business Category or Size
Construction

Supplies/Services	OTSB/ Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Paint		X		X	X	X	X
Carpet	X	X	X				X
Drywall	X			X		X	
Electrical	X	X					X
Plumbing	X	X					X
Mechanical	X	X		X		X	X

Business Category or Size
Recurring Services

Supplies/Services	OTSB/Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Janitorial	X	X					X
HVAC Maintenance and Repairs	X	X	X			X	
Electrical Repairs		X	X	X	X	X	X
Plumbing Repairs		X	X	X	X	X	X
Generator Maintenance	X						
Exterior Landscaping		X			X	X	X
Waste Removal	X						

Business Category or Size
Other Subcontracted Supplies and/or Services

Supplies/Services	OTSB/ Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Electrical	X	X					
Plumbing	X	X					

V. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:
City of Fort Pierce used the following method to develop the subcontracting goals:
Areas to be subcontracted were based on standard GSA subcontracting plan requirements, previous transaction experience and the needs of the community. All small business concerns capabilities were determined from previous contracts with minority and small business trade associations and include but not limited to contacts with business development organizations, attendance at small and minority business procurements and trade fairs.

VI. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES:

City of Fort Pierce identifies potential subcontractors using the following source lists and organizations:
SAM.gov database, service organizations, small business trade associations, GSA Office of Small Business Utilization, Small Business Administration (SBA), Procurement Technical Assistance Center.

VII. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS:

Indirect costs _____HAVE BEEN (or) _X__HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

If indirect costs HAVE been included[2], the method used to determine the proportionate share of indirect costs to be incurred with small business concerns was as follows:

_____
_____
_____

VIII. PROGRAM ADMINISTRATOR:

[2] Including indirect costs may be beneficial to avoid "0" dollar goals. If indirect costs are included in the goals, these costs must be included in the Standard Form 294 report submitted after award.

Name: _____

Title/Position: _____

Address: _____

City/State/Zip Code: _____

Telephone number: _____

Email Address: _____

Alternate POC with contact information: _____

Duties: FAR clause 52.219-9(e) requires the contractor to perform the following functions in order to effectively implement this plan to the extent, consistent with efficient contract performance:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.

3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.

4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the System for Award Management (SAM) database or by contacting SBA.

5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

6. For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract

offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBZone, SDB or WOSB.

7. Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

Other ways the Plan Administrator can ensure the company meets the goals of the plan **demonstrating "good faith effort"**:

X Develop and promote company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
X Develop and maintain bidders' lists of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns from all possible sources.
____Ensure periodic rotation of potential subcontractors on bidders' lists.
X Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
X Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns
X Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
X Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
X Oversee the establishment and maintenance of contract and subcontract award records.
X Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
____Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
____Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
____Develop and maintain an incentive program for buyers that support the subcontracting program.
X Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.
____Prepare and submit timely reports as outlined in Section VII.
X Coordinate the company's activities during compliance reviews by Federal agencies.
____Promote opportunities for small businesses on the company website
____ (List any additional duties)

IX. EQUITABLE OPPORTUNITY:

City of Fort Pierce will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities:

A. Outreach efforts to obtain sources by:
___ Contacting minority and small business trade associations
___ Contacting business development organizations
X Requesting sources from the Dynamic Small Business Search (Link to Dynamic Small Business Search)
X Attending small and minority business trade fairs and procurement conferences

B. Internal efforts to guide and encourage purchasing personnel:
___ Presenting workshops, seminars and training programs
X Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts
X Monitoring activities to evaluate compliance with the subcontracting plan

C. Other Additional efforts:

_____
_____
_____
_____

X. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

City of Fort Pierce agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of the subcontracting plan threshold listed in FAR 19.702 to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

XI. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS

City of Fort Pierce agrees to assign North American Industry Classification System (NAICS) codes to subcontracts and further agrees to provide the socio-economic status of the successful subcontractor in the notification to the unsuccessful offerors for the subcontracts in accordance with FAR 52.219-9.

XII. REPORTING AND COOPERATION:

City of Fort Pierce agrees to:
(10)(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the SF 294 (Individual Subcontract Report)** to the LCO, and the Summary Subcontract Report (SSR) ** using the Electronic Subcontracting Reporting System (eSRS) (*http://www.esrs.gov*), following the instructions in the eSRS;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 to the LCO and/or the SSR** using the eSRS;

(v) Provide its prime contract number and its UEI and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require each subcontractor with a subcontracting plan to provide the prime contract number and its own UEI, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

Calendar Period	Report Due	Date Due[3]	Submit Report to:
10/01--03/31	SF294*	04/30	LCO
04/01--09/30	SF294*	10/30	LCO
10/01--09/30	SSR**	10/30	eSRS

SF 294s are submitted until further notice in lieu of the ISRs.
*****File the SSRs in the government-wide eSRS system as required by FAR clause 52.219-9(l).***

XIII. RECORDKEEPING:

City of Fort Pierce will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

1. Source lists (*e.g.,* SAM), guides, and other data that identify *SB* (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

[3] The dates listed are considered “no later than”. Thus, the ISRs must be submitted to the LCO no later than these dates, April 30 and October 30, respectively, and the SSR must be entered into the eSRS system no later than October 30 each year.

2. Organizations contacted in an attempt to locate sources that are *SB* (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

3. Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold as defined in FAR 2.101 as of the date of the subcontract award, indicating:
   (A) Whether small business concerns were solicited and, if not, why not;
   (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
   (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
   (D) Whether HUBZone small business concerns were solicited and, if not, why not;
   (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
   (F) Whether women-owned small business concerns were solicited and, if not, why not; and
   (G) If applicable, the reason award was not made to a small business concern.

4. Records of any outreach efforts to contact
   (A) Trade associations;
   (B) Business development organizations;
   (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
   (D) Veterans service organizations

5. Records of internal guidance and encouragement provided to buyers through
   (A) Workshops, seminars, training, etc.; and,
   (B) Monitoring performance to evaluate compliance with the program's requirements.

6. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. ***Contractors having commercial plans need not comply with this requirement.***

7. Other records to support your compliance with the subcontracting plan:

_____
_____
_____
_____

XIV. ADDITIONAL ASSURANCES:

1. **City of Fort Pierce** will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.

2. **City of Fort Pierce** will provide the Lease Contracting Officer with a written explanation if the lessor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Lease Contracting Officer within 30 days of contract completion.

3. **City of Fort Pierce** will not prohibit a subcontractor from discussing with the Lease Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor.

4. **City of Fort Pierce** assures that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the Lease Contracting Officer if **City of Fort Pierce** pays a reduced or an untimely payment to a small business subcontractor (see FAR clause 52.242-5).

XV. COMMITMENT TO MAKE A GOOD FAITH EFFORT[4] *(Also refer to 13 CFR 125.3(d), Determination of Good Faith Effort as well as FAR 19.705-7)*

In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take.

City of Fort Pierce will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:
See Section IV, Section VIII and Section IX.

