FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, June 11, 2024 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the May 14, 2024 regular meeting.

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

6. **COMMENTS FROM THE PUBLIC**
   Any person who wishes to comment on any subject on this agenda may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Chairperson, as this section of the Agenda is limited to fifteen minutes. The FPRA Board will not be able to take any official actions under Comments from the Public. Speakers will address the Chairperson, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

7. **CONSENT AGENDA**

   a. Approval of expenditure of $51,266.40 for the purchase of twelve (12) overt cameras in key areas throughout the redevelopment area.

b. Approval of the award of the Indian River Drive and Avenue B water main utility construction project to the low bidder, RK Contracting, Inc., in an amount not to exceed $298,913.28; construction funding will be fully reimbursed in accordance with the Florida Job Growth Infrastructure Grant, DEO Grant Agreement No. G0100.

c. Approval to award the Avenue D and Means Court Parking Lot construction contract to the low bidder, Close Construction Services, LLC, in an amount not to exceed $385,610.50.

d. Approval to utilize FPUA's unit price contract with Mastec North America, Inc. and authorize Mastec to proceed with the electrical relocation work along Indian River Drive in an amount not to exceed $194,740.94.

e. ADDED ON ITEM: Approval of letter to terminate lease agreement with Lincoln Park Young Professionals to improve 1134 and 1138 Avenue D.

8. **NEW BUSINESS**

a. Resolution FPRA 24-01 approving a Community Aesthetic Feature Agreement between the Fort Pierce Redevelopment Agency and Florida Department of Transportation to place local identification markers (gateway signs) in rights-of-way.

b. Consideration of Second Amendment to the Amended and Restated Agreement for Development of King's Landing.

c. Resolution FPRA 24-02 Authorizing and Directing to Proceed with the Reverter to Retake the King's Landing Property, to Include Authorization for Litigation.

9. **STAFF COMMENTS**

a. May FPRA Programs & Activities Summary

10. **BOARD COMMENTS**

11. **ADJOURNMENT**

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal and decision made by the Fort Pierce Redevelopment Agency 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 person, 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 Agency 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.

FPRA Regular Meeting - 5:05 p.m. **4. a.**

Meeting Date: June 11, 2024

Re:

SUBJECT:

Approval of Minutes from the May 14, 2024 regular meeting.

Attachments

Minutes

D R A F T

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 4:30 P.M. ON TUESDAY, MAY 14, 2024.

1. CALL TO ORDER

Chairwoman Linda Hudson called the May 14, 2024, FRPA Meeting to order at 5:05 pm.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

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

Commissioner Broderick left at 7:31 p.m.

4. APPROVAL OF MINUTES

a. Approval of the Minutes from April 9, 2024, regular meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the minutes from the April 09, 2024 Regular Meeting.

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

Passed

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

City Clerk Linda Cox entered a request to move item 8a, King's Landing Update before the Consent Agenda.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the agenda as amended.

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

Passed

Commissioner Broderick commented that the reason for the request is to accommodate his recent surgery.

6. COMMENTS FROM THE PUBLIC

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

Kris Einstein
Isaac Jones
Becky Demanuel
Chris Gardner

7. CONSENT AGENDA

a. Approval of the FPRA final Budget Amendment for FY 2022-2023

b. Authorization to execute Master Services Agreement with BEEFREE, LLC in the amount of $480,000 for On-Demand Transportations Services

c. Approve 45-day extension for cure period under the default motion sent to Audubon Development, Inc. on March 21, 2024 regarding the King's Landing project to be coterminous with City Commission's decision on April 19, 2024.

d. Approval of an Interlocal Agreement between the Fort Pierce Redevelopment Agency and the Treasure Coast Regional Planning Council for a Redevelopment Master Plan for the Island Wastewater Treatment Plant Area

Commissioner Gaines pulled item 7c

Commissioner Jeremiah Johnson pulled item 7b

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve items 7a and 7d of the Consent Agenda.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

As to item 7b
Commissioner Jeremiah Johnson requested clarification on the boundaries of the agreement and commented on extended boundaries with no new vehicles.

Sara Delgado, Project Manager, provided the expanded boundaries, hours of the program, number of vehicles including the ADA-accessible vehicle, wait times, the average age of the riders, and the FDOT County grant.

Chairwoman Hudson inquired on the extension to Jenkins Rd and the inclusion of Publix.

Mr. Mimms commented on the Boards desire for expansion, explained the growth corridor, and the inclusion of the Heathcote Botanical Gardens.

Commissioner Curtis Johnson commented on geo-locking it for business, house-to-house movement, and data for economic drive on commercial businesses.

Mr. Mimms commented that this initiative helps connect businesses, transportation, and advertising.

Commissioner Jeremiah Johnson commented on the responses he has received for and against the program.

Commissioner Arnold inquired on a 60-day report on routes and performance.

Mr. Mimms commented that there is a monthly report.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve item 7b of the Consent Agenda.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

As to item 7c
Commissioner Arnold Gaines commented that based on the information heard during the update, he is unable to vote in favor of this item.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve item 7c of the Consent Agenda.

AYE: Chairperson Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

NAY: Commissioner Arnold Gaines

Passed

8. NEW BUSINESS

a. King's Landing Update

Scott Hawkins, Esq, presented Kyle Gagne, Marriott, Kenny Lewis, Conklin and Lewis, Brooke Harris, King’s Landing, Audubon and Dale Matteson, Audubon.

Mr. Matteson introduced Kyle Gagne of Marriott, who presented an update to King’s Landing.

The Board inquired on potential partners, legal partnerships, vetting for Audubon, financial statements, timeline, Joe Collier’s association, Marriott’s expectations, including the site before the investment, who is being considered for the project, why have potential partners not been vetted sooner, time-lapse in a project reset, role in the development agreement, construction timeline, role in the initial contract with Mr. Matteson, parking infrastructure, financial capabilities, and explained the City is not responsible for the current delays.

Mr. Gagne explained operating partnerships/managers, letter of interest, vetting and the financial process, Mr. Colliers' association with Marriott, JV deal timeline, Marriott often makes investments on raw sites, several groups are being vetted, Mainsail wanted the project but was not capable of

moving forward, his role in the development agreement/deal, most projects take two years, brand execution, there are 1 per 1 plans in place for parking, and commented on his willingness to provide financial capabilities.

Mr. Matteson presented the projected timeline, financing, and infrastructure.

The Board inquired on phasing, parking, site work, a reverter letter, and financial commitment documentation outlining the letter of intent.

Mr. Matteson commented that he could provide a letter of intent.

Mr. Lewis commented on the site plan approval, the main site steps that follow, and the construction time frames.

Chairwoman Hudson inquired of City Attorney Sara Hedges about the current timeline.

Ms. Hedges commented 45 days for default of phase two.

Mr. Hawking commented that the contract needs to be recast and an amendment can be made in thirty days or less and requested that they come back before the Board. In addition, suggested that his client meet with the Board every sixty days for updates and review.

Lainey Francisco, Jones Foster commented on the goal and an indication is needed of acceptance of the timeline.

Commissioner Gaines inquired of City Attorney Hedges the process and referenced it 7c of the Consent Agenda,

Ms. Hedges explained the process including item 7c, the requirements for reverter, a potential second agreement, and clarified what is being voted on.

Chairperson Jeremiah Johnson commented on the desire to do what is required to move forward with the project.

Commissioner Broderick excused himself at 7:31 p.m.

b. Means Court Center project status update

Audria Moore, Special Projects Coordinator, provided a brief update on the Means Court Center Project.

c. Authorization to terminate Agreement dated October 27, 2020 to Lease and Improve the 1134 and 1138 Avenue D with Lincoln Park Young Professionals.

Mr. Mimms commented that they are no longer pursuing the completion of the project and are requesting authorization to terminate the agreement. During a meeting, the organization verbalized its desire to terminate the contract.

Chairwoman Hudson inquired on their 501c3 standing. Mr. Mimms commented that he was unaware of their status.

The Board inquired of City Attorney Hedges about the termination of the contract, default of contract notice,

Ms. Hedges commented that this was not presented to her for review and suggested the motion include whether they agree with the termination or in default and noted item 16a of the contract on default.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the termination of lease and improve 1134 and 1138 of Avenue D in any manner permitted under the existing contract specifically item 16a.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

9. STAFF COMMENTS

a. FPRA Programs & Activities Summary

City Manager Nick Mimms introduced Miriam Garcia, Redevelopment Specialist, who presented surplus property updates.

10. BOARD COMMENTS

Commissioner Curtis Johnson inquired on a heat index program as the summer is expected to be a hot one.

Commissioner Gaines announced the Lincoln Park Mainstreet May Day Freedom Day Celebration at Morris Creek Park at 10 a.m. on May 18th and congratulated the recent graduates of Fort Pierce.

11. ADJOURNMENT

Chairwoman Hudson adjourned the meeting at 8:12 p.m.

ATTEST:

_____ _____

CITY CLERK CHAIRPERSON

FPRA Regular Meeting - 5:05 p.m. **7. a.**

Meeting Date: June 11, 2024

Re: Community Security Cameras

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

SUBJECT:

Approval of expenditure of $51,266.40 for the purchase of twelve (12) overt cameras in key areas throughout the redevelopment area.

SUMMARY:

The Fort Pierce Police Department is requesting FPRA funds in the amount of $51,266.40 to purchase 12 overt community security cameras at strategic locations throughout the redevelopment area. These locations include: Lincoln Park Community Center, Means Court, Moore's Creek Linear Park, St. Lucie County Intermodal Facility, Manatee Center, Marina Square, Jaycee Park, and Jetty Park.

The primary goal of the project is to deter criminal activities, enhance public safety, and provide law enforcement officers and staff with the tools needed to monitor community spaces effectively.

This initiative meets goal #23 in the FPRA Plan which is to "Improve public safety and perception of safety within the Redevelopment Area."

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Captain Jason Braun, Fort Pierce Police Department

COORDINATED WITH:

Chief Hobley-Burney, Fort Pierce Police Department
Nicholas C. Mimms, City Manager/FPRA Director

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2024
Account:	1049400 583470
Amount:	$51,266.40

OTHER INFORMATION:

This proposed project will be funded by Retained Earnings.

Attachments

Memo

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

To: Nicholas Mimms, City Manager

From: Diane Hobley-Burney, Chief of Police

Date: April 23, 2024

Subject: Purchase of 12 Overt Community Security Cameras

The boundaries and the number of residents of our City continue to expand. Unfortunately, the staffing of the Fort Pierce Police Department does not mirror that growth. Our present call for service volume remains consistent at over 200 calls per day.

As we take steps to enhance our ability to ensure the quality of life for our citizens, we are respectfully requesting to purchase 12 overt (openly seen) cameras in key and highly visited areas of our City. This will allow us to monitor and address areas of concerns in a more efficient manner. The cameras will also bring a sense of comfort to our citizens in knowing the areas they are visiting are being monitored.

I have attached the memo from Captain Jason Braun identifying the areas and supporting documentation. Please contact me should you have any questions.

DHB/tf
Enclosure
c: Johnna Morris, Director of Finance
DeVoshay "Shay" Johnson, Sr., Director of Administrative Services

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

To: Diane Hobley-Burney, Chief of Police

Through: Robert Ridle, Deputy Chief of Police

From: Jason Braun, Captain

Date: April 23, 2024

Ref: Request for Funding, Purchase of 12 Overt Community Security Cameras for Public Spaces

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The Fort Pierce Police Department is committed to enhancing the safety and security of our community through innovative technology and strategic policing. In our continuous effort to leverage technology for better law enforcement and community service, we seek the City of Fort Pierce's support in funding the acquisition, through the Fort Pierce Redevelopment Agency, for the procurement of 12 overt community security cameras at strategic locations throughout the area. The total cost of this project is estimated at $51,266.40.

Project Overview:

The primary goal of this project is to deter criminal activities, enhance public safety, and provide our law enforcement officers and staff with the tools they need to monitor community spaces more effectively. The proposed locations for the camera installations are as follows:

1. Lincoln Park Community Center - 1 Camera
   a. 1306 Avenue M
2. Means Court - 1 Camera
   a. 532 North 13th Street
3. Linear Park - 1 Camera
   a. 400 block North 10th Street
4. SLC Transit - 1 Camera
   a. 725 Avenue D
5. Manatee Center - 2 Cameras
   a. 480 North Indian River Drive
6. Marina Square - 2 Cameras
   a. 1 Avenue A
7. Jaycee Park - 2 Cameras
   a. South Ocean Drive and Melaleuca Drive
8. Jetty Park - 2 Cameras
   a. Seaway Drive and South A1A

Technical Specifications and Operational Framework:

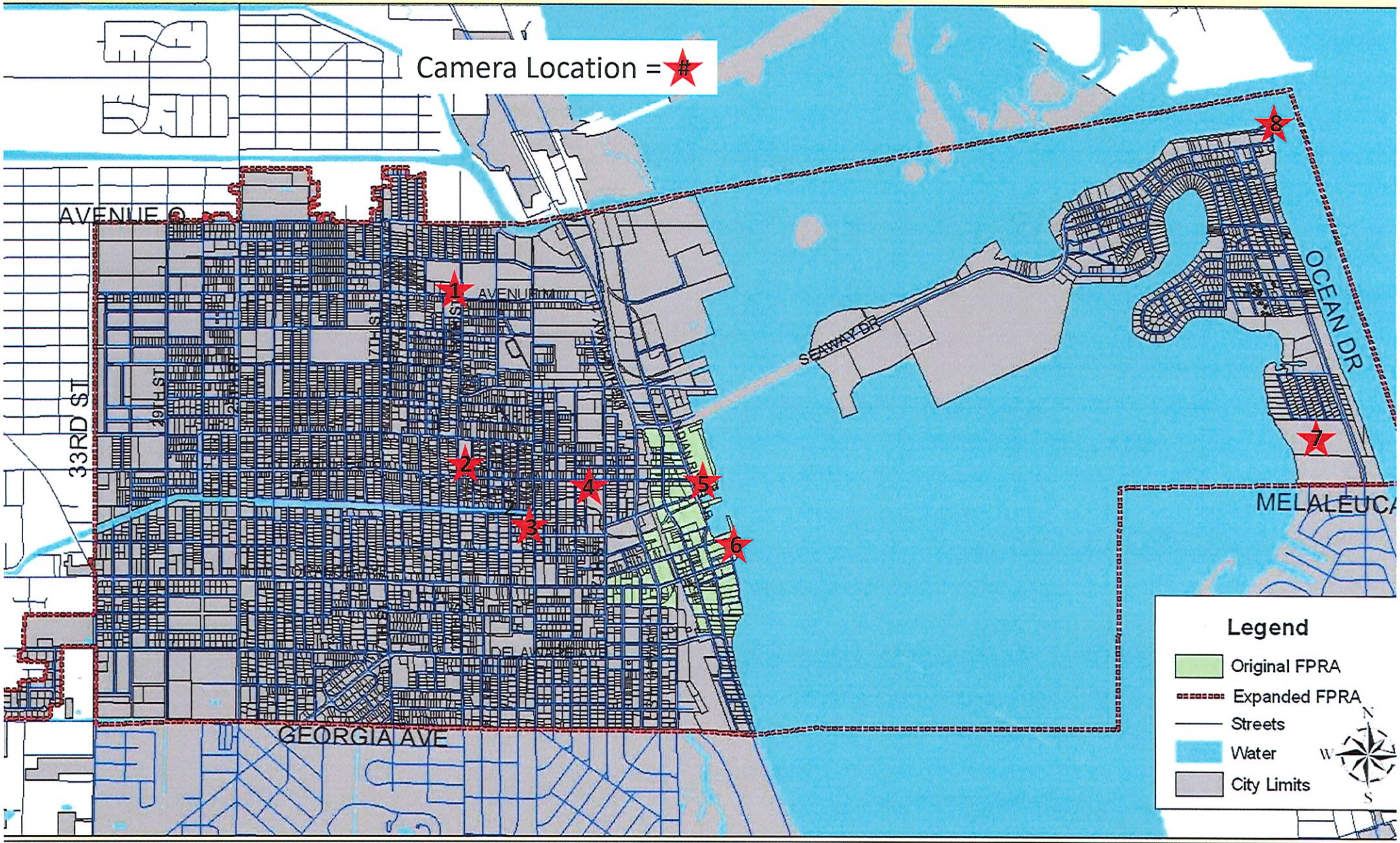
The selected cameras are of high quality and are designed to operate over a WiFi connection in partnership with the Fort Pierce Utility Authority. This ensures a reliable and cost-effective solution for the project. The cameras will be integrated into the pending Flock OS platform, enabling real-time monitoring by officers and staff. This capability is crucial for prompt response to incidents and for the overall safety of our community members and visitors.