_____
_____
_____
_____

The above requirements will be negotiated with the Lease Contracting Officer prior to approval. The Lease Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

XVI. STATUTORY REQUIREMENTS (FAR 19.702 and FAR clause 52.219-9(c))
The undersigned recognizes the statutory requirements for a subcontracting plan. The subcontracting plan will be negotiated with the Lease Contracting Officer in the time specified. The plan must be approved prior to contract award, option exercise, or renewal. The Lease Contracting Officer must ensure per FAR 19.705-5(a)(5) that an

[4] Described in SBA regulations at 13 CFR125.3(d)(3) as well as FAR 19.705-7

acceptable plan is incorporated into and made a material part of the contract. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
As stated in 15 U.S.C. 637(d)(8) as implemented under FAR 52.219-16, *Liquidated damages,* any contractor or subcontractor failing to comply in good faith with the requirements an approved subcontracting plan required by the clause of the contract "Utilization of Small Business Concerns" shall be a **material breach of the contract and may be considered in any past performance evaluation of the Contractor**. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's **failure to make a good faith effort** to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

SIGNATURE REQUIRED:

SUBMITTED by: **City of Fort Pierce**

Signature: _____

Typed Name: _____

Company Title: _____

Date Signed: _____

Government Lease Contracting Officer APPROVAL[5]:

Signature: _____

Printed Name: _____

Agency: _____

Date Signed: _____

[5] [Lease] Contracting Officer may indicate their approval by signing the plan, although not required. Approval is indicated when the negotiated subcontracting plan becomes a material part of the lease usually as an Exhibit upon award as required by FAR 19.705-5(a)(5) and FAR clause 52.219-9(c)(1).

SBS CALC

310 Orange Ave, Fort Pierce, FL

Lease RSF	6,435	
OpEx/RSF	$8.36	
OpEx/RSF (minus Electrical and Utilities)	$4.76	$23,167.38
TI Allowance	$586,111.50	

	Firm Term
	Yrs 1-13
OpEx	$398,179.86
TI	$586,111.50
TOTAL	$984,291.36

	Non-Firm Term
	Yrs 14-15
OpEx	$61,258.44
TI	$-
TOTAL	$61,258.44

	Option Term
	Yrs 16-20
OpEx	$153,146.10
TI	$-
TOTAL	$153,146.10

Subcontracting Plan

	Firm Term
	Yrs 1-13
100%	$984,291.36
65%	$639,789.38
35%	$344,501.98
5%	$49,214.57
3%	$29,528.74
4%	$39,371.65
6%	$59,057.48
5%	$49,214.57

	Non-Firm Term
	Yrs 14-15
100%	$61,258.44
65%	$39,817.99

35%	$21,440.45
5%	$3,062.92
3%	$1,837.75
4%	$2,450.34
6%	$3,675.51
5%	$3,062.92

	Option Term
	Yrs 16-20
100%	$153,146.10
65%	$99,544.97
35%	$53,601.14
5%	$7,657.31
3%	$4,594.38
4%	$6,125.84
6%	$9,188.77
5%	$7,657.31

	Firm + Non-Firm Term + Option
	Yrs 1-20
100%	$1,198,695.90
65%	$779,152.34
35%	$419,543.57
5%	$59,934.80
3%	$35,960.88
4%	$47,947.84
6%	$71,921.75
5%	$59,934.80

$3.60

Total Lease Value

$4,516,319.08	Yrs 1-13
$694,816.50	Yrs 14-15
$1,737,041.25	Yrs 16-20 (Option)
$6,948,176.83	Total (Firm + Non-Firm+ Option)

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
	2	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	3	GSAR 552.270-11	SUCCESSORS BOUND
	4	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	5	GSAR 552.270-24	STATEMENT OF LEASE
	6	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	7	GSAR 552.270-26	NO WAIVER
	8	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	9	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	10	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
	11	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
	12	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	13	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	14	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	15	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	16	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	17	GSAR 552.270-12	ALTERATIONS
	18	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	19	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	20	GSAR 552.270-31	PROMPT PAYMENT
	21	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	22	GSAR 552.270-20	PAYMENT (DEVIATION)
	23	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	24	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	25	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	26	FAR 52.203-7	ANTI-KICKBACK PROCEDURES

	27	FAR 52.223-6	DRUG-FREE WORKPLACE
	28	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	29	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	30	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
	31	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	32	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	33	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	34	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	35	FAR 52.233-1	DISPUTES
LABOR STANDARDS	36	FAR 52.222-26	EQUAL OPPORTUNITY
	37	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	38	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	39	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	40	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	41	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SMALL BUSINESS	42	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	43	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	44	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
	45	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	46	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	47	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	48	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	49	FAR 52.204-2	SECURITY REQUIREMENTS
	50	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

	51	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	52	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
	53	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	54	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	55	FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
	56	FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - PROHIBITION
OTHER	57	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	58	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless

(a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);

(b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

3. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of

estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

9. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon

issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

(a) *Prior to acceptance of the space*. Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.

(b) *After acceptance of the space*. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:

(1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;

(2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenantable;

(3) Terminate the lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) *Damages*. The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

(1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government’s aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other reprocurement costs.

(2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays*.

(1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:

(i) the delay in substantially completing any work or performing any services arises from excusable delays, and

(ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.

(2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

(f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

(1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;

(2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;

(3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and

(4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

12. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

13. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

14. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

(a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

(b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.

(c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.

(d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

15. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

(a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.

(b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenantable, or not usable for their intended purpose:

(1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.

(2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.

(i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.

(ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

(3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.

(4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

16. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

17. GSAR 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

18. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)

(a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.

(b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.

(c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

19. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

20. GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the ‘‘Renegotiation Board Interest Rate,’’ and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

21. FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

22. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

(a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:

(1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or

(2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

(d) Common Area Factor (CAF). The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% (11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF.

(e) Rentable Square Footage (RSF). The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: ABOA SF of Space x (1 + CAF) = RSF.

23. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

24. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over $6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

25. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee,* as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee,* as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence,* as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

26. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over $150,000 total contract value.)

This clause is incorporated by reference.

27. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

28. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(Applicable to leases over $6 Million total contract value.)

This clause is incorporated by reference.

29. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

30. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over $2,000,000.)

This clause is incorporated by reference.

31. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

32. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

(a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

(b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

(3) A lump sum equitable adjustment. or

(4) An adjustment of the operating cost base, if applicable.

(c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

33. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

35. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

36. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

37. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

38. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2023)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

39. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)

(a) *Definitions*. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over $15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

41. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)

This clause is incorporated by reference.

42. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

(Applicable to leases over $35,000 total contract value.)

This clause is incorporated by reference.

43. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over $2,000,000 total contract value.)

This clause is incorporated by reference.

44. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

This clause is incorporated by reference.

45. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (SEP 2023)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

46. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) ALTERNATE III (JUN 2020)

(Applicable to leases over $750,000 total contract value.)

This clause is incorporated by reference.

47. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over $750,000 total contract value.)

This clause is incorporated by reference.

48. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over $30,000 total contract value.)

This clause is incorporated by reference.

49. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

50. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

51. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

This clause is incorporated by reference.

52. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

53. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

This clause is incorporated by reference.

54. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

This clause is incorporated by reference.

55. FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

This clause is incorporated by reference.

56. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by

paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

57. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

58. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/browse/index/gsam.

Compare Results

Old File:

3517B General Clauses (Oct. 2023).pdf

21 pages (268 KB)

10/12/23, 1:16:43 PM

versus

New File:

Attachment 4 - 3517B General Clauses (Dec. 2023).pdf

23 pages (256 KB)

12/7/23, 1:55:29 PM

Total Changes

80

Text only comparison

Content

13 Replacements

34 Insertions

33 Deletions

Styling and Annotations

0 Styling

0 Annotations

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
	2	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	3	GSAR 552.270-11	SUCCESSORS BOUND
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The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless

(a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);

(b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

3. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of

estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

9. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon

issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

(a) *Prior to acceptance of the space*. Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.

(b) *After acceptance of the space*. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:

(1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;

(2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenantable;

(3) Terminate the lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) *Damages*. The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

(1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government’s aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other reprocurement costs.

(2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays*.

(1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:

(i) the delay in substantially completing any work or performing any services arises from excusable delays, and

(ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.

(2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

(f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

(1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;

(2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;

(3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and

(4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

12. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

13. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

14. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

(a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

(b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.

(c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.

(d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

15. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

(a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.

(b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenantable, or not usable for their intended purpose:

(1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.

(2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.

(i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.

(ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

(3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.

(4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

16. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

17. GSAR 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

18. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)

(a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.

(b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.

(c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

19. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

20. GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the ‘‘Renegotiation Board Interest Rate,’’ and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

21. FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

22. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

(a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:

(1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or

(2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

(d) Common Area Factor (CAF). The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% (11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF.

(e) Rentable Square Footage (RSF). The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: ABOA SF of Space x (1 + CAF) = RSF.

23. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

24. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over $6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

25. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee,* as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee,* as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence,* as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

26. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over $150,000 total contract value.)

This clause is incorporated by reference.

27. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

28. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(Applicable to leases over $6 Million total contract value.)

This clause is incorporated by reference.

29. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

30. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over $2,000,000.)

This clause is incorporated by reference.

31. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

32. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

(a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

(b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

(3) A lump sum equitable adjustment. or

(4) An adjustment of the operating cost base, if applicable.

(c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

33. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

35. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

36. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

37. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

38. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2023)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

39. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)

(a) *Definitions*. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over $15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

41. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)

This clause is incorporated by reference.

42. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

(Applicable to leases over $35,000 total contract value.)

This clause is incorporated by reference.

43. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over $2,000,000 total contract value.)

This clause is incorporated by reference.

44. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

This clause is incorporated by reference.

45. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (SEP 2023)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

46. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) ALTERNATE III (JUN 2020)

(Applicable to leases over $750,000 total contract value.)

This clause is incorporated by reference.

47. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over $750,000 total contract value.)

This clause is incorporated by reference.

48. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over $30,000 total contract value.)

This clause is incorporated by reference.

49. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

50. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

51. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

This clause is incorporated by reference.

52. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

53. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

This clause is incorporated by reference.

54. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

This clause is incorporated by reference.

55. FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

This clause is incorporated by reference.

56. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by

paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

57. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

58. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/browse/index/gsam.

City Commission Regular Meeting - 5:05 pm **15. a.**

Meeting Date: 02/20/2024

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

City Manager's Report

Form Review

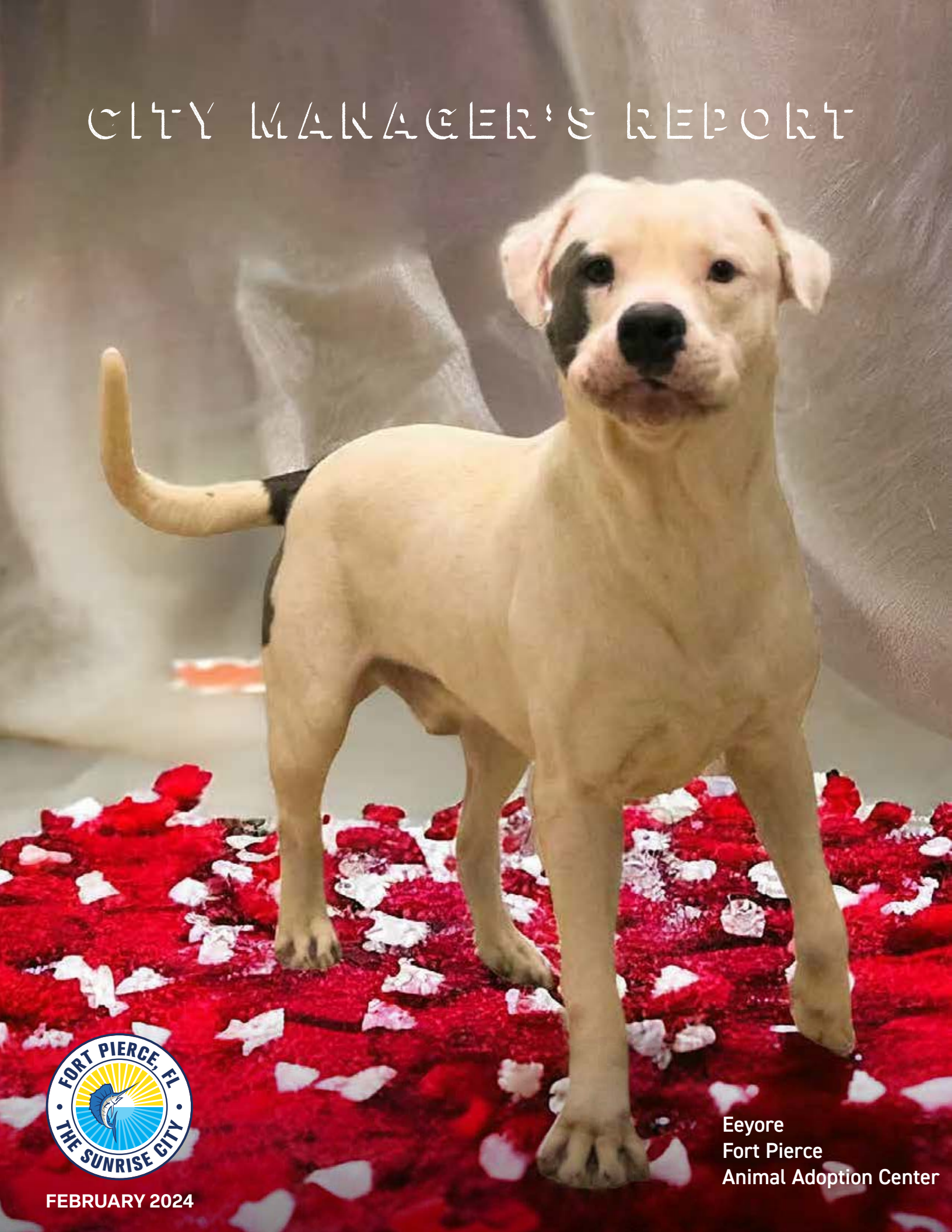
Form Started By: Jennifer Robinson Started On: 01/25/2024 01:57 PM