Benefits to the Community:

- Deterrence of Criminal Activities: The presence of security cameras serves as a strong deterrent to potential criminals.
- Enhanced Public Safety: The project will contribute to the safety and well-being of residents, visitors, and businesses in the area.
- Real-Time Monitoring: Enables law enforcement and city staff to respond swiftly to incidents, enhancing the overall security response.
- Community Confidence: Improves the community's perception of safety, encouraging more vibrant and active use of public spaces.

We believe this project is a critical step towards fostering a safer, more secure, and thriving community. We are confident that with the support of the Fort Pierce Redevelopment Agency, we can implement this initiative successfully and make a significant positive impact on our community's well-being.

We appreciate your consideration of our request and are prepared to provide any additional information or clarification needed. Your support in this endeavor will be instrumental in our ongoing efforts to enhance public safety and foster a secure community environment.



This map is a conceptual tool utilized for project development only. Though the information provided by this map is accepted to be accurate for the City's administrative purposes, it is not to be used for technical purposes. Any information, including but not limited to software and data, received from the City of Ft. Pierce in fulfillment of a public records request is provided "AS IS" without warranty of any kind. Any information provided by this map to be used for purposes other than reference must be confirmed by field survey.

Map of Fort Pierce Redevelopment Agency Area

Approximate Area of Original FPRA = 163 Acre

Approximate Area in Expanded FPRA = 2757 A

Approximate Area Combined = 2920 Acres

TacticalVIDEO

Quotation

Client Information	Shipper Information
Fort Pierce PD Overt Pole Camera Quotation Quote Version 2	Tactical Video Inc. 9219 US Highway 42 Suite #D-239 Prospect, KY 40059 Phone: 630.445.1209 Fax: 630.839.0005 Sales@TacticalVIDEO.com

Date	Quote #	Exp Date	Terms	Contact
3/26/2024	TVI103262024-14	4/25/2024	At Receipt of Invoice	Jeff Gibson

Item #	Description	Quantity	Unit Cost	Total
	Overt Surveillance Camera Quotation **Matrix Cameras (incl. Exacq DVR SW & Local 1TB DVR Memory)**			
1	Axis Q6135-E 2mp PTZ Camera w/30x Optical Zoom	12	$4,049	$ 48,588.00
2	Axis T91L61 Wall and Pole Mount	12	$119	$ 1,428.00
			Sub Total	$ 50,016.00
			Shipping	$ 1,250.40
			Total	$ 51,266.40

OPTIONS				

Notes

The purchase of products and/or services from Tactical Video are subject to the standard terms and conditions located at the following URL: http://www.tacticalvideo.com/pdf/terms.pdf. By accepting this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions. All software renewals require prepayment. Hardware/Software orders over $2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing. All Labor figures are estimates and only actual hours will be billed unless otherwise noted.





Quotation is Confidential and Proprietary

FPRA Regular Meeting - 5:05 p.m. **7. b.**

Meeting Date: June 11, 2024

Re: Request Award of the Indian River Drive and Avenue B Water Main Upgrades Construction Contract to RK Contractors, Inc. - Bid No. 2024-016

Submitted For: John Andrews, Deputy City Manager - City Engineer, Engineering

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SUBJECT:

Approval of the award of the Indian River Drive and Avenue B water main utility construction project to the low bidder, RK Contracting, Inc., in an amount not to exceed $298,913.28; construction funding will be fully reimbursed in accordance with the Florida Job Growth Infrastructure Grant, DEO Grant Agreement No. G0100.

SUMMARY:

On August 30, 2022, Governor Ron DeSantis awarded the City of Fort Pierce a $2.7 million Florida Job Growth Grant to assist with the funding of infrastructure improvements along Indian River Drive, Avenue B, and AE Backus Avenue. In anticipation of the upcoming Indian River Drive roadway reconstruction project, it is imperative that the utility relocation work be completed prior to commencement of the roadway reconstruction which is expected to begin in the first quarter of 2025.

This specific work includes upsizing the existing 6" water distribution system to an 8" system to include appropriate fire protection appurtenances, water service upgrades, and minor sanitary sewer improvements along Avenue B and Indian River Drive.

RECOMMENDATION:

FPUA staff has recommended the award of the construction contract to RK Contracting.

ALTERNATIVES:

Deny and rebid.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FPUA
City Manager's Office
Grants Administration
Purchasing

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: TBD

Amount: $297,913.28

OTHER INFORMATION:

The $297,913.28 will initially be encumbered utilizing FPRA funds and subsequently reimbursed in full in accordance with the criteria specified in DEO Grant No. G0100.

Attachments

Request for Bids
Bid Tabulation Form
RK Contractors Bid
Boromei Bid
Dawson-Williams Bid
Heavy Civil Bid
Timothy Rose Bid
CK Contractor Bid
RK Bid Time Extension
RK Modified Bid
FPUA Water-Sewer Construction Plans
FPUA Recommendation to Award
DEO Grant

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2024-016**
Mandatory Site-Visit: **N/A**	**Bid Title: KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE**
Mandatory Site-Visit Location: **N/A**	**Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time: **3:00 PM, TUESDAY, FEBRUARY 20, 2024**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Bidder Name: _____ **Mailing Address:** _____ _____	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation** _____ **Partnership** _____ **Proprietorship** _____	**Title:**
Incorporated in the State of: **Year:**	**Delivery in _____days, After Receipt Order**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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PDF ATTACHMENTS
CONSTRUCTION PLANS AND SPECIFICATIONS
ELECTRIC DESIGN
LIQUID EPOXY COATINGS – DATA SHEET AND APPLICATION INSTRUCTIONS

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

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 bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BID

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

4. NO BID

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

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bi0d. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile,

telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: https://www.cityoffortpierce.com and Demandstar 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 Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department's Project Manager at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City/FPUA employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City/FPUA 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 Work ing hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City's Purchasing Department. Bidders who obtain Bid 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 Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not

received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

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

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (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/FPUA 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 bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, Work manship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work .

25. ADVERTISING

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

28. FACILITIES

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

29. REPRESENTATION

A Bidder must have at the time of bid opening, be a fully authorized agent or representative of the product bid, and be capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF BIDDER

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid/proposal:

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders bids in which the prices obviously are unbalanced and will be subject to rejection.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

Please refer to "SAMPLE" Contract, page 34, Article 17, for insurance requirements.

Certificates of Insurance must be completed as follows:

1. <u>Certificate Holder</u>

City of Fort Pierce
Attn: Purchasing Department
100 North U.S. Highway 1
Fort Pierce, FL 34950

2. <u>Additional Insured for General Liability</u>

City and the City's board members, officials, officers, agents and employees City of Fort Pierce

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce is requesting bids from qualified contractors for Kings Landing Offsite Water Main Upgrade from Avenue B to Indian River Drive, Fort Pierce, Florida. The Work associated with this project consists of replacing an existing 6-inch cast iron water main with a new 8-inch PVC water main to include services, fire hydrants, valves, and appurtenances on Avenue B and Indian River Drive per the construction plans. A section of 15-inch gravity sewer main is also being removed.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Tuesday, February 20, 2024.** Hard copies or electronic submission, see Delivery of Bids below.

3. DELIVERY OF BIDS

Bid response may be submitted in hard copy or electronically**.** Please see below instructions for submitting your bid response.

HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com). Electronic Bid (E-Bid). Instructions are provided. See Related Documents section for this bid on the City's website, Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)
- 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.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Bids mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce

Mailing Address:
City of Fort Pierce

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

Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

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 Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com).

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

4. SUMBITTAL REQUIREMENTS

It is not necessary to return every page of this document with your bid response; return only the pages that require signatures or information requested below:

- Completed Invitation to Bid Cover Page
- Completed W-9 Form
- Bidder's Checklist
- Completed Bid Response Form(s) (Exhibit D, page 142)
- Forms on pages 113,116, 132-141, 144-146, of Exhibit D
- Business Tax Receipt, (See item numbered 8, below)
- Proof of Insurance (See item numbered 7 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

5. INQUIRIES/QUESTIONS

5.1 All inquiries will be in a written format and addressed to the Assistant City Engineer with a copy to the Purchasing Manager:

TO
Lugey Dawson
Environmental Engineer
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 467-3780
Email: ldawson@fpua.com

COPY
Gelencia Carter
Purchasing Manager
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 467-3848
Email: purchasing@cityoffortpierce.com

5.2 No inquiries will be received no later than, **5:00 PM, Friday, February 9, 2024.**

6. CERTIFICATE INSURANCE AND BOND REQUIREMENTS

INSURANCE CERTIFICATE

Contractor shall procure, at its own expense, insurance according to insurance requirements listed in **Section IV, page 34, Article 17 of the Sample Contract**. The

insurance shall become effective prior to the commencement of Work by the contractor and shall be maintained in force until completion of job.

BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount. **See Section IV, Sample Contract, Article 18,** of these specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

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

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

9. LEGAL REQUIREMENTS

Bidders are required to have a valid State of Florida license with a minimum of classification of “Certified General Contractor” associated with the company/firm.

SECTION IV

UNIT PRICE CONSTRUCTION
"SAMPLE" CONTRACT

FOR

KINGS LANDING OFFSITE WATER MAIN UPGRADE
AVENUE B AND INDIAN RIVER DRIVE

CITY OF FORT PIERCE BID NO. 2024-016

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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SAMPLE AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____day of _____, 2024 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and _____a _____ corporation, with its principal address at _____(hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **Kings Landing Offsite Water Main Upgrade – Avenue B and Indian River Drive, Bid No. 2024-016, Fort Pierce, Florida**, and

WHEREAS the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional, timely manner, and

WHEREAS the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS the CITY's Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Contract includes the construction of replacing an existing 6-inch cast iron water main with a new 8-inch PVC water main to include services, fire hydrants, valves, and appurtenances on Avenue B and Indian River Drive per the construction plans. A section of 15-inch gravity sewer main is also being removed. The Contract includes the construction drawings and the following:

1. Exhibit "A" - Invitation to Bid No. 2024-016
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications – Dip and PVC Pipe, Fittings, Valves, and Appurtenances
4. Exhibit "D" - Technical Specifications – Water Distribution Systems
5. Exhibit "E" - Bid Forms
6. Exhibit "F" - General Conditions

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

shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "F," "General Conditions," conflict with Contract terms the Contract terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Contract and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Contract, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to act as the general contractor for, and to construct the Project.

2(B) The CONTRACTOR has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the CITY and the CONTRACTOR agree as follows:

3(A) This Contract (along with its exhibits), together with the CONTRACTOR's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied, or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Price.

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR.

3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3(E) Wherever this Contract calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in

the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

3(F) The words “include,” “includes,” or “including,” as used in this Contract, shall be deemed to be followed by the phrase, “without limitation.”

3(G) The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected Work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR’s compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or City Engineer or his designee. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

(1) As between this document and the plans or specifications, this document shall govern.

(2) In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4
CONTRACTOR’S PERFORMANCE

The CONTRACTOR shall perform all of the Work required, implied, or reasonably inferable from this Contract including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in the Contract Documents, except as specifically identified therein as the Work of other parties, in accordance with the terms herein, 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
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Contract 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. **The CONTRACTOR shall accomplish Substantial Completion within ninety (90) calendar days and Final Completion in one hundred (120) calendar days as specified on the Notice to Proceed (sometimes hereinafter referred to as the "Contract Time").** By signing this Contract, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 10(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **$500.00** per day for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Contract. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

5(C) The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Contract such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed "substantially complete," and such partial use or occupancy shall not be evidence of Substantial Completion.

5(D) All limitations of time set forth herein are material and are of the essence of this Contract.

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY, City Engineer or his designee, so as to plan its Work in coordinated sequence with the Work of the CITY

and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work herein, 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, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth 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 Contract (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed 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 contract or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract. The direct costs described above shall be limited to those direct costs attributable solely to this project, and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the progress of the Work or the overall project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above

notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the CONTRACTOR'S primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only, as set forth above, may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors, or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances, or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective Work, shall not under any circumstances be construed as delays, hindrances, or interference compensable further than as described herein.

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Engineering Construction Drawings and Specifications, identified as Bid No. 2024-016, Kings Landing Offsite Water Main Upgrade – Avenue B and Indian River Drive, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed:**
$ (hereinafter the "Contract Amount" or "Contract Price"
Written Amount

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY.

6(C) 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. Said Payment Request shall be in such format and include whatever supporting information as may be required by the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) of that part of the Contract Amount allocable to Contract requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project

and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the City Engineer, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the City Engineer with Payment Request. Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Contract, subject to approval by the CITY. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein.

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 so notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete Work, correcting, and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling any outstanding or

threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective, or nonconforming Work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming Work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment.

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 5 above and elsewhere herein.

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Contract, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of : (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

7(B) The CONTRACTOR is responsible for obtaining ALL permits and paying all fees required of the CONTRACTOR by this Contract, or permits and fees customarily the responsibility of the CONTRACTOR. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City 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 Contract requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this Article shall be in addition to the CITY's ability to remove portions of the Work from this Contract and complete it separately.

ARTICLE 9
DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations, and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform Work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs Work knowing or believing, or if through exercise of reasonable diligence they should have known that such Work involves an error, inconsistency, or omission in the Contract without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such Work and shall correct same bearing the costs set forth in Article 3(H) above.

9(B) All Work shall strictly conform to the requirements of this Contract. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.

9(C) The Work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors, or omissions of those engaged in the Work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed.

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed Work will be complete, of high quality, without defects, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty.

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the Work.

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION

If at any time the City Engineer or his designee reasonably determines that any employee of the CONTRACTOR is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, whom shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the Work prior to submittal of the first application for payment. The CITY Engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the Technical Specifications which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Contract.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Contract. The CONTRACTOR shall not do any Work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract, and shall not relieve the CONTRACTOR of responsibility for deviations from the Contract unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meets the requirements of the Contract, or will do so, including field measurements, materials, and field construction criteria related thereto.

The City Engineer shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its Work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the Work. Upon Substantial Completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash, and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Contract, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform Work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the Work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Contract. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY, and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop Work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other Work with regard to such hazardous material unless otherwise agreed between the City Engineer and the CONTRACTOR. In the case of Work stopped hereunder, Article 6 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses,

(whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent, or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, and 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 6 hereof.

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract 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 Contract, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment, and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

One or more changes to the Work within the general scope of this Contract may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay

as provided in Article 6 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 Price, and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the Work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known.