Final Approval Date: 01/25/2024

Purchase Order Approvals between $10,000 to $50,000 by the City Manager from January 1, 2024 to January 31, 2024

Department	Vendor Name	Description	Total Amount	Budget Code	Fund Description
ENGINEERING	ENVIRONMENTAL PRODUCTS GROUP	Street Sweeping Rentals	$41,000.00	4034300-544100 RENTALS & LEASES / EQUIPMENT	STORMWATER UTILITY EXP
ENGINEERING	ECONOLITE SYSTEMS, INC.	Time and Materials Rate for Traffic Services	$50,000.00	0014400-534900 CONTRACTUAL SVC / MSC CONT FEE	ENGINEERING
GOLF - MAINTENANCE	SYSTEMATIC SERVICES, INC.	Irrigation Pump and Repairs	$11,500.00	4054502-546310 REPAIR & MAINTEN / IRRIGATION	GOLF COURSE
GRANTS ADMINISTRATION	MAIN STREET OF FORT PIERCE,INC	Mainstreet Fort Pierce FY 23 - 24	$50,000.00	1039002-582200 AID TO PRIVATE ORG / DT MAINST	CDBG GRANTS & AID
INFORMATION TECHNOLOGY	VERMONT SYSTEMS, INC.	Vermont Systems Annual Maintenance Renewal	$20,454.91	4054500-546750 REPAIR & MAINTEN / SOFTWARE	GOLF COURSE
INFORMATION TECHNOLOGY	ATSG, INC.	Annual Renewal for HW Professional Services	$45,000.00	0012500-531900 PROFESSIONAL SVC / CONSULT FEE	INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY	ATSG, INC.	Annual Renewal for SEIM Professional Services	$50,000.00	0012500-531900 PROFESSIONAL SVC / CONSULT FEE	INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY	ATSG, INC.	Community Development and GIS Site License Upgrade	$11,040.00	1171111-534100 CONTRACTUAL SVC / DATA PROCESS	AMERICAN RESCUE PLAN EXP
POLICE - STAFF	NOBLES' MARINE	Police Boat - Mako Pro Skiff	$31,422.50	0013002-564400 EQUIPMENT & MACHINERY / VEHICL	POLICE SUPPORT
PW - COMMUNITY CENTER	MORIVALOUS CLEANING, INC.	CITY OWNED BUILDING JANITORIAL SERVICES	$32,624.50	0014008-546110 REPAIR & MAINTEN / JANITORIAL	COMMUNITY CENTER
PW - PARKS AND GROUNDS	MILLER RECREATION EQUIPMENT &	ENGINEERED WOOD FIBAR CITY-WIDE	$10,000.00	0014005-552700 OPERATING SUPPLIES / PARK	PARKS & GROUNDS
PW - PARKS AND GROUNDS	HELENA CHEMICAL COMPANY	MISC HERBICIDES AND TRACKER DYE	$15,000.00	0014005-552420 OPERATING SUPPLIES / CHEMICALS	PARKS & GROUNDS
PW - STREETS AND DRAINAGE	UNITED RENTALS, INC	MISC STREETS EQUIPMENT RENTALS	$10,000.00	0014006-534900 CONTRACTUAL SVC / MSC CONT FEE	STREETS & DRAINAGE
SOLID WASTE	SOUTHERN SEWER EQUIPMENT SALES	LARGE VEHICLE/EQUIPMENT PARTS/SERVICES	$10,000.00	4024200 546510 REPAIR & MAINTEN / VEH PARTS	SOLID WASTE
SOLID WASTE	RDK TRUCK SALES & SERVICES INC	EMERGENCY REFUSE TRUCK RENTALS	$20,000.00	4024200-544100 RENTALS & LEASES / EQUIP RENT	SOLID WASTE
SOLID WASTE	FLORIDA DETROIT DIESEL-ALLISON	REFUSE TRUCK REPLACEMENT PARTS	$25,000.00	4024200-546510 REPAIR & MAINTEN / VEH PARTS	SOLID WASTE
SUNRISE THEATRE	WOSN-FM	Radio Advertising for FY 2024	$12,000.00	4064600-548100 PROMOTIONAL ACTI / ADVERTISING	SUNRISE THEATRE

CITY MANAGER'S REPORT



Eeyore
Fort Pierce
Animal Adoption Center

FEBRUARY 2024

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GRAND PARADE

The Fort Pierce Police Department was honored to take part in the January 15, 2024 Grand Parade honoring Dr. Martin Luther King Jr. It truly was wonderful to see so many area residents and visitors come together to celebrate the life and legacy of Dr. King, who would have been 95 years old this year. To add to the excitement for parade goers, Police Chief Diane Hobley-Burney was joined by members of her Command Staff and our Explorers in passing out colorful beads to those sitting along the parade route down MLK Boulevard from Avenue I to Quincy Avenue. It was a beautiful day with plenty of friendly smiles, lots of warm hugs and outstanding fellowship we all can be proud of!











PLANNING DETERMINATIONS

The City Commission approved the VIVA WEST Site Plan, a two-hundred and twenty-two (222) unit rental community with an amenity center and associated development improvements. The project will be located at 3037 S. Jenkins Road, across from the KOA campgrounds. The proposed community will consist of one-bedroom, two-bedroom and three-bedroom duplexes as well as two-bedroom row houses. This project will share amenities such as a fitness center, business lodge, community room, catering kitchen, pet spa, outdoor grilling areas and more.



FARRELL COMMUNITIES received City Commission approval for a Site Plan to construct a 488-unit multi-family innovative residential development at 2535 South Kings Highway in Fort Pierce. The proposed development will include 488 apartment units, a new Clubhouse, Pool, Garages, Recreational Courts, new landscaping, drainage improvements, lighting, parking and bicycle spaces for residents and employees. Potential Future Buildings are contemplated as all one-bedroom-unit buildings which will help serve the housing needs of the area, with a commitment to work with employers to provide a housing supply for the local workforce.





LET'S HELP FIND THESE LONG-TERM RESIDENTS THEIR NEW HOMES

The Fort Pierce Animal Adoption Center is on a mission to find homes for several animals that have been at the facility since before the City took over management. Our dogs are all sterilized, vaccinated, and microchipped and are ready to go home!

Adoption fees are waived for these special animals and we provide a certificate for VCA services valued at $200.00.

We are highlighting a few of staff's favorites in hopes of helping them find their perfect family.



725 DAYS

Twix is wonderful on the leash and would be a perfect hiking/adventure dog. She would love an active lifestyle and loves everyone she meets. Twix enjoys her toys too, and would love to have a family she can play with all day.