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety, or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved Workmen, employer contributions towards company standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead and Profit shall be limited to the following schedule:

1. For the CONTRACTOR, for any Work performed by the CONTRACTOR's own forces, 10% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any Work performed by his Subcontractor, 5% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by their own forces, 10% of their materials and direct labor costs.

4. For each Subcontractor, for Work performed by his Sub-subcontractor(s), 5% of the amount due the Sub-subcontractor.

For Change Orders, the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost

+ CONTRACTOR's Direct Labor Costs
+ CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing Contained in this Article shall be deemed to contradict or limit the terms of Article 6(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its Work in violation of this Contract or in violation of an instruction from the City Engineer, such Work shall be uncovered and displayed for review by the City Engineer and/or 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 the City's consultants. If the uncovered Work conforms strictly to this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such Work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct Work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections, and other expenses incurred as a result thereof.

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming Work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer.

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract 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 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 15(C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Contract in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations

in connection with the Work so terminated, other than warranties and guarantees for completed Work and installed equipment, and the CONTRACTOR shall stop Work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected Work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed Work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(1) 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 16(A)(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 Contract.

(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 Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

(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).

(d) The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment, or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Completion has been achieved, if any portion of the Contract 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 Contract.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors, or omissions, or those of their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its Work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized

representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. 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.

Worker's 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

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).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

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

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the Final Completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

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 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 Insurance shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with 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 Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Contract.

17(A)(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 contract.

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 price. 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(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the United State 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 Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance United States Department of Treasury with Treasury Circular 297, revised September 1, 1978 implemented at 31CFR 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 Contract until such

new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety:

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(3) 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 Contract without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity" as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost, or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

CITY:	**CONTRACTOR:**
John R. Andrews, P.E., City Engineer	
City of Fort Pierce	
100 N. US Highway 1	
Fort Pierce, FL 34950	
Phone: 772-467-3774	Phone:
Fax: 772-460-6847	Fax:

Copies to:
City Attorney
City Manager

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
E-VERIFY

Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, CONTRACTOR and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City, CONTRACTOR, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the City.

If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide CONTRACTOR with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the affidavit during the terms of this Agreement.

The City will not intentionally award Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The City shall consider the employment by Contractor of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Contractor agrees that violation by Contractor shall be grounds for unilateral termination of this Agreement by the City.

ARTICLE 27
SOVEREIGN IMMUNITY

Nothing contained in this Contract 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSETH:

_____
Print Name

_____
Signature

_____
Print Name

_____
Signature

CONTRACTOR:

_____
Print Name

By: _____

Title: _____

Federal Tax ID No: _____

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara Hedges, City Attorney

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?		
Did you include proof of proper insurance as stated in the bid documents?		
Is Bid Response Form completed, signed and attached?		
Did you completed, signed and attached the W-9 Form?		
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.		
Include proof of proper licensing as stated in bid documents.		
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?		
Is each Bid Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH BID_____

SECTION V

BID DOCUMENTS

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2024-016

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Tuesday, February 20, 2024,** for:

KINGS LANDING OFF SITE WATER MAIN UPGRADE
AVENUE B AND INDIAN RIVER DRIVE

The work associated with this project consists of replacing an existing 6-inch cast iron water main with a new 8-inch PVC water main to include services, fire hydrants, valves, and appurtenances on Avenue B and Indian River Drive per the construction plans. A section of 15-inch gravity sewer main is also being removed.

Specifications are available upon request in the Office of the Purchasing Manager, City of Fort Pierce City Hall, 100 North U.S. 1, Fort Pierce, Florida.

Electronic copies of the documents may be obtained from the Office of Purchasing at no cost.

The City of Fort Pierce encourages Minority Business Enterprise participation.

Advertising for Bids will conform to federal requirements which include advertising for a minimum of two (2) weeks.

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

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SECTION 1 - DEFINED TERMS

1.1 Terms used in these "INSTRUCTIONS TO BIDDERS" which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SECTION 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be obtained in the manner defined in the Call for Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

SECTION 3 - QUALIFICATIONS OF BIDDERS

3.1 Each Bid must contain evidence that the Bidder has a valid State of Florida license with a minimum classification of “Certified General Contractor” associated with the company bidding along with evidence of the Bidder's qualifications to do business in the State of Florida. To demonstrate qualifications to perform the Work, each Bidder must submit to City, together with the Bid, information including but not limited to financial data, capability to obtain Payment and Performance and previous experience on similar projects, including references and evidence of authority to conduct business in the jurisdiction where the Project is located. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after discovering any conflicts, errors, ambiguities of inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or City Consultant in preparing the Drawings and Specifications. Such reports are available

for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

4.3 If a log of test borings showing a record of the data is obtained by the investigation of subsurface conditions by the City, or their consultants, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City, or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article. Discrepancies must be reported prior to the Pre-Bid Conference.

4.4 Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional investigations, examinations, explorations and tests and obtain any additional information which pertains to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 City will provide each Bidder reasonable access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall restore site to condition existing prior to conducting said investigations and tests.

4.6 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.7 The submission of the Bid shall be an indication that the Bidder has considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service.

SECTION 5 - INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City Engineer. Bidders are required to advise the City Engineer of any conflicts in the Contract Documents or any discrepancies between conditions noted at the project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding.

Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

SECTION 6 - BID SECURITY

6.1 Bid Security shall be made payable to City, in an amount of 10 percent of the Bidders maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on the prescribed form attached issued by a Surety.

6.2 The Bid Security of the Lowest and Best Bidder shall be retained until such Bidder has executed the Agreement, furnished the required Contract Security, the Insurance Certificates and Endorsements, and complied with the State of Florida requirements; if the Lowest and Best Bidder fails to execute and deliver the Agreement or furnish the Contract Security within ten (10) days of the receipt of Agreement, City may annul the Notice of Award and the Bid Security of that Bidder may be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first day after the Bid opening. Bid Security of other Bidders may be returned within seven days of the Bid opening.

SECTION 7 - CONTRACT TIME

7.1 The time of completion is of the essence of the Contract, and the Bidder awarded the Contract shall proceed with the Work in accordance with the Contract time period specified in the Notice to Proceed for each project. In the event of failure to complete the Work within the time specified, the City may assess damages and/or impose penalties as provided by law or the Contract Documents, unless an appropriate extension of time has been granted by the City.

SECTION 8 - LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City

may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

SECTION 11 - BID FORM

11.1 The Bid Form(s) is included in the Contract Documents.

11.2 Bid Forms must be completed in ink or typewritten. **Bid prices shall be provided for all items listed. All partial bid proposals shall be rejected.**

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnership must be executed in the partnership name and signed by an authorized partner, whose title must appear under the signature.

11.5 All names and titles must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

SECTION 12 - SUBMISSION OF BIDS

12.1 Submit bids on Bid Forms supplied herein. Bids shall be submitted at the time and place indicated in the CALL FOR BIDS and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security.

If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12.2 Bids received after the time and date specified in the CALL FOR BIDS shall not be considered and will be returned unopened.

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a bid will not prejudice the rights of Bidder to file a new Bid

SECTION 14 - OPENING OF BIDS

14.1 At the specified time and place as indicated in the CALL FOR BIDS, Bids shall be opened publicly and read aloud.

14.2 An abstract of the amounts of the base bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that maybe used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. It shall be the Bidder's responsibility to determine if a different quantity of any item required and to bring the same to the attention of the City Engineer, or Consultant prior to submittal of the Bid.

14.4 Notwithstanding any other provision contained in the Contract Documents, the City reserves the right to reject any and all bids, or portions thereof, and waive any and all irregularities, and the right to disregard any or all nonconforming, unbalanced, or conditional bids or counter proposals. The City may reject, as non- responsive, any or all bids where bidders fail to acknowledge receipt of addenda as prescribed. If the City elects not to reject a bid which fails to acknowledge receipt of any addendum, the bid shall be construed as though the addendum has been received and acknowledged by the Bidder.

14.5 The bids supplied shall be a Unit Price Bid. Unit Price bids for the work items shall be based on estimated quantities for the purpose of determining the best and Lowest Bidder and unit prices as shown in the Bid Form (see Paragraph 14.3 above). In the event that work in addition to estimated quantities is required, compensation to the Contractor shall be based on the unit prices indicated in the Bid Form. For basis of award, discrepancies between the total Bid and the sum of columns of figures shall be resolved in favor of the total Bid. Contractor shall be responsible for the accuracy of the arithmetic of the bid, in particular with the addition of the columns to match the total Bid. City has the right to accept the total Bid whether it is less or more than any additions of any columns or extensions and prorate the unit prices to match the total Bid amount. Contractor shall lose his bid deposit if contract award is not accepted by such Contractor.

SECTION 15 - BIDS TO REMAIN OPEN

15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15.2 Extensions of time when bids shall remain opened beyond the sixty-day period may be made only by mutual agreement between the City, the Lowest and Best Bidder, and the Surety, if any, for the Lowest and Best Bidder.

SECTION 16 - AWARD OF CONTRACT

16.1 Award shall be based on products, equipment and materials named in the Contract Documents.

16.2 In evaluating Bids, City shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.

16.3 In evaluating Bids, City shall consider the information provided by the Bidder as described in these INSTRUCTIONS TO BIDDERS.

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

16.5 The City shall require the Lowest and Best Bidder to submit a certified statement describing his organization, plant, manpower and financial resources, and list all previous and/or ongoing construction contracts over the last 5 years, regardless of amount or completion status. Information shall be submitted on the Associated General Contractors of America Form "Standard Questionnaires and Financial Statement for Bidders", available from AGC, 1957 "E" Street, N.W., Washington, D.C., 20006, or other form acceptable to City. The information shall be certified by a Certified Public Accountant for bids over $25,000 and shall be submitted to the City prior to Contract Award. The City, at its discretion, may require any or all of the above listed information from any other Bidder.

16.6 City may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form and Section 10 of these Instructions.

16.7 City may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

16.8 City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

16.9 **City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped**

subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.

16.10 If the Contract is to be awarded, it will be awarded to the best and lowest responsible Bidder on the basis of the total Bid amount, qualifications, experience, and ability to perform the work. City reserves the right to reject all bids or portions thereof.

SECTION 17 - BONDS AND INSURANCE

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to City, it shall be accompanied by the required Bonds, Insurance Certificates, and Endorsements on forms prescribed by City. The City must receive with Successful Bidder executed Agreement copies of all insurance policies for the insurance requirements set forth in the General and Special Supplemental Conditions. Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds must file with such Bonds a certified copy of their power- of-attorney to sign the Bonds.

SECTION 18 - SIGNING OF AGREEMENT

18.1 When City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days of receipt thereafter, Successful Bidder shall sign and deliver at least two (2) counterparts of the Agreement to City, together with the documents described in Section 17 above attached. Within ten (10) days after receipt of the properly executed and completed submittal, City will deliver a fully signed counterpart to Successful Bidder.

18.2 Failure by a Successful Bidder to whom the contract is awarded to execute the Agreement, or to correctly complete or furnish required Bonds or insurance certificates and endorsements, shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

18.3 If Successful Bidder is a Corporation, the Agreement shall be signed by the President, attested by the Secretary, and have the Corporate Seal affixed. The executed Agreement shall be accompanied by a Certificate of Good Standing dated within 30 days and an Incumbency Certificate, under oath, executed by Legal Counsel or the Secretary of the Corporation, and the Corporate Seal if by the Secretary.

18.4 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or correctly complete or furnish the required Bonds, insurance certificates and endorsements within the time period specified in Article 10, Section 18.1 above or fails to comply with submittal requirements specified in Article 20 shall be liable to the City for all damages resulting there from, including reasonable attorneys' fees and costs, and attorneys' fees and costs on appeal. The Bid Security forfeited shall not be a limitation thereon.

SECTION 19 - SCHEDULE OF SUBMITTALS

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

SECTION 20 - SPECIAL WARRANTY, GUARANTEE, BOND, INSURANCE, MAINTENANCE, AND CORRECTION PERIOD REQUIREMENTS

20.1 There may be special requirements pertaining to Warranty, Guarantee, Bonds, Insurance, Maintenance, and the Correction Period which are described in the Contract Documents. Bidders shall review these special requirements, if applicable, and reflect in their bids all costs associated therewith.

SECTION 21 – MATERIALS

21.1 Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained.

21.2 State produced materials are now allowed.

21.3 State/Local Owned/Furnished/Designated materials may be utilized if it is in the public interest and approved by the CITY.

END OF SECTION

GENERAL REQUIRMENTS

(Section 01000)

PART 1 – GENERAL

1.01 INTRODUCTION:

The specifications and standards presented herein are to assure uniformity and quality of construction of potable water and wastewater facilities that will be connected to FPUA water and wastewater systems. These specifications shall be used in the design and construction of such systems, and applicable provisions herein shall be incorporated into all plans and specifications for new systems or connections to existing systems. In case of conflicts, the following precedence will apply: State and local ordinance, FPUA Resolutions, FPUA approved contracts, FDEP Regulations, these design standards, drawings, and specifications. Conflicts should be brought to the attention of the Utilities Engineer. Both plan and profile drawings are required, and shall be submitted to FPUA for review and approval.

A. TERMINOLOGY

Contractor – The Owner, Developer, Builder, Contractor, or other individual, company, or corporation responsible for the construction of potable water and/or wastewater facilities covered by these standards.

FPUA – Fort Pierce Utilities Authority, governed by the Fort Pierce Utilities Authority Board, whose offices are located at 206 South Sixth Street, Fort Pierce, FL 34950.

Director – The Director of Utilities or his authorized representative.

Department – The applicable FPUA Water or Wastewater Department.

Utilities Engineer – FPUA Water/Wastewater/Natural Gas Utilities Engineer or his authorized representative.

Engineer – Engineer of Record.

He, His – Pronouns used to designate either male or female personnel.

1.02 COMMENCEMENT OF WORK:

No construction work shall be started without approval by the Utilities Engineer and by other interested agencies having jurisdiction. A pre-construction meeting shall be held a minimum of 48 hours prior to commencement of construction. All agencies having jurisdiction shall be notified of the preconstruction meeting.

1.03 USE OF RIGHT-OF-WAY:

Permission for use of right-of-way shall be obtained from the appropriate governing agency having jurisdiction. All required right-of-way use permits shall be obtained prior to construction. Owner and Engineer are responsible for applying for and obtaining all required permits.

GENERAL REQUIRMENTS

1.04 OTHER STANDARDS:

These standards and specifications contain certain abbreviated references to standards or specifications of various organizations including, but not limited to, the following:

AASHTO, American Association of State Highway Traffic Officials

ANSI (USASI, ASA), American National Standards Institute (formerly United States of America Standards Institute, formerly the American Standards Association) AWWA, American Water Works Association CSI, Construction Standards Institute

DIPRA, Ductile Iron Pipe Research Association

EPA, Environmental Protection Agency, United States

FDEP, Florida Department of Environmental Protection

FDOT, Florida Department of Transportation, State of Florida

FM, Factory Mutual

FS, Florida Statutes

NEC, National Electrical Code

NEMA, National Electrical Manufacturers Association

OSHA, Occupational Safety and Health Administration - (U.S. Department of Labor) SFWMD,

South Florida Water Management District

TSS (S), Ten State Standards, i.e., Recommended Standards for Wastewater Facilities

TSS (W), Ten State Standards, i.e., Recommended Standards for Water Works

UL, Underwriters Laboratories

When standards or specifications are indicated herein by reference, the referenced portion shall apply to the most recent edition of the publication and shall have the same force and effect, to the extent indicated by the references thereto, as if they were included herein in their entirety.

1.05 SAMPLING AND TESTING:

GENERAL REQUIRMENTS

A. Except as otherwise provided, sampling and testing of materials, and the laboratory methods and testing equipment used, when required, shall be in

accordance with the latest published standards (including published tentative) or methods of ASTM, (including published tentative) or methods of AASHTO, AWWA, or other such organizations recognized as authoritative for the type of test required.

B. The testing of samples and materials shall be made at the expense of the Contractor, unless otherwise specifically authorized or approved in writing. All test results shall be submitted to the Engineer and Utilities Engineer for review and acceptance.

1.06 LEGAL RESTRICTIONS AND PERMITS:

The Contractor at all times shall observe and comply with all Federal, State, County, City, and other laws, codes, ordinances, and regulations in any manner affecting the conduct of the work. He shall further procure all permits, other than those required by the Engineer, and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Engineer will be responsible for City, County, State, Regional, and Federal permits.

1.07 PUBLIC CONVENIENCE AND SAFETY:

A. Materials stored at the site of the work shall be so placed and the work shall at all times be so conducted as to cause no obstruction to vehicular or pedestrian traffic. No roadway shall be closed except by express permission of the authorized public agency having jurisdiction. Contractor is responsible for public convenience.

B. Precaution shall be exercised at all times for the protection of persons and property. The Contractor shall be responsible for safety on the job site. The safety provisions of applicable laws, building codes and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of OSHA, and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America.

1.08 CHEMICAL USAGE:

All chemicals used during project construction or furnished for project operations, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either U.S. Environmental Protection Agency or U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict conformance with environmental regulations. Any chemicals used in construction or operation of the water system shall be NSF International approved.

1.09 PROTECTION OF PROPERTY

A. The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, and underground structures, etc., on and adjacent to the site of the work. If work is to be

performed in an easement on private property, then affected property owners shall be notified 24 hours in advance of construction.

B. The Contractor shall not do any work that would affect any railway track, pipeline, telephone, power transmission line, or other utilities or structure, or enter upon the right-of-way or other land appurtenant thereto, until proper authority has been secured from the proper persons. Utility location agencies shall be given sufficient notice prior to construction in accordance with Underground Facility Damage Prevention and Safety FS 556.

C. The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in his manner or method or executing said work, from his non-execution of said work, or from defective work or materials, and he shall not be released from said responsibility until the work has been completed and accepted and the warranty requirements fulfilled.

1.10 RESTORATION OF PROPERTY

A. Responsibility: All damage as a result of construction work done to existing structures, wetland areas, roadway pavement, driveways, other paved areas, fences, utilities, traffic control devices, and any other obstruction not specifically named herein, shall be repaired, restored, or replaced by the Contractor unless otherwise specified.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore such property, at his own expense, to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in a manner acceptable to the damaged or injured party.

B. Temporary Repairs: All damage named in Paragraph 1.10A above shall be at least temporarily repaired, restored, or replaced immediately following construction efforts at that location. Temporary restoration shall mean putting the affected area back into a safe, usable condition. In no case shall trenches remain open overnight within a street right-of-way unless specific approval is granted by the agency having jurisdiction.

C. Permanent Repairs: All damage named in Paragraph 1.10A above shall be permanently repaired, restored, or replaced no later than the 30 calendar days following

the completion of construction at that location unless otherwise stipulated. Permanent repairs will be accomplished in a professional workmanship-like manner in accordance with specifications contained herein, or contract documents, if addressed. The Contractor may be relieved of the 30-day time limit only by specific written agreement with the Utilities Engineer or by the Director.

D. FPUA Restitution: In the event that the Contractor fails to make the permanent repairs within the time specified in Paragraph 1.10 C. above, FPUA at its option will with its own resources or by contract with others, cause the repair, restoration, or replacement of the affected area to be accomplished. The costs of such work will then be deducted either from the next pay request or from any other monies owed the Contractor by FPUA.

E. Protection and Restoration of Easement on and/or Road Right-of-Way, and Private Property: During the course of construction, the Contractor shall take special care and provide adequate protection in order to minimize damage to vegetation, surfaced areas, and structures within the construction right-of-way, easement, or site, and take full responsibility for the replacement or repair thereof. The Contractor shall immediately repair any damage to the private property created by encroachment thereon. Should the removal or trimming of valuable trees, shrubs or grass be required to facilitate the installation within the designated construction area, this work shall be done in cooperation with the appropriate agency having jurisdiction in the area in which the work takes place. Said valuable vegetation, removed or damaged, shall be replanted, if possible, or replaced by items of equal quality, and maintained until growth is reestablished. Topsoil damaged in the course of work shall be replaced with at least a four-inch layer of suitable material. Following construction completion, the work area along the route of the installation shall be finish graded to elevations compatible with the adjacent surface, with grassing or hand raking required within developed areas.

F. Sidewalk and Driveway Restoration: Existing sidewalks and driveways removed, disturbed, or destroyed by construction shall be replaced or repaired. Restoration shall be to the nearest joint, right-of-way line or road apron. The finished work shall, as a minimum, be equal in all respects to the original or as required by the specific permit.

G. Cleanup: Work site cleanup and property restoration shall follow behind construction operations without delay. In order to facilitate an acceptable construction site, debris and waste materials shall be removed from the site daily and trenching length versus pipe laying shall be coordinated to preclude overnight trench opening. Construction site maintenance, along with on-going cleanup and final property restoration acceptance, shall be as directed and approved by Engineer, the Utilities Engineer, or the City, State, and/or County, if necessary.

1.11 WORK IN STREETS:

A. Traffic Control: The Contractor shall provide bypasses, crossings, and other means for the maintenance of one-way traffic in all streets, and two-way traffic wherever possible, in all streets where work is in progress. Construction operations shall be carried on only between those hours and days as required by the appropriate agency having jurisdiction, except for operations specified for alternate times or in cases of emergency. The Contractor shall plan and schedule his operations to impose the least possible interference with normal traffic flow. The Contractor is required to have a City, County, or State approved traffic control plan for each situation that may occur during the course of construction. This applies to State-controlled right-of-way as well as City or County right-of- way. The traffic control plan must be submitted to

the appropriate agency having jurisdiction in adequate time prior to any activity for review and approval.

B. Traffic Control Devices, Signs, and Barricades: The Contractor shall provide, erect, and maintain effective barricades, traffic control devices, danger signals, and signs on all intercepted streets or highways and in other locations where required for the protection of the work and the safety of the public. Barricades or obstructions that encroach on, or, are adjacent to, public rights-of-way shall be provided with lights that shall be kept burning at all times between sunset and sunrise. Conformity with State, County, City, and local laws and regulations is required in the use of streets and highways. The Contractor shall be responsible for all damages resulting from any neglect or failure to meet these requirements. Flagmen shall be provided as required by local regulations or as necessary to fulfill the requirements stated herein.

C. Traffic and Services: Adequate means of access to all public and private properties during all stages of construction shall be provided. Unless approval in writing is secured from the appropriate agency having jurisdiction, there shall be no interruption of service to present customers of such utilities requiring repairs, changes, or modifications caused by the construction work.

D. Applicable Codes: The FDOT Roadway and Traffic Design Standards, Uniform Manual for Traffic Control Devices, FPUA Design and Construction Standards, the City of Fort Pierce Ordinances, and the St. Lucie County Ordinances shall be followed as applicable.

1.12 DISRUPTION TO EXISTING SYSTEM OPERATIONS:

The Contractor shall perform operations necessary for connecting to the existing system at times of minimum flow rate. Said operations shall be accomplished expeditiously in order to minimize service disruption. All schedules shall be coordinated with and approved by the Utilities Engineer. A plan for connection shall be submitted to the Utilities Engineer at a minimum of three (3) working days prior to connection.

1.13 MINIMIZING SILTATIONS AND BANK EROSION:

During all dewatering or other operations involving the use and disposal of water, suitable means shall be provided by the Contractor to minimize soil erosion, siltation, and sedimentation of natural or artificial ditches, drainage channels, streams, lakes, or other waterways. The Engineer must approve such means proposed by the Contractor prior to any dewatering, pumping, or other water-involved operations in above areas. If required, in the opinion of the Engineer, methods such as stilling basins, baffles, siltation basins, matting, spread-disposal, recharge pits, etc., shall be used by the Contractor to minimize siltation and bank erosion, with said methods in full compliance with FDEP and SFWMD standards and requirements. Copies of all approved and applicable permits from Federal, State, and local agencies shall be in the possession of the Contractor prior to commencing any work.

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14 SURVEY AND CONSTRUCTION STAKES:

It shall be the responsibility of the Contractor to provide and set in place all construction stakes and marks for lines, grades and measurements necessary or required for the proper prosecution and control of the work. He shall be responsible for the accuracy and preservation of the stakes and marks. The plans shall also show or describe the reference points or monuments from which the Contractor shall lay out the work and the Contractor shall scrupulously preserve these reference points. He shall immediately restore any damaged, dislodged, or lost reference points, at his expense.

1.15 BENCHMARKS AND MONUMENTS:

The Contractor shall carefully maintain all benchmarks, monuments, and other reference points. Survey monuments or benchmarks which have to be disturbed by this construction work shall be carefully witnessed before removal and replaced upon completion of the work by a Professional Land Surveyor, registered in and by the State of Florida.

1.16 EMPLOYEES AND SUPERINTENDENTS:

The Contractor shall employ superintendents, supervisory personnel, and employees who are careful and competent. When FPUA is the owner, FPUA may demand the removal of any person or persons employed by the Contractor on the work who shall be incompetent, unsafe, or negligent in the proper performance of their duties, or neglect or refuse to comply with the directions given.

1.17 SANITARY PROVISIONS:

The Contractor shall provide and maintain in a neat and sanitary condition, accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of OSHA, State, local health department, or other agencies having jurisdiction.

1.18 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS:

The entire installation and each part thereof shall be constructed in the position required, the finished surfaces of structures shall conform to the elevations and gradients specified, and all parts of both substructures and superstructures shall be in proper alignment and adjustment and confirmed by the Engineer of Record during and/or prior to actual installation. The Contractor shall provide all frames, forms, false work, shoring, guides, anchors, and temporary structures that may be required to assure these results. Any deviation from the plans and working drawings that may be required must have prior approval of the Engineer and the Utilities Engineer.

1.19 SUBSTITUTIONS OR "APPROVED EQUALS":

Whenever a material or article required is specified or shown on the approved plans by using the name of the proprietary product or of a particular manufacturer or vendor, itshall be considered that this was done only for the purpose of establishing a standard of quality for

the specified materials. Any material or article which will perform the function imposed by the general design will be considered equal and satisfactory, provided the Utilities Engineer is assured the material or article so proposed is of like substance, form and function. Such substitutions shall not be purchased or installed without written approval from the Utilities Engineer. Substitution may be restricted because of inventory control.

1.20 INSPECTION BY DEVELOPER

The purpose of this section is to clearly define the qualifications and responsibilities of all inspectors of private development projects. "Inspector" shall be used to define said private inspector for this Section 1.20.

A. All inspectors considered for work on an FPUA project must submit a resume for review and acceptance by the Utilities Engineer prior to the preconstruction meeting.

B. The inspector shall be required to spend an average of three hours per day on the project unless otherwise relieved of this responsibility by the Utilities Engineer. He shall be present at all critical times such as tie-ins, utility crossings, pressure testing, pigging, flushing, chlorinating, structure installations, televising, lift station start-up and testing or any other events as determined by the Utilities Engineer.

C. The inspector shall be responsible for obtaining a current copy of the FPUA Water/Wastewater Engineering "Design and Construction Standards," available at www.FPUA.com.

D. The inspector shall provide all necessary equipment required to perform his job in a professional manor.

E. In the event that construction is required in public right-of–ways or public easements, the inspector shall provide a detailed VHS or digital video of the

construction route, which will be reviewed by the Utilities Engineer. The video must be provided to FPUA a minimum of one week prior to the start of construction.

F. There will be no deviations to the design on any portion of the project without the approval of the Utilities Engineer. The inspector will be responsible for providing pictures of all points of conflict or approved changes in the design.

G. The inspector will be required to keep detailed daily reports to be turned in to the Utilities Engineer on a weekly basis. He shall keep accurate mark-ups on the approved utility plans to include all daily measurements and utility clearances. These plans will serve as the project engineer's point of reference for the creation of record drawings. At project completion, said plans shall be turned over to the Utilities Engineer.

H. The inspector shall work closely with the Utilities Engineer at all times. In the event that the quality or quantity of inspection services is questioned by the Utilities Engineer, he may direct the inspector to report to him on a more regimented

schedule. If the inspector's performance is still not acceptable to the Utilities Engineer, he may direct that the construction be stopped until a suitable replacement is found.

1.21 INSPECTION BY OTHER AGENCIES:

The EPA, the U.S. Department of Labor, the DEP, and other authorized governmental agencies having legal interest in the project shall have free access to the site for inspecting materials and work, and the Contractor shall afford them all necessary facilities and assistance for doing so. Any instructions to the Contractor resulting from these inspections shall be given through the Engineer or Utilities Engineer. These rights of inspection shall not be construed to create any contractual relation between the Contractor and these agencies.

1.22 RECORD DRAWINGS

Record drawings are the sole responsibility of the Engineer of Record. The Utilities Engineer will not accept record drawings produced by a surveyor. The Engineer shall utilize the services of the inspector as referenced in Section 1.20 to compile accurate record drawings in conformance with all requirements listed below.

A. Record drawings shall be signed and sealed by the Design Engineer on plans approved for construction.

B. Record drawings by surveyors obtained **after** completion of construction **will not be accepted**.

C. All record information shall be placed in the following datums:

1. Horizontal: NAD 1983 State Plane Florida East Zone0901 Foot

2. Vertical: NGVD29 or NAVD88 - (NAVD88 benchmarks are not as readily available however use when possible)

3. Datums shall be clearly identified on ALL submittals.

D. All entities (lines, points, etc…) in AutoCAD files shall be placed in datums listed above. A drawing file referenced to a datum will not be acceptable. For example, an AutoCAD file may be drawn to a benchmark however placed on coordinate system such as (0,0) or (10,000,10,000). All associated or x-ref files shall adhere to datum requirements.

E. Submittals for Record drawings are listed below:

1. First Submittal and Re-submittals
- i. (2) Complete set on paper (Bond).

2. Final Submittal
- i. (2) Complete sets on paper (Bond).
- ii. (1) Complete set on Mylar (Matte Film)
- iii. (1) CD with AutoCAD File and any related files.

F. All utility record drawing information shall be placed in one AutoCAD file. All layouts shall be in paper space regardless of plan and profile sheet count.

G. All utility plans shall not be larger than 24" by 36" paper size and shall adhere to one of the following scale schedule: 1" = (10', 20', 30', 40', 50'). All related profiles shall be one-tenth scale of the plan: 1"= (1', 2', 3', 4', 5').

H. All plans shall be printed as a utility plan. All utility infrastructures shall be clearly legible. For example, other utilities such as drainage shall be shown but grayed out.

I. All utilities shall use the following layering convention:

1. Proposed and/or Existing underground – P-U-*-%
- i. Use "P" and/or "E" for proposed and existing, respectively.
- ii. The * can be replaced with Water, Sewer, Raw, Gas, Electric
- iii. The % can be replaced with the following:
  1. FH = Fire Hydrant
  2. VALVE = Gate, Check, Butterfly, etc…
  3. MH = Manhole
  4. LS = Lift Station
  5. ARV = Air Release Valve
  6. BO = Blow Off
  7. REDUCER = Reducer
  8. FITNS = Fittings
  9. Other layers may be used as deemed necessary by the engineer of record
- iv. Examples: P-U-Water-FH, E-U-Sewer-MH, etc…

J. Prior to submittal to the Utilities Engineer, all other formats of digital record drawings shall be converted to AutoCAD 2004 or later.