1,038 DAYS

Rico loves the water and is the perfect beach dog. Rico would love a family with an active lifestyle and would prefer to be the only dog as he loves attention. He loves his toys and has a special red ball that he takes with him everywhere he goes. Even though for 1,038 days Rico has been living in a kennel, he still has the best personality, and he can make you laugh without even trying. He will be waiting with his big red ball for the perfect family.



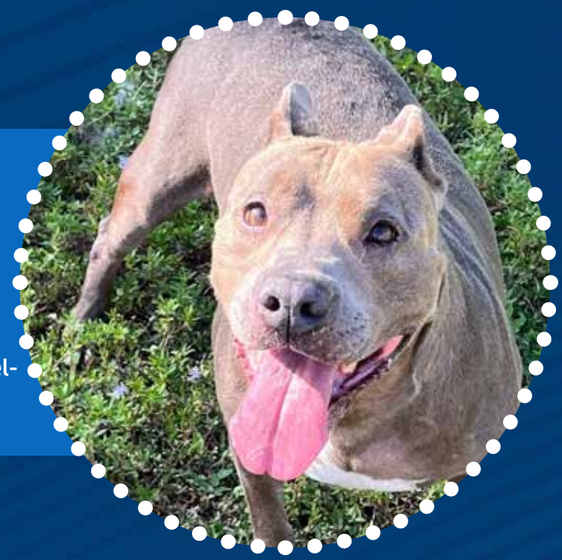


916 DAYS

Ginger is a couch potato that loves everyone. She enjoys taking walks and playing with her toys as well as carrying them everywhere she goes. Ginger prefers to be the only dog. If you are Looking for a fellow couch potato/snuggle pup, look no further!

846 DAYS

Stella is a very smart dog. She knows her commands well and is housebroken. Stella enjoys taking long walks and would love a family with kids to play with. Stella also loves the water and would make a trip to the beach very exciting. Stella would prefer to be the only dog.





City Marina Financial Report

	OCTOBER	NOVEMBER	DECEMBER
Dockage Reservations	87	204	144
Monthly Dockage	$172,511.80	$218,349.93	$172,980.68
Transient Dockage	$61,660.48	$120,703.40	$117,326.49
Electricity	$8,656.13	$9,575.89	$9,850.07
Retail	$12,827.53	$18,099.03	$21,980.19
Gas Sales	$34,726.41	$43,415.33	$28,472.83
Diesel Sales	$54,278.62	$147,086.39	$73,457.51
TOTALS	**$344,660.97**	**$557,229.97**	**$424,067.77**



Officer Robie Troutman



Officer Jorge Goz

Police Officers Honored

Two Fort Pierce Police officers were honored in January for their hard work and dedication.

On January 10, 2024, Officer Robie Troutman was honored at the Crisis Intervention Training (C.I.T.) Appreciation Breakfast at St. Lucie Trail Golf Club. The others who were honored included Sergeant William Thompson of the Port St. Lucie Police Department, Officer Anthony Perez of the Port St. Lucie Police Department and Deputy Matthew Schwarz of the Indian River County Sheriff's Office.

On January 13, 2024, Officer Jorge Goz was honored during the Rev. Dr. Martin Luther King Jr. 40th Anniversary Commemorative Awards Breakfast at the Treasure Coast Public Safety Training Complex at Indian River State College. Officer Goz, a school resource officer at C.A. Moore Elementary School, was honored alongside fellow 2024 Community Impact Award winners Pastor James H. Sullivan and his wife, Bertha L. Sullivan. The ceremony was hosted by the Gamma Iota Sigma Chapter of Sigma Gamma Rho Sorority Inc. and Indian River State College.

2743 PETERS ROAD

Bravo Supermarket coming soon! Permits have been submitted for Bravo Supermarket located in Florida Nexus Park near the I-95 and Okeechobee Rd interchange. The change of use and occupancy permit will include a full renovation of the space.



553 S US HWY 1

Construction is ongoing at Wallace Hyundai of Fort Pierce. Exterior walls have been erected and the tie beam, a horizontal beam at the top of the wall that connects the columns and provides support to the vertical walls, is being poured.



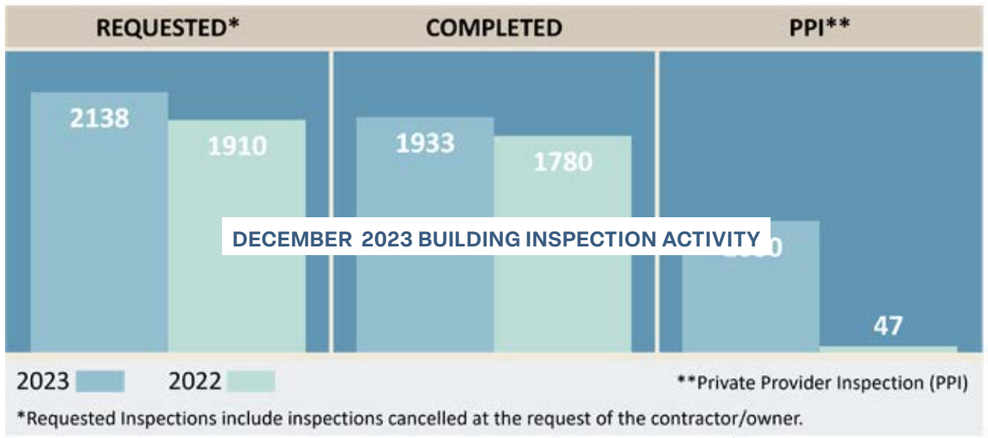


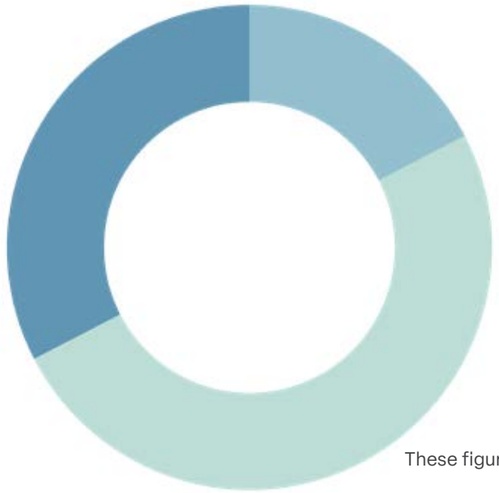
5515 OKEECHOBEE ROAD

Vertical construction has begun for JDA Self Storage located directly behind Aldi on Okeechobee Rd near Jenkins Rd. Foundations have been poured for the elevator sump pits and the remaining ground is being compacted to allow for the preparation of the foundation of the 2-story, 100,000 square foot storage facility.







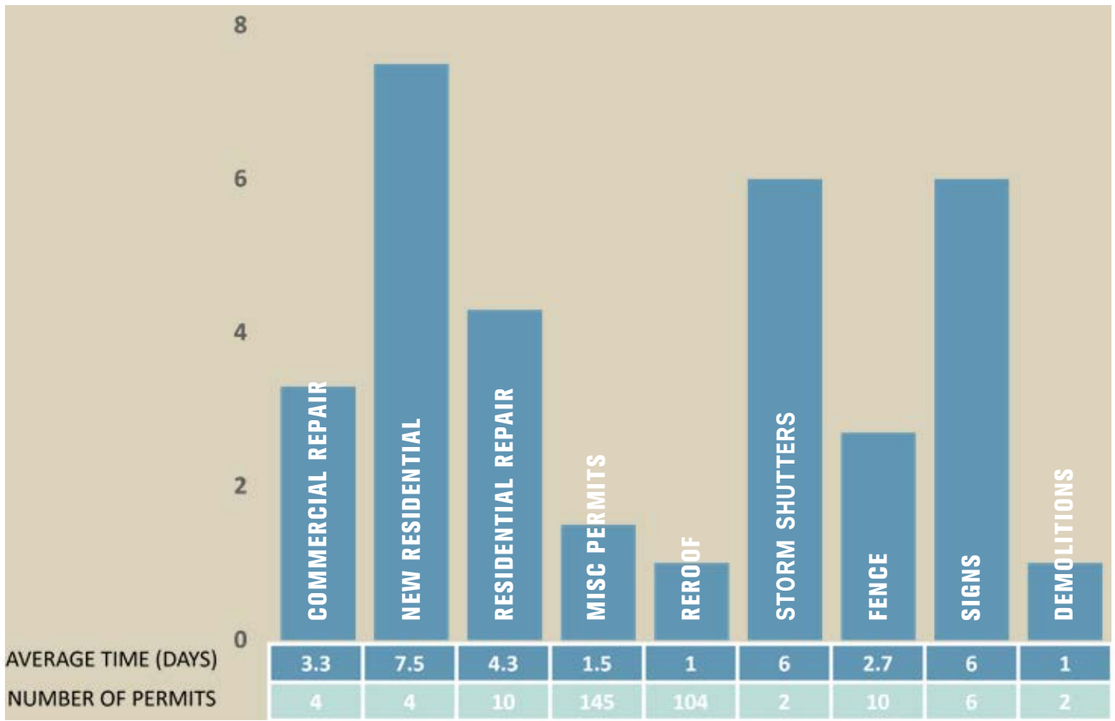


DECEMBER 2023 NEW CONSTRUCTION VALUES

$861,913	NEW COMMERCIAL PERMITS
$2,480,000	NEW SITEWORK PERMITS
$1,616,141	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in December 2023 for New Construction

DECEMBER 2023 PLAN REVIEW PROCESSING TIME





CITY VOLUNTEERS

Volunteers are the lifeblood of our City, and the dedication of the South Beach (SB) Beach & Parks Volunteers is truly commendable.

In 2023, they collectively worked an impressive 2,302.5 hours, marking the second-highest number of hours since records began being kept in 2015 after the group had already worked for six years prior. Despite the challenges posed by the pandemic, they persevered, demonstrating their commitment to maintaining the beauty of the nine parks/beach accesses and over four miles of beaches in South Beach from the bridge to the south city limits.



Since the group's inception, the City of Fort Pierce has been a steadfast source of support and appreciation, with the Public Works Department now notably providing consistent assistance.

The City of Fort Pierce extends our sincerest gratitude to all volunteers, including those from SB Beach & Parks Volunteers, for their selfless contributions. Your efforts do not go unnoticed, and Fort Pierce is brighter because of you.

For information on how to get involved or to organize a volunteer group, please call or text the SB Beach & Parks Volunteers coordinator, Charlene Adair, at 772-285-3757 or visit the city's website at www.cityoffortpierce.com. There are opportunities throughout the City.



CITY MANAGER'S REPORT



Celebrate Literacy Week, Florida!

The Fort Pierce Police Department was honored to have our officers read to local students as part of Celebrate Literacy Week, Florida!

On January 25, 2024, Deputy Chief Robert Ridle, Major Eric Chan, Major Michael Santiago, Detective Kevin Mohamed and Officer Julia Viciere visited Fairlawn Elementary Magnet School. The students enjoyed hearing a variety of stories and had the chance to ask questions afterwards.

On January 26, 2024, Officer Damian Spotts and Officer Alberto Delgado visited with students at the Learning Center Academy to read to their VPK class. The excited children were treated to a special story about "The Little Butterfly That Could," which taught them that anything is possible as long as they try. As a special bonus, the children also were treated to a tour of one of our police patrol vehicles.







SUNRISE THEATRE

The Sunrise Theatre Foundation is a lifeline to our historic Theatre, providing fundraising and bringing awareness to the youth of our community about the performing arts. The Foundation and the staff at the Sunrise have been working closely together for the past few years and the relationship continues to grow. Both groups have one main goal in mind, the success of the historic Sunrise Theatre. One event recently hosted together was the previously reported Speakeasy that many are still talking about. Working together, substantial funds were raised for the Theatre and over 500 guests enjoyed a stunning evening at the Sunrise.

That success paved the way for more shows for our youth and funded much needed items for the Theatre. Operating and maintaining our 100-year-old building is a daunting task, but with the extra hands and hearts of the Foundation, a new projector was acquired! This improvement will entice greater acts, and avoids potential rental costs, which helps reduce operating expenses. This is just one of many improvements and acquisitions the Theatre looks forward to in efforts to enhance the experience for its patrons and guests.

The Sunrise Theatre Foundation continues to work towards expanding the children's programs, enhancing the Theatre's experiences, and hosting another main event for 2024! If you were amazed by the Speakeasy event, the Sunrise Theatre and the Sunrise Theatre Foundation will be hosting another amazing event this summer you should look forward to for 2024 – Studio 117 ~ Stay tuned!!!



Ohio Avenue
(US Highway 1 to 11th Street)



Storm Drainage Installation

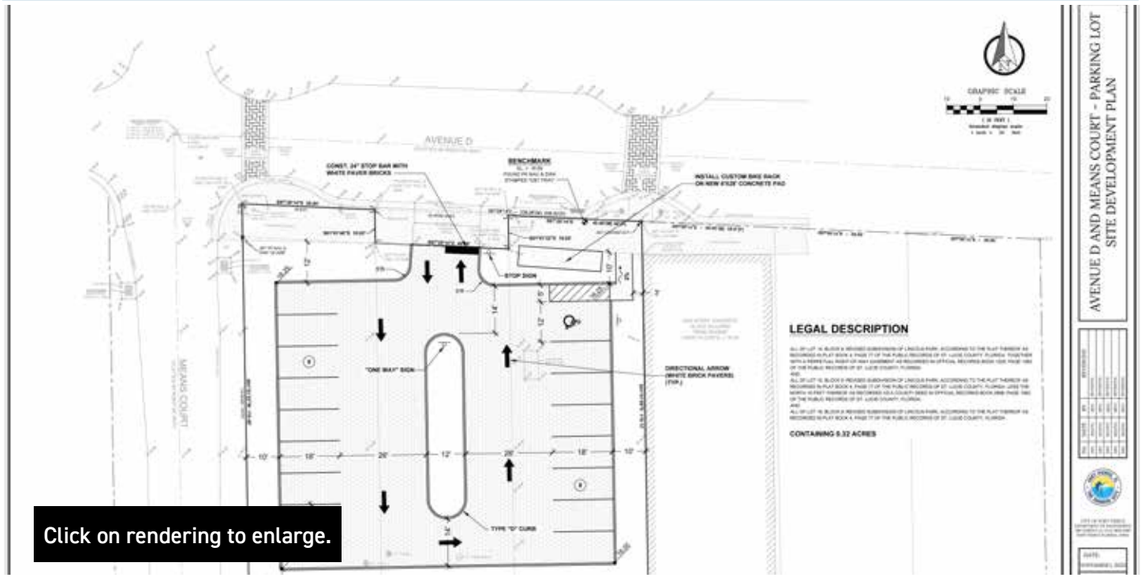
Construction of Phase I (Sunrise to 11th Street) is underway. The potable water main, sanitary sewer, and storm sewer have been completed with street lighting conduit currently underway. The proposed roadway improvements include new drainage, potable water, and sanitary sewer collection systems along with a new roadway, curb & gutter, sidewalks, streetlighting, and limited landscaping.