K. All changes to design location of all material shall be drawn to scale.

L. Draw in detail any substantial changes.

M. Include linear footages installed for all pipelines (water and sewer).

N. Mark depth of pipelines (water and sewer) from grade every 100 feet.

O. Confirm all design utility separations on record drawings (vertical & horizontal).

P. Denote all pipeline horizontal location from edge of pavement and right-of-way.

Q. Mark locations and footage of all laterals from the downstream manhole.

R. Mark all grade, footages and inverts on sanitary runs and manholes.

S. Include make, model number, impeller size, float settings and serial number of pumps.

T. Mark all bacteriological sampling points on plans.

U. Bore logs required for all directional drills: include on record drawing depicting both horizontally and vertically.GPS all appurtenances with sub meter or greater accuracy (valves, fittings, hydrants, etc.) using datum listed in Item 1.22(C).

W. All language on record drawings shall be present tense.

X. Mark all pipeline material changes, for example PVC, DIP, and HDPE.

Y. Show location of all other on-site utilities with respect to off-site utilities.

Z. Show any dedicated easements, identified by O.R. Book and Page Number.

1.23 DEFECTIVE AND UNAUTHORIZED WORK:

A. All work that has been rejected or condemned shall be removed and replaced unless a repair is approved by the Utilities Engineer. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of the work and replaced with satisfactory material by the Contractor at his own expense.

B. Upon reasonable cause, due justification by, and at the request of FPUA, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore the said portions of the work to the condition required by the approved plans and specifications. If the work uncovered is rejected, then the Contractor is responsible for restoration, as well as repair. Otherwise, FPUA will bear responsibility.

C. Failure to reject any defective work or material during construction shall not prevent later rejection upon discovery prior to acceptance or obligate FPUA to final acceptance.

1.24 WARRANTY:

A. One Year Warranty Period: If, within one year after the date of final acceptance by FPUA or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the contract documents, or by any specific provision of the contract documents, any work is found to be defective, the Contractor shall promptly, without cost to FPUA and in accordance with written instructions from the Engineer and/or the Utilities Engineer, either correct such defective work, or if it has been rejected, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, FPUA may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the

Contractor. In special circumstance where a particular item of equipment is placed in continuous service before substantial completion of all the work, the warranty period for that item may start to run from an earlier date if so provided by the specifications or by written amendment to the Contract Documents.

B. Emergency Repairs: During the time that a utilities construction project is either under construction or under a warranty period, emergencies which arise must be handled as the situation dictates. In as much as each situation is unique because of time, place, and circumstance, the following guidelines will be used to the extent possible:

1. An emergency is defined as a situation, which develops suddenly and demands immediate action to halt a worsening condition.

2. Upon notification of an emergency situation, FPUA will respond as rapidly as possible to bring the situation under control, i.e., to terminate the emergency. The Contractor will be notified of the situation, as soon as practical by FPUA. Repairs, which must be affected in the aftermath of an emergency, are the responsibility of the Contractor.

3. Those non-emergency type repairs must be complete or at least in progress within seven (7) calendar days of notification by FPUA.

4. Any repairs accomplished under this section by FPUA are subject to be billed to the Contractor.

5. If circumstances warrant, notifications should be given to the Emergency Operations Center 911.

1.25 UTILITY EASEMENTS:

A. Required minimum utility easements in subdivisions, residential and commercial are fifteen (15) feet, unless approved in writing by FPUA.

B. Sidewalks shall not be constructed within utility easements, unless approved in writing by FPUA.

1.26 ACTIVATION OF NEW SERVICES:

The following items are required by the Utilities Engineer before activation of new services.

A. 100% completion of punch list items as provided by FPUA inspector or Utility Engineer.

B. Letter of Certification from the Engineer, stating all lines or lift stations, etc., have been inspected, tested, and installed according to the Engineer's specifications and as-built drawings. Show calculations and test results according to AWWA Standards.

C. Certification of compliance from the FPUA Department Superintendent(s) following the final inspection.

D. Copy of FDEP Letter of Acceptance stating that the facilities have been approved and may be put into service.

E. One set of as-built prints, one set of Mylar as built prints signed and sealed by the Engineer of, and corrected digital file in AutoCAD 2004 format.

F. Valve GPS data as specified in section 1.22.

G. Copy of all release of lien forms.

H. Copy of release of bond from any applicable agencies.

I. Final costs and quantities for all pipe, valves, structures and appurtenances.

J. Executed utility easements, if applicable forms.

K. Executed Annexation Agreement, if applicable.

L. The owner must make application for service and make payment of applicable fees. Send complete package to:

FORT PIERCE UTILITIES AUTHORITY
Water/Wastewater/Natural Gas Engineering
1701 South 37th Street (34947)
P.O. Box 3191
Fort Pierce, FL 34948-3191

1.27 EQUIPMENT INSTALLATION:

All equipment shall be installed satisfactorily and properly for the specified service, and in accordance with the manufacturer's recommendations. All required piping, electrical connections, and other necessary items shall be furnished and connected in order to provide a complete operating facility.

1.28 NAMEPLATES:

With the exceptions noted, each piece of equipment furnished and installed by the Contractor shall be provided with a substantial nameplate of non-corrodible metal, securely fastened in place and clearly and permanently inscribed with the manufacturer's name, model or type designation, serial number, principal rated capacities, electrical or other power characteristics, and similar information as appropriate.

1.29 MODIFICATIONS TO EXISTING EQUIPMENT:

Should modifications to existing FPUA equipment be required in order to achieve the required operational facility, the Engineer shall coordinate all designs and construction procedures with the Utilities Engineer and receive advance approval there from. Additionally, the Engineer shall consult with, and obtain the written commendation of, the existing equipment manufacturer regarding any such modifications, and include all such information in the approval presentation.

1.30 SALVAGE:

Existing equipment and materials that are to be removed during the course of modification work, including pumps, motors, and pump parts; pipe, valves, and fittings; electrical and control parts; and other salvageable items, shall remain the property of Contractor, unless otherwise specified.

1.31 EQUIPMENT OPERATING TESTS:

Following the installation and final adjustment, all equipment shall be test operated under normal and full load conditions for a period of not less than two hours. Any faults or deficiencies that may appear shall be promptly corrected and the system re-tested for satisfactory operation. The tests shall be performed in the presence of the authorized representatives of the Utilities Engineer and the Engineer. The Contractor shall instruct designated employees of FPUA in the proper care, operation, and maintenance of all equipment and materials. The Contractor shall furnish all electricity, gas, lubricants, water, and other materials required to make tests and shall replace or repair all material or equipment found to be defective or deficient. Timing and performance of tests shall be coordinated with the Utilities Engineer.

1.32 MANUFACTURER SUPERVISION:

The Contractor shall require manufacturers furnishing primary equipment to provide the services of a qualified technical representative for such periods as are necessary to supervise proper installation; perform final adjustments and testing for the operational system; and instruct operating personnel in the use of the equipment. The manufacturer shall certify in writing to the Utilities Engineer as to the correct installation and operation of their equipment.

1.33 OPERATING INSTRUCTIONS AND PARTS LISTS:

The Contractor shall furnish, for each piece of operating equipment, three complete, neatly bound sets giving the information listed below:

A. Clear and concise instructions for the operation, adjustment, and lubrication and other maintenance of the equipment. These instructions shall include a complete lubrication chart.

B. List of all parts for the equipment, with catalog numbers and other data necessary for ordering replacement parts.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

PART 1 - GENERAL

1.01 GENERAL

The provisions set forth in this section shall be applicable to all underground wastewater and water piping installations, regardless of location, unless prior approval is received from the Utilities Engineer for special design considerations. All excavations shall be properly shored, sheeted and braced or cut back at the proper slope to provide safe working conditions, to prevent shifting of material, to prevent damage to structures or other work and to avoid delay to the work, all in compliance with the U.S. Department of Labor Occupational Safety and Health Act (OSHA), the State of Florida Trench Safety Act (Chapters 90-96 of the laws of Florida, CS/CB 2626 or as amended), and under Section 107 of the Contract Work Hours and Safety Standards Act (Public Law 91-54 or as amended). The minimum shoring, sheeting, and bracing for trench excavations shall meet the general trenching requirements of the safety and health regulations. In all cases where a conflict exists in the requirements of OSHA Regulations, Florida Trench Safety Act, and these specifications, the requirements of the state agency shall prevail.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. SHEETING AND BRACING:

1. Wood sheeting to be left in place shall be pressure treated with preservative in accordance with the current requirements of the American Wood Preservers Association Manual of Recommended Practice.

2. Steel sheeting to be left in place shall be as specified in ASTM Designation A328.

B. CONCRETE:

Required concrete shall have a minimum 3,000 pounds per square inch compressive strength.

PART 3 – EXECUTION

3.01 TRENCHING:

A. Trench Dimensions: The minimum width of the trench shall be equal to the outside diameter of the pipe, plus 12 inches, and the maximum width of trench, measured at the top of the pipe, shall not exceed the outside pipe diameter plus two feet, unless otherwise shown on the drawing details or approved by the Engineer.

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

B. Trench Grade: Standard trench grade shall be defined as the bottom surface of the utility to be constructed or placed within the trench. Trench grade for utilities in rock or other non-cushioning material shall be defined as six inches below the outside of the bottom of the utility, which six inches shall be backfilled with extra utility bedding material. Excavation below trench grade that is done in error shall be backfilled to trench grade with granular material and compacted.

C. Utility Bedding: The bottom of the trench shall be shaped to provide a firm bedding for the utility pipe. The utility shall be firmly bedded in undisturbed firm soil, or hand-shaped unyielding material. The bedding shall be shaped so that the pipe will be in continuous contact therewith for its full length and shall provide a minimum bottom segment support for the pipe equal to the spring line of the pipe or one-half of the outside diameter of the barrel. Bedding shall be installed in accordance with ANSI/AWWA C150/A21.50. Special bedding may be required, due to depth of cover, impact loadings, or other conditions.

D. Unsuitable Material Below Trench Grade: Soil unsuitable for a proper foundation encountered at or below trench grade, such as muck or other deleterious material, shall be removed for the full width of the trench and to the depth required to reach suitable foundation material, unless special design considerations receive prior approval from the Utilities Engineer. Backfilling below trench grade shall be in compliance with the applicable provisions of Subsection M, "Backfill", with material as specified under Paragraphs M.1. and M.2 of this section.

E. Extra Utility-Bedding Material: When rock or other non-cushioning material is encountered at trench grade, excavation shall be extended to six inches below the outside of the bottom of the utility, and a cushion of granular material rock shall be provided. Utility-bedding material shall be installed as specified under Paragraph M.2.

F. Sheeting and Bracing: In order to prevent damage to property, injury to persons, erosion, cave-ins, or excessive trench widths, adequate sheeting and bracing shall be provided, as required, and/or directed by the Engineer, in accordance with accepted standard practice. When the situation arises, sheeting and bracing shall be used as necessary to protect the integrity of the road shoulder. Sheeting shall be removed when the trench has been backfilled to at least one-half its depth, or when removal would not endanger the construction of adjacent structures. When required, to eliminate excessive trench width or other damage, sheeting, bracing, or shoring shall be left in place and the top cut off at an elevation of 5.0 feet below finished grade, unless otherwise directed.

All sheeting and bracing will be in accordance with OSHA, and the Florida Trench Safety Act.

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

G. Excavated Material: Excavated material to be used for backfill shall be neatly and safely deposited at the sides of the trenches where space is available. Whenever

possible, excavated material near a roadway should be deposited on the right-of-way side of the trench away from the travel way. Where stockpiling of excavated material is required, the Contractor shall be responsible for obtaining the sites to be used and shall maintain his operations to provide for natural drainage and not present an unsightly appearance. All sites shall be restored after fill is removed.

H. Material Disposal: Excess, unsuitable, or cleared and grubbed material resulting from the utility installation shall be removed from the work site and disposed of a location(s) secured by the Contractor, and in accordance with the agency having jurisdiction. Excess excavated material shall be spread on the disposal site and graded in a manner to drain properly and not disturb existing drainage conditions, in accordance with applicable permit requirements.

I. Borrow: Should there be insufficient satisfactory material from the excavations to meet the requirements for fill material, borrow shall be obtained from pits secured by the Contractor. All borrow shall meet the provisions of these specifications.

J. Rock Excavation: Rock excavation shall be defined as excavation of any hard natural substance that cannot be removed by a one cubic yard bucket and requires the use of explosives and/or special impact tools such as jackhammers, sledges, chisels, or similar devices specifically designed for use in cutting or breaking rock.

K. De-watering: Utilities shall be laid "in the dry," unless otherwise approved. Trench excavations may be dewatered by using one or more of the following methods: well point system, sumps with pumps, or other methods(s) as approved by the Engineer. Dewatering systems shall be utilized in accordance with good standard practice and must be efficient enough to lower the water level in advance of the excavation and maintain it continuously to keep the trench bottom and sides firm and dry. If the material encountered at trench grade is suitable for the passage of water without destroying the sides or utility foundation of the trench, sumps may be provided at intervals at the side of the main trench excavation, with pumps used to lower the water level by taking their suction from said sumps. Discharge from dewatering shall be disposed of in such a manner that it will not interfere with normal drainage of the area, in which the work is being performed, create a public nuisance, or form pending. All discharge shall be in accordance with any SFWMD issued permits. The operations shall not cause injury to any portion of the work completed, or in progress, or to the surface of streets, or to private property. The proposed dewatering method(s) and schedule shall be approved by the Utilities Engineer and necessary regulatory agencies prior to construction.

Additionally, where private property will be involved, advance permission shall be obtained in writing by the Contractor.

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(Section 02200)

L. Obstructions: It shall be the Contractor's responsibility to acquaint himself with existing conditions and to locate structures and utilities along the proposed utility alignment in order to avoid conflicts. Where actual conflicts are unavoidable, work shall be

coordinated with the facility owner and performed so as to cause as little interference as possible with the service rendered by the facility disturbed. All affected utilities shall be notified prior to excavation in their vicinity.

M. Backfill in Existing Traffic Zones:

1. General: Backfill material shall be clean earth fill composed of sand, clay, and sand, sand and rock, crushed rock, or an approved combination thereof. Backfilling shall be divided into three specified areas: First, from trench grade to a point 12 inches above the top of the utility, called the pipe zone; second, from the top of the pipe zone to the bottom of the sub- grade; and third, from the bottom of the replacement base course to the replacement surface, see standard details. Where encasements or other below-grade concrete work have been installed, backfilling shall not proceed until the concrete has obtained sufficient strength to support the backfill load. The frequency of density testing is to be specified by the Engineer on the Construction Drawings.

At a minimum, density testing will be at each manhole and tested at one point between manholes as specified by FPUA. On a sanitary sewer line, density testing is required at least one point along the run when the service line is under pavement. In a development, when there are many sanitary sewer services, at least 25% of all services need to have a density test in conjunction with the sewer main as directed by FPUA. Force mains, gas mains, and water mains under pavement will require a density test every
200-feet.