Storm Drainage Installation

Avenue D and Means Court
Public Parking Lot

Project design is complete. Anticipate advertising for bids in February 2024.



Click on rendering to enlarge.

2023 Annual Resurfacing Contract

The contractor has signed the contract, and it is in review by the City Attorney for Mayor signature and final execution. Staff is preparing the 2024 list of streets for resurfacing in the hopes of finishing both 2023 roads and 2024 roads at the same time.

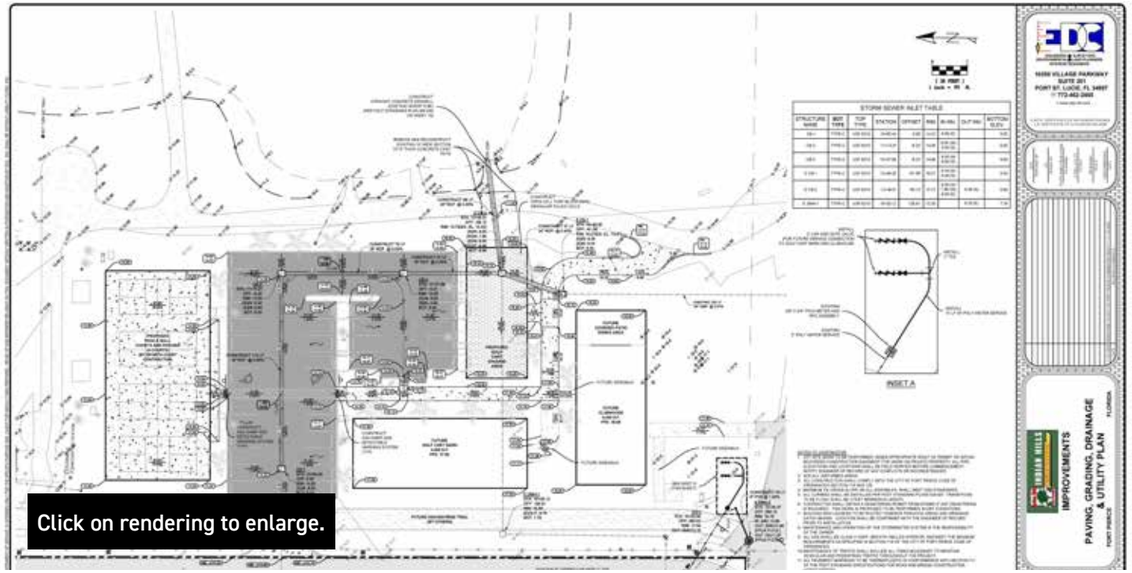
2023 Annual Pavement Marking Contract

The striping work on Delaware Avenue and Okeechobee Road is complete. Financial close out remains.

Indian Hills Golf Course Site Expansion Phase I

The proposed site expansion of the Indian Hills Golf Course includes Phase I development consisting of four (4) Pickleball Courts, paved parking lot for 36 vehicles, pervious paver golf cart staging area, landscaping, parking lot lighting, and utility connections for the Phase II improvements. Phase II improvements include the construction of a new clubhouse and golf cart barn.

Phase I is currently being advertised for bids with a bid opening date scheduled for February 21, 2024. Construction is anticipated for June 2024 with construction completion estimated to be in November 2024.

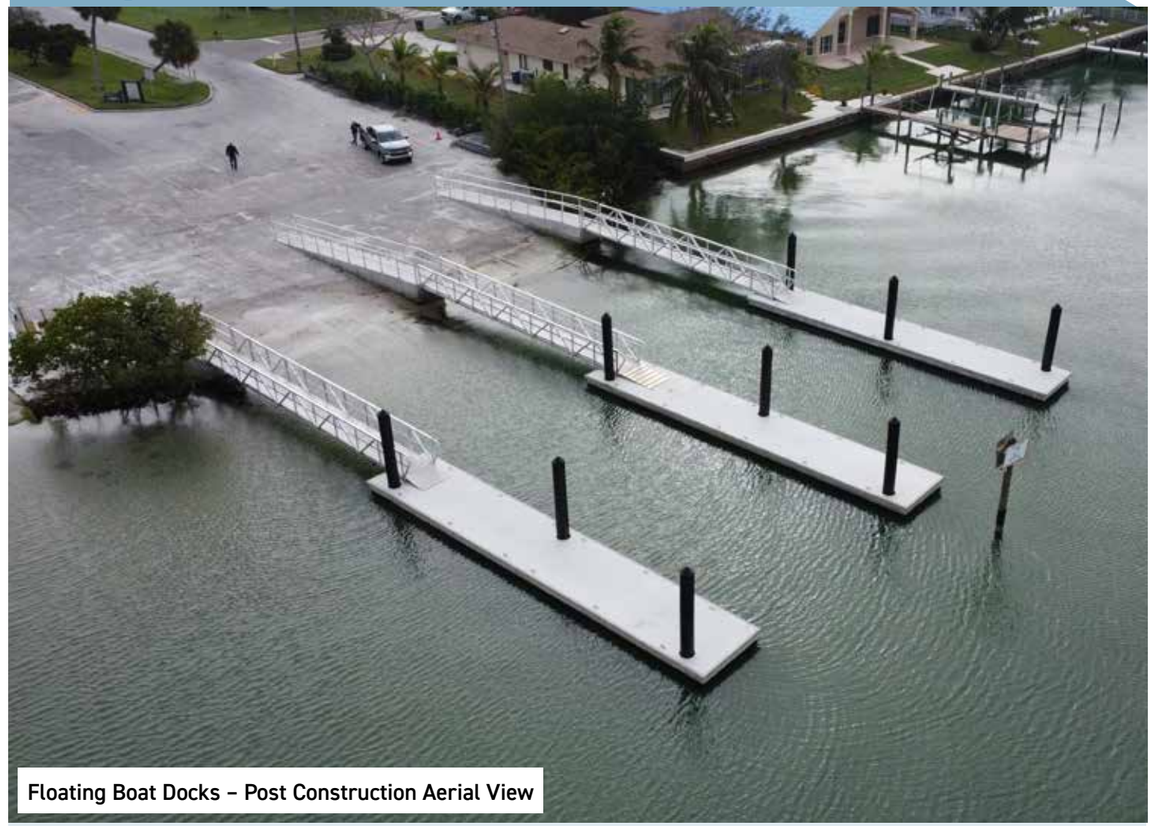


Click on rendering to enlarge.

Avenue D (Indian River Drive to 29th Street)

A coordination meeting with FDOT was held on January 22, 2024. The City is preparing certifications for utility clearance and environmental compliance. Final edits to the bid package continue. The City is awaiting a funding agreement from FDOT for approval and signature.

Jaycee Park Floating Boat Docks



Floating Boat Docks – Post Construction Aerial View



Construction completed. Working on close-out documents for submittal to ACOE and FDEP.



Indian Hills Golf Course

Mother Nature has been extremely cooperative with us this Fall!! With all of the rain in the area over the past few months in conjunction with all of the Organic Fertilizers we have been applying, we have continued to remain nice and green and healthy in spite of the cooler, overcast days. We have been applying a new chemical to combat the goose grass that has plagued the course for years. The benefit of this product is that we are seeing results in just ONE APPLICATION, saving us both time and money.

We have had an excellent start to our Fiscal Year with Revenue in excess of $125,000 above last year through Mid-January. In addition to being extremely busy, we have strived to achieve a fantastic pace of play where you can be finished with 18 holes in under 4 hours even on our busiest days. We have been fortunate to have added several groups that had previously been playing regularly at other golf courses in the area.

Our Indian Hills Savings Card can be purchased by Fort Pierce residents for the low fee of $50. With the Savings Card, a player will save 20% off EVERY ROUND for an entire year from the date of purchase.

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's something we can improve upon…tell US so we can keep getting better! We thank all of 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.

Monthly Sales Report

	NOVEMBER 2023	DECEMBER 2023
Golf Rounds	3,510	4,068
Golf Fees	$95,799.02	$126,081.80
Range Tokens	$3,384.43	$4,155.31
Membership Fees	$5,733.45	$9,903.45
Food & Beverages	$10,911.80	$8,394.16
Merchandise	$5,400.70	$6,157.50
TOTAL	**$121,229.40**	**$154,692.22**

December 2023 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Living in a Structure without Utilities	1	1	0.0	10.0	-	-	-	-
Abandoned Vehicle	-	-	-	-	2	1	1.3	2.9
Animal Control	-	-	-	-	1	0	9.8	0.0
General	5	1	4.9	5.0	5	4	1.0	14.5
Illegal Dumping	2	0	6.2	0.0	-	-	-	-
Outside Storage/Junk/Trash	2	0	0.7	0.0	1	1	0.0	5.0
Drainage Issues	-	-	-	-	1	0	0.0	0.0
Traffic Signal	-	-	-	-	2	1	11.7	11.7
Pothole	-	-	-	-	2	1	1.2	1.3
Street Light	-	-	-	-	2	1	4.1	1.3
Street Sign	-	-	-	-	2	0	0.4	0.0
Trash and Recycling	1	1	0.0	5.5	6	5	0.8	1.7
TOTALS	11	3	3.2	6.8	24	14	2.3	6.3

Please use this link to view a map of the Fort Pierce City Commission Election Districts:

https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Distircts-Map-2022

- BUILDING DEPARTMENT
- COMMUNITY RESPONSE
- ENGINEERING DEPARTMENT
- PUBLIC WORKS



Police Department's Hunger Fight

On January 24, 2024, the Fort Pierce Police Department was honored to join with the staff at Coggin BMW Treasure Coast, the St. Lucie County Sheriff's Office and Hunger Fight to package thousands of meals for Title 1 elementary schools in Fort Pierce. Everyone worked together to create cheesy rice meal packets, with some friendly competitions going on between tables to see who could create the most. Volunteers rang bells and cheered whenever a box was filled with packets – a sight that thrilled Hunger Fight's Suzanne Lamoutte. She said every 100 boxes of pouches provides 17,000 meals – a feat that couldn't be accomplished without community support.



VOLUNTEER

KEEP FORT PIERCE BEAUTIFUL

GREAT AMERICAN CLEANUP



SATURDAY, MARCH 9, 2024

8:00 AM TO 12:00 PM

MANATEE CENTER

480 N. INDIAN RIVER DR.

2024 PROJECT LOCATIONS

- DOWNTOWN AREA
- MOORE'S CREEK LINEAR PARK
- SOUTH BRIDGE @ CAUSEWAY PARK
- PICK YOUR OWN LOCATION

REGISTER ONLINE AT

CITYOFFORTPIERCE.COM

SCAN ME

GROUPS WELCOME
APPROVED FOR COMMUNITY SERVICE HOURS

Keep Fort Pierce BEAUTIFUL
KEEP AMERICA BEAUTIFUL AFFILIATE

FPUA COMMUNITY PROUD

KEEP AMERICA BEAUTIFUL INC.

FORT PIERCE, FL THE SUNRISE CITY



KEEP AMERICA BEAUTIFUL INC.

2023 GREAT AMERICAN CLEANUP PHOTOS

FORT PIERCE, FL THE SUNRISE CITY



WELCOME NEW BUSINESSES

1705 S OCEAN DR LLC

670 HERNANDO DRIVE LLC

9TH ST FOOD MARKET

ALDI (FLORIDA) LLC

ASHLYTICS DIGITAL MARKETING

C INGRAM AUTO LLC

CALLAWAY & PRICE, INC

COLDWELL BANKER PARADISE

EL REY BARBER SHOP 2

FIRST CHOICE THERAPEUTIC CENTER INC

FRISBEE, PATRECE

GLORIA ROA BODIN PA

ICONIC SMART BIZ CONSULTING FIRM LLC

INNER REINS COUNSELING LLC

ISLAND RESTORATION

JUICE A PEEL LLC

KING TV NETWORK INC

LASHES BY JILLIAN, LLC

MEYER LURES, LLC

PEACOCK CLAY LLC

PUTTIN ON THE GLITZ III LLC

RIVI ASSOCIATES, LLC

RODRIGUEZ PAVEMENTS

ROSA'S CUSTOM PAINTING LLC

SMOKE CITY 772 LLC

SONNY TAX & INSURANCE SERVICES LLC

STAGEFRIGHT ACADEMY, LLC

TREASURE COAST TOBACCO, LLC



Upcoming Events

- Every Wednesday - Green Market - Marina Square 12 pm-6:30 pm
- Every Saturday - Jazz Market - Marina Square 8 am-1 pm
- Every Saturday - Downtown Farmer's Market - Marina Square 8 am-12 pm

River Walk Center Sales Report December 2023

Classes	$1,600.16
Park Permits	$1,721.95
Special Events	$2,025.00
Facility	$8,306.12
TOTAL	$13,653.23

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."