2. Pipe Zone: Granular material shall be carefully placed and tamped around the lower half (springline) of the utility. Backfilling shall be carefully continued until the fill is 12 inches above the top of the utility, using the best available material from the excavation, if approved. The material shall be lowered to within two feet above the top of pipes before it is allowed to fall, unless the material is placed with approved devices that protect the pipes from impact. The pipe zone shall exclude stones, or rock fragments larger than one inch for either ductile iron or PVC pipe.

3. Second Area: The remainder of the trench, about the pipe zone and below the sub grade, shall be backfilled and compacted in layers not exceeding
12 inches. Compaction of each lift shall be equal to 98% of maximum density as determined by AASHTO Specification T-99.

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

4. Shoulder Restoration: All shoulder restoration shall be in accordance with the applicable permit requirements of the agency having jurisdiction.

5. Compaction Methods: The above-specified compaction shall be accomplished using accepted standard methods (powered tampers, vibrators, etc.), with the exception that the first 12 inches of backfilling over the pipe shall be

compacted by hand-operated tamping devices. Flooding or puddling with water to consolidate backfill is not acceptable, except where sand is encountered and the operation has been approved by the Utilities Engineer.

6. Density Tests: Density tests for determination of the above-specified compaction shall be made by a testing laboratory approved by the Engineer and at the expense of the Contractor, or as otherwise specified. Test locations will be determined by the Engineer, and the permit agency having jurisdiction. Tests shall also be made where a trench crosses a paved roadway or future paved roadway. If any test results are unsatisfactory, the Contractor shall re-excavate, re-compact the backfill, and retest, at his expense until the desired compaction is obtained. Additional compaction tests shall be made to each side of an unsatisfactory test, as directed, to determine the extent of re-excavation and re-compaction necessary.

N. Backfill in New Traffic Zones: Compaction and testing requirements for backfill in areas of new road construction, i.e. subdivisions, shall be the same as for "Existing Traffic Zones," except:

1. One compaction test shall be required 24 inches above the top of the pipe.

2. Although the trench must be backfilled and compacted in 12-inch lifts as required in "Existing Traffic Zones," compaction tests are required in each 12-inch lift.

O. Backfill in Non-traffic Zones: Backfill must be placed as specified in Subsection M for the pipe zone. Above the pipe zone, the trench must be backfilled to natural density or to 95% of AASHTO T-99, whichever is greater.

P. Protective Concrete Slab: Protective concrete slabs shall be installed where required by the Utilities Engineer, to protect the installed utility against excessive loads, or when insufficient cover exists.

Q. Seed and Mulch: Fertilizing, seeding and mulching operations will be carried out in accordance with the permit agency having jurisdiction.

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

R. Sodding: Fertilizing and sodding operations will be carried out in accordance with the permit agency having jurisdiction.

END OF SECTION

WASTEWATER COLLECTION SYSTEM
(Section 02730)

PART 1 – GENERAL

1.01 GENERAL:

This section includes general technical criteria for the design and installation of wastewater collection systems.

The relevant provisions included in Division 2, "Technical Specifications – General," and shown on "Standard Details – Wastewater Systems," and "Standard Location Plan – Underground Utilities," shall be applicable to this section, unless otherwise indicated herein or changed in writing by the Utilities Engineer.

1.02 DESIGN STANDARDS:

A. Required Reference: The Contractor shall comply with the applicable requirements established by the Florida Department of Environmental Protection Rule 17-604, FAC. The criteria set forth in Chapter 30, "Design of Sewers," of the "Ten State Standards – Recommended Standards for Wastewater Facilities." shall be used as a design guide. Conflicts will be brought to the attention of the Utilities Engineer.

B. System Design:

1. Average Design Flows: the sewer system design shall be based on full ultimate development as shown in the following table:

Design Flow – Residential	Estimated Flow
Single-Family Unit Normal 3br/2bath	240 gpd
Multifamily Unit – Normal type	210 gpd

Note: All other units not specified above will be assessed on a case-by-case basis.

The average daily flow (ADF) from domestic units shall be calculated at the minimum rate of 100 gallons per capita per day, which will normally cover infiltration, but should conditions be unfavorable, an additional

allowance shall be included. Flow requirements from commercial, industrial, institutional, or other special development areas shall be established from existing records, or by estimated projections using the best available data; however, in no case shall a rate of less than 1,000 gallons per acre per day be used, unless specifically approved otherwise by the Utilities Engineer. The progressive summation of the previously described contributions shall constitute the ADF for specific sections of the wastewater system.

2. Peak Design Flows: Gravity sewers shall be designed on the basis of ultimate development maximum rates of flow, which will be the product of selected peak factors, times the accumulative Maximum Monthly Average Daily Flow (MMADF) for the subject portion. In general, the following peak factors shall be applicable for the range of average daily flow rates indicated (million gallons per day – MGD); unless larger values are required for specific conditions or prior approval is received from the Engineer for modification thereof.

Flow Range (MMADF), MGD	Peak Factor
0.000 to 0.250	1.67
0.250 to 1.000	1.50
1.000 to 4.000	1.40

3. Wastewater Main Size Computation: Wastewater gravity mains shall be sized to provide ample capacity for the required peak flow rates. The minimum allowable size for any sewer, other than service connections, shall be eight inches in diameter. All gravity mains shall be designed at slopes providing minimum velocities of not less than two feet per second when flowing full or half full. Said computation shall be based on Hazen- Williams Formula, using a roughness coefficient ("C") of not less than
100, unless justifiably approved otherwise.

In general, the following minimum slopes shall be provided for sewer sizes to 24 inches:

Sewer Size (Inches)	Minimum Slope, % (Feet per 100 Feet)
8	0.40
10	0.28
12	0.22
15	0.17
18	0.14

21	0.12
24	0.10

Minimum slopes slightly less than those indicated may be considered; providing the depth of flow will not be less than 0.3 of the pipe diameter or the velocity less than 2.0 feet per second at design average daily flow, and justifiable reasons for the modification are presented to the Utilities Engineer, and to the (Project) Engineer.

4. Design Considerations:

(a) Gravity mains shall be installed with straight alignment and grade between manholes, with manhole spacing not to exceed 400 feet. Special provisions may be considered for sizes 30 inches and larger.

(b) All wastewater gravity mains shall terminate at manholes or terminal cleanout.

(c) Wastewater mains of diverse sizes shall always join at manholes, with no size conversions between. Where different sizes join, the pipes shall be placed at elevations where the depth points are equal, unless higher points are required. If the entrance pipe elevation exceeds twenty-four inches above the effluent wastewater main, drop manhole connections shall be provided.

(d) Flow direction changes in excess of 90 degrees shall not be included in wastewater main alignments without special consideration. An extra flow line elevation drop (0.1'+/-) across manholes shall be provided.

(e) Where design velocities greater than 15 feet per second are attained, due to topography or other reasons, special equipment shall be provided for wastewater main protection, as approved by the Utilities Engineer.

(f) Minimum size of gravity main is eight inches; minimum slope for an eight-inch main is 0.40%, except as allowed in Paragraph 3. above.

PART 2 – PRODUCTS:

2.01 STANDARD REQUIREMENTS:

A. General: The materials of construction and general installation procedures shall comply with the specific applicable standards set forth under Section 02200, "Utility Excavation, Trenching and Backfilling," Section 02315, "Casing Pipe – Boring and Jacking," and Section 02600, "DIP and PVC Pipe, Fittings, Valves and Appurtenances," as well as the Standard Details section.

WASTEWATER COLLECTION SYSTEM
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B. Approved Pipe: The types tabulated below, with the restrictions indicated, are approved for wastewater gravity main and lateral construction:

Pipe and Fittings	Restrictions
Plastic (PVC) – SDR 26	Allowed at inverts 0-20 feet
Ductile Iron (DI) Pipe (CL-250) & Fittings - Interior Ceramic Epoxy Coated	Required at inverts below 20 feet

C. Wastewater Manholes:

1. Manholes shall be precast concrete, as detailed. Alternate manhole materials and designs shall receive prior approval from the Engineer. The minimum inside diameter of manholes shall be 48 inches for wastewater main sizes up to 21 inches in diameter or less, with submittal of special designs for larger pipes.

2. Precast reinforced manholes shall be in accordance with ASTM Designation C478, with preformed flexible plastic joint sealer conforming to Federal Specification SS S-00210 – (GSA-FSS), "RAM-Nek", as manufactured by the K. T. Snyder Company, Inc., Houston, Texas, or approved equal. Two layers of "Ram-Nek", or approved equal, shall be required. Installation of "Ram-Nek" shall not allow overlapping of material but layering as to abut the ends. Installation of precast manholes shall comply with the details shown on "Standard Detail Sheets" and in accordance with the manufacturer's recommendations.

3. Manhole frames and covers shall be gray cast iron heavy duty conforming to ASTM Designation A48, Class 30, and shall be U.S. Foundry 170, or approved equal. Covers shall have no perforations and shall be marked with the words "SANITARY SEWER". Frames and covers shall be fully bedded in mortar to the correct finish grade elevation, with adjustment precast concrete manhole rings placed below, as detailed, for precast manholes. Frames shall be suitable for the future addition of cast iron rings for upward adjustment of top elevation.

4. Manhole flow channels shall be as shown on the "Standard Detail Sheets" with smooth and carefully shaped bottoms, built-up sides and benching constructed from concrete. Channels shall conform to the dimension of the adjacent pipe and provide changes in size, grade and alignment evenly.

WASTEWATER COLLECTION SYSTEM
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5. All manholes, in areas designated by the Utilities Engineer as subject to flooding, shall have sewer rain guards installed. Rain guards shall only be installed in manholes that have gravity mains twelve inches and smaller. Sewer rain guards must have a snug fit, of shallow design and shall be manufactured by Fosroc-Preco Industries, South West Packing and Seals, Inc., Parson Environmental Products or approved equal.

6. Where additional pipe connections or modification of existing factory- made openings are required on new or existing precast concrete manholes, all cutting relative thereto shall be performed only by a power driven abrasive wheel or saw. It is specifically noted that such connections to existing manholes shall be installed in accordance with the details for new units shown on "Standard Detail Sheets" and shall be sleeved (using a grouted manhole adaptor) and caulked watertight with non-shrinking grout. Mud shall be applied around the bottom of the pipe connection, but not the top, to provide extra watertight connection.

D. Pipe Depth and Protection: The minimum allowable cover for wastewater gravity mains shall be thirty inches from the top of the pipe to finish grade. Where waterways are crossed, interior ceramic epoxy coated ductile iron pipe shall be installed across and to ten feet each side of the crossing. Additionally, approved utility crossing signs shall be placed on the pipe alignment at each side of the waterway. Sign shall be approved by FPUA and the Agency having jurisdiction of said waterway.

E. Pipe Bedding: Special care shall be exercised in design and installation to provide adequate bedding for the type of pipe used, taking into consideration trench width and depth, superimposed loadings above grade, and the material below trench grade. Pipe loading capabilities shall be computed in accordance with established design criteria and special supporting bedding or facilities shall be provided as required by the Engineer (see Section 02200).

F. Special Exterior Protection for Corrosion: Extra protection shall be provided for underground cast or ductile iron pipe and fittings within areas of severe corrosive conditions (i.e. the islands, Indian River Flood Plain and select areas east of U.S. Highway 1), as described in ANSI/AWWA C116/A21.16. The soil-test evaluation to determine the necessity for extra protection in suspect areas shall be as set forth in ANSI Standard A21.5. Additionally, where other existing utilities are known to be cathodically protected, cast or ductile iron pipe crossing said utility shall be protected for a distance of 20 feet to each side, and when installed parallel to and within ten feet of, protection shall also be provided. Steel pipe shall not be installed in severe corrosion areas.

G. Connections at Structures: Were wastewater gravity mains connect to structures, pipe joints shall be provided at the wall face. When it is necessary to extend wastewater

mains through structures, such as conflicting elevation storm drain bypassing chambers, the pipe within shall be ductile iron with no inside joints or a ductile iron casing will be provided (casing size per Section 2315) and casing spacers used to maintain uniform slope through structure. This design must be submitted to FPUA for review and approval prior to constructing.

H. Transition Connections: Where pipes of alternate materials (VC to CI, etc.) are to be connected between manholes, suitable approved transition couplings shall be installed. Couplings shall be a stainless steel backed "Fernco", or approved equal. Special designed units may be submitted for approval; however, concrete collars are not acceptable.

I. Pipe Cutting: The cutting of ductile iron pipe for installation length adjustment, or connections for future services to existing wastewater mains, shall be in strict compliance with the methods specified in AWWA C600.

J. Service Connections: Installation of service laterals shall be as shown on Detail Sheet "Service Connection Details"; including the T-WYE branches installed in the sewer main at the point of connections, and the service pipe and required fittings extend to the property line, perpendicular to said line, terminating with cleanout as shown on Detail Sheet "Wastewater Service Placement". The minimum service pipe size shall be six inches in diameter for a single service and for a double service. The exact location for each installed service shall be marked by permanent magnetic markers installed at the cleanout location of each property line. Lateral magnetic markers shall be: 3M Corporation Ball locators, or approved equal. Service lines to commercial or multi-family buildings shall have a transition manhole in accordance with U.A. Resolution 91-19, or as updated.

PART 3 – EXECUTION:

3.01 TESTING:

The Contractor shall perform testing of all wastewater gravity mains, as set forth in the following, and shall conduct said tests in the presence of representatives from the Department with two days advance notice provided. All testing (lamp testing, television inspection, defection testing and/or infiltration/exfiltration testing) shall be performed after compaction but before any asphalt as been replaced. The contractor shall be responsible for all expenses accrued during this testing.

A. Lamp Testing: The installed wastewater gravity main shall be "lamped" between manholes as they are installed or other structures in order to ascertain that they are clear and in correct alignment. The concentricity of the lamp image received shall be such that the diameter of said image shall have no vertical reduction from that of the

pipe inside diameter and not more than 10 percent (10%) horizontal reduction. Testing shall not proceed until all facilities are complete in place and concrete cured. All piping shall be thoroughly cleaned prior to testing to clear the lines of all foreign matter (see next section for cleaning requirements). Lines shall be flushed with water prior to lamping to aid in the detection of dips in the line. Lines which have dips, which retain equal to or greater than ½ inch of water shall be dug up and replaced at no cost to FPUA. The use of Fernco couplings shall not be allowed during the adjustment.

B. Television Inspection and Testing: All main lines and manholes must be cleaned using a high-velocity jet cleaning system (hydro-cleaning) prior to televised inspection. High-Velocity jet (hydro-cleaning) equipment shall follow manufacturer's specification for ease and safety of operation. The jet nozzles shall be capable of producing a scouring action from 15-45 degrees in all sizes designated to be cleaned. The equipment will have a minimum working pressure of 2000 psi at 60 gpm. Equipment shall also include a high-velocity gun for washing and scouring manhole walls, troughs and benches.

Subsequent to the high-velocity cleaning and before any of the following tests can be performed on the sewer system, ample water must be reintroduced into the system to replace the water displaced during the cleaning process. This shall be performed using a 5-gallon bucket of suitably clean water to be poured into the upstream manhole in sufficient quantity to confirm flow through the downstream manhole. After this step is acknowledged, wait for 5-10 minutes to allow all the excess water to transverse through pipe segment prior to starting the CCTV inspection.

Sequence of CCTV Inspection. After cleaning, the pipe sections shall be visually inspected by means of closed-circuit television. The inspection will be done manhole-to-manhole section at a time and the flow in the section being inspected will be suitably controlled as specified. At the beginning and end of each sanitary inspection, a video inspection of the manhole must be provided. Each phase and/or project shall be recorded on a separate DVD/CD. For any TV Inspection which is redone at the direction of FPUA, the re-inspection will be added at the end of the DVD/CD with a separate entitlement labeled "RETV'D Manhole ___ to Manhole ___".

Direction. The direction of the camera travel shall be in the direction of flow in the pipe unless access to the upstream manhole is not possible, or the camera cannot pass through the pipe from end-to-end in the direction of flow, in which case a reverse set-up will be allowed only through the prior approval of the Utilities Engineer.

Picture Clarity. Video documentation shall be furnished on Digital format, in color, and of suitable clarity and quality for good definition. If, during the inspection, the camera lens becomes soiled or fogged, the camera should be shut down and the lens cleaned, even if this requires removing the camera from the line. If the camera is removed

for lens cleaning, the camera shall be returned to the point where acceptable by the FPUA representative.

Camera Travel. The camera shall be moved through the line at a moderate rate, stopping when necessary to permit the proper documentation of the pipeline's condition, see CCTV Narration and Documentation Requirements. When a defect or other feature is encountered, the progress of the camera should be slowed and stopped for a minimum of 15 seconds or as needed so that the observation can be panned with the camera, the data recorded, narration made and a still picture captured, if required. In no case will the television camera be allowed to transverse through the pipe at a speed greater then 30 feet per minute. If it is determined that this speed is in excess because the camera is displacing the water in the dips, a slower speed must be used.

CCTV Inspection Recording. The purpose of the CCTV inspection shall be to supply visual and audio record of the pipeline condition. Recording shall be in color with suitable clarity and quality for good definition. Each pipe segment must be included in a SINGLE FILE.

The following information must be provided as screen text on the video recording:

- Purpose of CCTV
- Job /Project name
- Location(if required)
- Date and time of day
- Upstream and downstream manhole numbers
- Direction of the camera travel
- CCTV company
- Operator's name

This text should be clearly displayed on a contrasting background. The text should be displayed for 15 seconds or for the duration of the start-up narration, whichever is longer. If an inspection is being performed on consecutive pipe segments with the same setup, this information must be provided at the start of each pipe segment.

During the CCTV, the running screen must include the following information. The display of this information must in no way obscure the central focus of the pipe being inspected.

- Running footage(distance traveled)
- Upstream and downstream manhole numbers

The end point of the inspected pipe segment should be indicated with the screen text for @ 15 seconds. The ending screen text should indicate:

- Ending footage
- Date and time of day
- Upstream and downstream manhole numbers.

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CCTV Narration and Documentation Requirements. The CCTV video recordings should not contain inappropriate language, idle chatter, background noise and/or discussions between the operator and other crew members. A Voice narration must be included in the video recording. All video narration must be live by the CCTV operator. Digital voice-overs are not allowed and will constitute a reinspection.

The narration must include the following information at the beginning of each pipe segment:

- Purpose of CCTV
- Job /Project name
- Location(if required)
- Date and time of day
- Upstream and downstream manhole numbers
- Pipe size
- Pipe material
- Direction of the camera travel
- CCTV company
- Operator's name

ALL observations along the length of the pipe must be narrated and documented with a description of the observation and clock position, if required. This is to include:

- All lateral sizes (either entering the main line through a T-wye connection or connected through an inline manhole), location and orientation
- Any debris or discoloration discovered.
- Each and every joint encountered.
- Depth and length (beginning and end) of ALL sags/dips found in the line that meet or exceed ½ inch.
- Any other deficiency or abnormal situation that may or may not meet FPUA Details or Specifications.

DVD/CD labels. Diskette labels shall identify the project name, project phase number, date of inspection, purpose of inspection, utility contractor name and CCTV company name. All labels shall be typed or computer generate. **Hand written labels are not acceptable**.

C. Deflection Testing: All new wastewater gravity mains are subject to deflection testing. Tests will be conducted using a 92.5% mandrel. The mandrel shall be pulled through the sewer line by hand, using a 150-pound test line. If the mandrel cannot traverse the pipe as such, then the deficiency must be corrected. The intent is to require testing of all lines.

D. Infiltration/Exfiltration Testing: When required by Utilities Engineer, all infiltration/exfiltration testing shall be performed per the appropriate ASTM specification: C828 for clay pipe and F 1417 for plastic pipe.

END OF SECTION

WATER DISTRIBUTION SYSTEMS

(Section 02715)

PART 1- GENERAL

1.01 GENERAL:

This section sets forth the general requirements for design and installation of water distribution systems for potable service.

The relevant provisions specified in Division 2, "Technical Specifications", shall be applicable to this section unless otherwise indicated herein or changed in writing by the Utilities Engineer.

SPECIAL NOTE: Due to recent amendments to Section 1417 of the Safe Water Drinking Act, effective immediately, FPUA is requiring that all water works brass installed in water distribution system meet the requirements of Senate Bill 3874/House Bill 5289 (Lead Free).

1.02 DESIGN STANDARDS:

A. Required Reference: The plans shall comply with the design and installation requirements as specified by the "Ten States Standards for Water Works", unless otherwise indicated herein or approved by the Utilities Engineer.

B. System Design:

1. **Normal Flow Demands: Flow demands for design shall be calculated on the basis of full ultimate development as shown in the following table.**

Design Flow – Residential	Estimated Flow
Single-Family Unit – Normal 3br/2bath	300 gpd
Multifamily Unit – Normal type	210 gpd

Note: All other units not specified above will be assessed on a case-by- case basis.

Maximum-day demand to be used for design shall be computed by using peak factors of 1.67 for individual customers. Flow demands for commercial, industrial, or other special developments shall be established from existing records or by estimated projections, using the best available data.

2. Fire Flow: Minimum system requirements for fire flow rates and duration (time) for total flow shall be as set forth by local ordinance.

3. System Size Computation: The minimum design for water distribution systems shall provide for at least 100% of the combined maximum-day demand rate and required fire flow for said rate, with special provisions for the peak flows in excess thereof. The allowable minimum service pressure under said design condition shall not be less than 20 pounds per square inch. Design computation shall be by the "Kypipe" procedure for developments larger than 250 units, or other applicable methods, as dictated by the system configuration. Design flows and method of computation shall be subject to review and approval by the Engineer.

4. Valve Locations: Valves shall be provided for all branch connections, loop ends, fire hydrant stubs, or other locations, as required to provide an operable, easily maintained and repaired water distribution system. Valves are to be placed so that the maximum allowable length of water main required to be shut down for repair work shall be no more than 1,000 feet. Water mains ending as stub-outs, intended for future expansion, shall terminate with a line size gate valve and temporary blow-off, so designed that water service is not interrupted during future tie-in. Valve locations shall be so marked as specified in Section 02600. A blue magnetic ball locator as manufactured by 3M Corporation, or approved equal, shall temporarily mark valve boxes during construction.

PART 2 – PRODUCTS

2.01 STANDARD REQUIREMENTS:

A. General: The materials of construction and general installation procedures, with the exception of fire hydrants (Paragraph C Section 1 and 2, following), shall comply with the specific applicable standards set forth under the section "Utility Excavation, Trenching and Back-filling", the section "Casing Pipe – Boring and Jacking," and the section "DIP and PVC Pipe Fittings, Valves and Appurtenances," as well as "Standard Details – Water Distribution Systems."

B. Approved Pipe, Fittings, and Valves: The types tabulated below, within the size range indicated and for the applicable service, are approved for water distribution system construction:

Pipe and Fittings	**Size Range**
Ductile Iron (DI), Class 50 Pipe & Fittings – Cement Mortar Lined	No limit
Polyvinyl Chloride (PVC) Pipe	
AWWA C-900, DR-18	12 Inches or Less
AWWA C-905, DR-18	Larger than 12 Inches
Polyethylene Pipe Fittings	Service Connections, Brass Blow Offs, and

(LEAD FREE)	Bacteriological Sample Points
HDPE Pipe and Fittings (Shall be approved by Utilities Engineer)	No Limit

Valves	**Size Range**
Gate Valves (GV) – EPDM Wedge	24 Inches Maximum
Butterfly Valves (BFV)	30 Inches and Above
Corporation Stops & Curb Stops	Service Connections

C. Fire Hydrants: Hydrant spacing shall be as required per local ordinance. Fire hydrants must be installed on minimum-sized water mains as follows:

- Commercial area – eight inch
- Residential area – six inch

1. Fire Hydrant Requirements: Fire hydrants shall conform to AWWA C-502 and shall be of the compression, traffic model type. Hydrants shall be designed for 150 psi working pressure. The hydrant shall be equipped with two 2-1/2 inch type nozzles and one 4-1/2 inch pumper nozzle. Threads shall be National Standard. Hydrants shall be furnished with a sealed oil or grease reservoir located in the bonnet so that all threaded and bearing surfaces are automatically lubricated when the hydrant is operated. The hydrant will be designed for disassembly by use of a short disassembly wrench or the hydrant shoe having integral cast tieback lugs on the main valve to permit the main valve assembly and valve seat to be removed without digging earth or disassembling the hydrant barrel. Hydrants shall be furnished with a breakaway feature that will break cleanly upon impact. This shall consist of a two-part breakable safety flange with a breakable stem coupling. The upper and lower barrels shall be fluted and ribbed above and below the safety flange or have an extra strength lower barrel. The hydrant internal valve shall be 5-1/4 inch minimum. The pentagonal operating nuts and the cap nuts shall be 1-1/2 inch point to flat. The hydrants shall open counter clockwise and the direction of opening shall be cast on the top.

Ground flange shall be located approximately 6 inches above finished grade. The hydrant shall be equipped with a 6-inch mechanical joint base inlet. The hydrant assembly shall consist of the fire hydrant, pipe connecting of the hydrant to the water main, the gate valve and box between the hydrant and the water main, the tee at the main, the restraining devices, and the bedding material. Fire hydrants shall be Mueller Super Centurion 250 or American Darling B-84-B-5. Hydrants owned by the Fort Pierce Utilities Authority shall be painted Carnival Red from factory, not field painted; privately owned hydrants shall be painted yellow from factory, not field painted.

2. Fire Hydrant Installation: Hydrants shall be located in a manner to provide complete accessibility and so that possibility of damage from vehicle, or injury to pedestrians will be minimized. Connect hydrant to main with a 6-inch PVC or ductile iron branch controlled by an independent 6-inch gate valve. The connecting pipe shall have the same depth or cover as the main. All pipe, valve, and points from the hydrant to the main shall be restrained. When placed behind the curb, the hydrant barrel shall be set so that portion of the pumper or hose nozzle cap will not be less than 12 inches nor more than 18 inches from the gutter face of the curb. When set in the space between the curb and the sidewalk, or between the sidewalk or property line, no portion of the hydrant or nozzle cap shall be within 6 inches of the sidewalk or property line. At all times, hydrants shall be no more than 15 ft. from the curb of roadways or from the edge of pavement. Clearances of seven and one half feet (7ft-6in.) in front of and to the sides of fire hydrants, with a four- foot (4 ft.) clearance to the rear of hydrants shall be maintained. Hydrants shall stand plumb and true and shall have their nozzles parallel with or at right angles to the curb, with the pumper nozzle facing the curb. Hydrants shall be set to the established grade, with nozzles at least 18 inches above the ground.

D. Restraining Joints: Pressure piping fittings and other items requiring restraint shall be braced with mechanical restraining assemblies, as specified under Section 02600. Said restraining devices shall be designed for the maximum pressure condition (testing) and the safe bearing loads for horizontal thrust.

E. Pipe Depth and Protection: The standard minimum cover for water distribution systems shall be three feet from the top of the pipe to finish grade. However, should this design not be feasible, protective concrete slabs may be required over the pipe within the limits of the lesser cover. Where waterways, canals,

ditches, or other cuts are crossed, protective concrete slabs may also be required across and to ten feet each side of the bottom. Additionally, approved utility crossing signs shall be placed on the pipe alignment at each side of the canal, etc. Signs shall be approved by FPUA and the Agency having jurisdiction over said waterway.

F. Connections at Structures: When it is necessary to extend water pipes into or through structures, flexible joints shall be provided at the wall face. If the structure is used to remedy a conflict, a ductile iron casing will be provided (casing size per Section 02315)

and casing spacers used to support loading per manufacturers specifications. This design must be submitted to FPUA for review and approval prior to constructing.

G. Special Exterior Protection for Corrosion: Extra protection shall be provided for underground cast or ductile iron pipe and fittings within areas of severe corrosive conditions (i.e. the islands, Indian River Flood Plain and areas east of U.S. Highway 1), as described in ANSI/AWWA C116/A21.16. The soil-test evaluation to determine the necessity for extra protection in suspect areas shall be as set forth in ANSI Standard A21.5. Additionally, where other existing utilities are known to be cathodically protected, cast or ductile iron pipe crossing said utility shall be protected for a distance of 20 feet to each side, and when installed parallel to and within ten feet of, protection shall also be provided. Steel pipe shall not be installed in severe corrosion areas.

H. Air Venting and Blow-Offs: Where the water main profile is such that air pockets or entrapment could occur, resulting in flow blockage, methods for air releases shall be provided. Air venting capabilities shall be provided for distribution mains by appropriately placing fire hydrants, blow-offs or other manual devices. At critical points on major mains, air release assemblies shall be installed, with valves as specified under Section B. Special care shall be taken to preclude any cross-connection possibility in the design of automatic air release valve application. All dead-end water mains, temporary or permanent, shall be equipped with a manually operated blow-off at the terminal.

I. Service Connections: Connections to water mains shall be made by installing of service saddles. A corporation stop shall be placed at the saddle or fitting, with the service line extended to the property line, perpendicular to said line, and terminating with a lockable curb stop, pending meter installation (Re: Section 02600 for material specifications and Detail Sheet for "Typical Water Service Connection Details"). Contractor shall be responsible for installation of meter boxes for all 5/8-inch x ¾-inch meters. These boxes shall be manufactured by DFW Plastics, Inc product number DFW1219-10-AF3MF SMALL, with a black polymer body and blue polymer anti-float lid.

J. Water Meters: All water meters shall be purchased by FPUA in accordance with established procurement requirements. FPUA shall hold water meters until the water main and/or the service line has been installed, inspected, pressure tested, approved by the appropriate regulatory agency, and all fees have been paid. Water meter assemblies shall be installed by FPUA.

1. A **compound meter** would normally be specified for the following applications:

(a) Residential (Multi-family general service)

(b) Light commercial

(c) Shopping centers and malls

(d) Adult congregate living facilities

(e) Apartment complexes

(f) Condominiums

2. A **turbine meter** would normally be specified for the following applications:

(a) Industrial plants

(b) Hospitals

(c) Any facility requiring high, constant flow rates.

K. Backflow Prevention:

1. Backflow Prevention Enforcement, New Services: All potable water connections to any residential, commercial, or industrial establishment will require the installation of the appropriate backflow prevention device as established in Resolution 82-15, or as amended, as a component of the customer's installation unless this requirement is specifically waived in writing by the Utilities Engineer.

2. Backflow Prevention Devices: All backflow prevention devices installed for the purpose of protecting the distribution system shall meet or exceed the FPUA's backflow prevention device specifications. FPUA shall be sole judge of product quality and conformity to applicable standards and shall maintain a current list of approved devices which shall be available to the public. All backflow prevention devices shall meet the requirements of UA Resolution 82-15 or as amended. Only the following will be considered acceptable backflow prevention devices: Air gap, reduced pressure principle backflow preventers, and double check valve assembly backflow preventer, dual check valve assemblies are authorized for single family residential installations.

3. Location: Normally meters/backflow preventers shall be located on private property in areas designed by FPUA Engineering Department, parallel and adjacent to the property being served. Selection of an appropriate site for the larger meter/backflow preventer installation is dependent upon accessibility, landscaping, visibility and overall dimensions. All factors must be taken into consideration for appropriate location of the installation. All aboveground meters/backflow preventers shall be landscaped by the Contractor as required by City or County Ordinances.

4. Fire Service: All commercial sprinkler systems will require, as a minimum, a double detector check valve assembly backflow preventer when connected to a

potable water system. The manufacturer's cut sheets shall be submitted for FPUA approval before purchasing and shall conform to the following:

Manufacturer	**Size Range**
AMES Series 3000B1	2-inch
AMES Colt Series C300	4 – 10-inch
WATTS Series 757	4 – 10-inch

Note: Assemblies must contain silicone rubber check internals and EDPM OS&Y gates originally installed by the manufacturer.

Once all required testing has been completed, the fire suppression contractor shall install the assembly in the presence of an FPUA Inspector. After all DDC testing is complete, the FPUA Inspector will lock the OS&Y valves in the closed position until such time as the water mains are approved by the appropriate regulatory agency, all fees have been paid, and closeout items received.

5. Irrigation Systems: All irrigation systems will require the appropriate backflow preventer device as established in Resolution 82-15, or as amended.

PART 3 – EXECUTION

3.01 DISINFECTION:

A. Disinfection of water mains shall be conducted in accordance with AWWA C-651. Advance notice of 48 hours shall be provided to the Department before disinfecting procedures start. The FPUA Inspector shall not be responsible for obtaining approved results and the analysis shall be conducted at no cost to the Fort Pierce Utilities Authority. Mains shall not be put into service until after the necessary bacteriological samples have been approved by the applicable regulatory agencies. Samples and analysis shall be collected in accordance with standard sampling procedures and performed by a certified laboratory. Evidence that two consecutive bacteriological samples are in compliance with established regulations must be provided. Copies of approved results must be received by the FPUA Inspector.

B. Before disinfection, all mains 4-inch diameter and larger shall have a line size swab passed thru the entire length of the line to flush out all foreign material from the pipeline. Hoses, fittings, and temporary pipes in ditches shall be provided as required to dispose of flushing water without damage to adjacent properties. Flushing velocities shall be at least 2.5 feet per second.

C. Disinfection mixture shall be a chlorine-water solution having a free chlorine residual of at least 50 ppm, but no more than 200 ppm. The disinfection mixture shall be prepared by

injecting a calcium hypochlorite mixture into the pipeline at a measured rate while fresh water is allowed to flow through the pipeline at a measured rate so that the chlorine water solution is of the specified strength. Using the water main diameter and length (see attached chart), the weight of H.T.H. (calcium hypochlorite) or other approved chlorine containing chemical, quantity is determined and mixed in 50-gallon drums. Because of the solubility, not more than 5 pounds of chemical can be dissolved in one drum. Thus, a drum of water is used for each successive 5 pounds of dry chlorine (H.T.H.) used.

DISINFECTANT PREPARATION DATA

Total Pounds of 65% Calcium Hypochlorite (H.T.H.)
Needed to Dose at 200 MG/L

Size of Pipe (Inches) — **Length of Pipe (Feet)**

	100	200	300	400	500	600	700	800	900	1000
2	.04	.08	.13	.17	.21	.25	.29	.33	.38	.42
4	.17	.33	.50	.67	.84	1.00	1.17	1.34	1.51	1.67
6	.38	.75	1.13	1.51	1.88	2.26	2.64	3.01	3.39	3.77
8	.67	1.34	2.01	2.68	3.35	4.02	4.69	5.36	6.03	6.70
10	1.05	2.09	3.14	4.19	5.23	6.28	7.32	8.37	9.42	10.47
12	1.51	3.01	4.52	6.03	7.54	9.04	10.55	12.06	13.57	15.08
16	2.68	5.36	8.04	10.72	13.40	16.08	18.76	21.44	24.12	26.80
18	3.39	6.78	10.18	13.57	16.96	20.35	23.74	27.14	30.53	33.92
20	4.19	8.37	12.56	16.75	20.94	25.13	29.31	33.50	37.69	41.88

GALLONS OF WATER PER EACH FOOT

Pipe Sizes (Inches)	Volume Water (Gallons)
2	.16
4	.65
6	1.47
8	2.61
10	4.08
12	5.88
16	10.44
18	13.22
20	16.32

NOTE: Value listed in the table above are based on 65% available chlorine producing a 200 mg/l solutions.
For a solution (calcium hypochlorite, sodium hypochlorite) with available chlorine other than 65%, multiply the table above by the ratio of 65% to percentage of the available chlorine.
For a disinfectant solution required less than 200 mg/l, multiply the table above by the ratio of required design strength to 200 mg/l.

D. Point of Application: The chlorine mixture shall be injected into the pipeline to be treated at the beginning of the line through a corporation stop or suitable tap in the top of the pipeline. Water from the existing system or other approved source, shall be controlled so as to flow slowly into the newly laid pipeline during the application of chlorine. The rate of chlorine mixture flow shall be in such proportion to the rate of water entering the pipe that the combined mixture shall contain 50 ppm of free available chlorine, but no more than 200 ppm of free available chlorine. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Backflow preventers shall be used if necessary.

E. Retention Period: Treated water shall be retained in the pipeline long enough to destroy all nonspore-forming bacteria. At the end of a twenty-four hour period, the disinfecting mixture shall have strength of at least 10 ppm of free chlorine. Following disinfection, water shall be flushed from the line until the water through the line is equal chemically and bacteriologically to the permanent source of supply. Disinfecting water shall not be allowed to flow into a waterway without adequate dilution or other satisfactory method of reducing chlorine concentrations to a safe level.

F. The Contractor shall furnish all equipment and materials and perform the work necessary for the disinfecting procedures, including additional disinfection as required.

3.02 TESTING:

WATER DISTRIBUTION SYSTEMS

A. The Contractor shall perform hydrostatic testing of all water distribution systems, as set forth in the following, and shall conduct said tests in the presence of representatives of the Engineer and FPUA, with 48 hours advance notice provided. Prior to the pressure and leakage testing, the water mains shall be disinfected in accordance with AWWA C-651.

B. Testing shall not proceed until all restraining devices have been installed. All piping shall be thoroughly cleaned and flushed prior to testing to clear the lines of all foreign matter. While the piping is being filled with water, care shall be exercised to permit the escape of air from extremities of the test section, with additional release cocks provided, if required. Filling of the main shall be under supervision of FPUA. Each valve section of the pipe shall be filled with water, slowly, and the specified test pressure shall be applied.

C. Hydrostatic testing shall be performed at 150 pounds per square inch pressure, unless otherwise approved by the Utilities Engineer for a period of not less than two hours. Maximum distance to test must be less than 3000 feet or as allowed by the Utilities Engineer. Testing shall be in accordance with the applicable provisions as set forth in Section 13 of AWWA Standard C600. The allowable rate of leakage shall be less than the number of gallons per hour determined by the following formula:

$$L = \frac{SD\,[(P)\,½]}{148{,}000}$$

L = allowable leakage in gallons per hour
S = length of pipe tested, feet
D = nominal diameter of the pipe in inches
P = average test pressure maintained during the leakage test in pounds per square inch gauge.

Note: Pressure testing must be completed by 12:00 noon due to thermal expansion.

D. The testing procedure shall include the continued application of the specified pressure to the test system for the two-hour period by way of a pump taking supply from a container suitable for measuring the volume displaced from said container. Any exposed pipe, fittings, valves, hydrants, and joints shall be examined during the test. Any damaged or defective pipe fittings, valves or hydrants that are discovered following the pressure test shall be repaired or replaced with sound material, and all tests shall be repeated.

E. The pressure shall not vary by more than +5 psi from the required pressure for the duration of the test. If at any point during the test the pressure loss exceeds 5 psi, the test is considered failed. Should the test fail, necessary repairs shall be accomplished by the Contractor and the test repeated until within the established limits. The Contractor shall furnish the necessary labor, water, pumps, gauges, and all other items required to conduct the required water distribution system testing and perform necessary repairs.

END OF SECTION

DIP AND PVC PIPE, FITTINGS, VALVES AND APPURTENANCES

(Section 02600)

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK:

A. This section includes the material and installation standards for pipe, fittings, valves, and appurtenances, as applicable to wastewater and water installations.

B. The data included herein generally makes no reference to the service utilization for the item specified and are to be used as the standards for approved materials indicated under specific facility installations, as set forth in other sections.

C. Required specialty items not included under this section shall be high quality and consistent with approved standards of the industry for the applicable service installation.

PART 2 – PRODUCTS

2.01 PIPE AND FITTINGS:

A. Identification: All pipe and fittings shall be clearly marked with the name or trademark of the manufacturer, the batch number, the location of the plant, and strength designation, as applicable. All water main pipe, force main pipe and reuse pipe shall be marked by the use of a continuous multi-strand wire, 10 gauge THHN, blue in color for water mains, green in color for force mains, and purple in color for reuse mains, for the entire length of the pipe. The wire shall be affixed to the top of the pipe by identification tape. In situations where identification tape will not adhere to the pipe, the marking wire shall be wrapped around the pipe. Where splices are required, they shall be in accordance with FPUA Standards. Identification tape shall be buried 18" below finish grade directly above all mains and shall clearly identify the location and type of main buried below. All mains shall have locator boxes installed a minimum of every 1,000 feet. When utilities are installed in easements or right-of-ways, located in open fields or desolate areas of the FPUA service territory, a vertical fiberglass utility marker shall be place alongside each corresponding locator box.

1. PVC or DIP *water main* shall be blue in color and have "WATER MAIN" permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "WATER MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe.
2. PVC or DIP *force main* shall be green in color and have the words "FORCE MAIN" permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "FORCE MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe.

3. PVC or DIP *reuse main* shall be purple in color. The words "REUSE MAIN" shall be permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "REUSE MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe.

B. **Corrosive Environments:** All fittings, valves, and appurtenances, for use in corrosive environments shall have exterior epoxy coatings conforming to ANSI/AWWA C116/A21.16 and all associated hardware shall be 316 Stainless Steel. Additionally, valves that are installed in corrosive environments shall be supplied with a cast bronze valve stem and 2-inch operating nut. Corrosive environments are defined as any location that is in close proximity to salt water (for example, the beach or the Indian River flood plain.)

C. Ductile Iron, General:

1. Pipe: Pipe shall be in accordance with ANSI/AWWA C151/A21.51, Class 250 (minimum), unless heavier class is required for conditions.

2. Fittings: Ductile iron pipe fittings shall conform to ANSI/AWWA C110/A21.10 and ANSI/AWWA C153/A21.53, Class 250 minimum.

3. Joints:

   (a) "Push On" and mechanical joints shall be in accordance with ANSI/AWWA C111/A21.11.

   (b) Restrained joint assemblies with mechanical joint pipe shall be the "Flex-Ring," "Lok-Ring," or mechanical joint coupled as manufactured by American Cast Iron Pipe Company, "Mega-Lug," Stargrip Series 3000/4000 or approved equal.

   (c) Flanged pipes and connections, including all bolts, nuts and gaskets, shall be in accordance with ANSI/AWWA C115/A21.15.

4. Coatings and Linings:

   (a) Ductile iron pipe and fittings for used water shall have an exterior asphaltic coating and shall be cement mortar lined with a bituminous sealed coasted in accordance with ANSI/AWWA C151/A21.51 and ANSI/AWWA C104/A21.4.

(b) All Ductile Iron pipe and fittings used for wastewater shall have an exterior asphaltic coating and an interior ceramic epoxy coating (Protecto 401).

(c) Machined surfaces shall be cleaned and coated with a suitable rust-preventive coating at the shop immediately after being machined.

(d) Joint Restraints shall be supplied with the following coatings: EBAA – Mega-Bond Coating, StarGrip – Star Bond Coating and Ford Meter Box Company – Epoxy Coating (E-Coat)

D. <u>Polyvinyl Chloride (PVC) Water Pipe and Wastewater Force Main:</u>

1. PVC will be acceptable for wastewater force mains and water mains up to and including 30-inch diameter pipe.

2. PVC pipe must meet requirements as set forth in AWWA C900 and C905 and bear the National Sanitation Foundation seal for potable water pipe. Provisions must be made for contraction and expansion at each joint with a rubber ring and integral thickened ball as part of each joint. Pipe and fitting must be assembled with nontoxic lubricant.

3. Design working pressure:
Water Main & Force Main:

C900, DR-18	C905, DR-18
(Pressure Class 235)	(Pressure Rating 235)
4" to 12"	14" to 30"

4. Connections for pipe two inches or greater in diameter shall be rubber compression ring-type. Pipe shall be extruded with integral thickened wall bells without increase in dimension ratio (DR). Rubber ring gaskets shall consist of synthetic compounds meeting the requirements of ASTM D1869 and suitable for the designated service.

E. <u>Polyvinyl Chloride (PVC) Wastewater Gravity Pipe:</u>

1. ASTM D1734 and ASTM D1784 Specifications for Rigid Polyvinyl Chloride Pipe Compounds.

2. ASTM D3034 and ASTM D789 Specifications for (PVC) Plastic Pipe (SDR-26) Bell and Spigot.

3. ASTM D3212 flexible gasket joints for PVC sewer compression-type. The gasket shall comply with ASTM F477

F. Polyethylene Services:

1. All main line taps to be made using either stainless steel double strap service saddles with iron pipe threads or full circle brass service saddles (when approved by Utilities Engineer).

2. Corporation stops to be provided with all service saddles and taps. Corporation stops shall be manufactured of brass alloy in accordance with ASTM B62 (latest edition) as approved by Utilities Engineer. Inlet thread shall be AWWA taper thread in all sizes in accordance with AWWA C800. Outlet connections shall have a compression-type fitting.

3. Polyethylene tubing for 1 and 2-inch water services shall conform to AWWA C901 subject to the following design criteria: Standard Code Designation PE3408, Pipe Class 200, and Dimension Ratio (DR) 9.

   Tubing shall bear identification markings, which shall remain legible during normal handling, storage, and installation, and which have been applied in a manner that will not reduce the strength of the product or otherwise damage the tubing. Marking on the tubing shall include the following and shall be applied at intervals of not more than 5 feet: nominal size, material code designation, dimension ratio, pressure class, manufacturer's name or trademark and production record code, and seal (mark) of the testing agency that certified the suitability of the tubing material for potable water products.

4. Joints for polyethylene tubing shall be of the compression type utilizing a totally confined grip seal and coupling nut. Stainless steel inserts shall also be used for all tubing services.

5. All service lines crossing under any road rights-of-way or permanently paved or concrete areas to be provided with a schedule 40 PVC casing. Casing shall extend a minimum of five feet beyond either side of pavement. Casing ends shall be sealed with Permagum duct seal, no duct tape shall be allowed.

Service Line (Inch)	PVC Casing (Inch)
1	2
2	3

6. All fittings and stops to be high quality water works brass and equipped with compression-type connections.

7. Straight ball meter valves shall be Ford Grip Joint or Mueller (lockwing), double locking or approved equal.

8. 5/8 – inch x ¾ – inch and 1 – inch meter installations shall be placed in boxes. These boxes shall be manufactured by DFW Plastics, Inc product number DFW1219-10-AF3MF SMALL, with a black polymer body and blue polymer anti-float lid.

9. Water meters and backflow preventers shall be purchased by the customer and installed by FPUA in accordance with established procurement requirements.

G. Special Items:

1. Expansion Joints: Pipe expansion joints shall be suitable for the applicable service with a minimum 150 psi working pressure and shall be Style No. 500, as manufactured by Mercer Rubber Company, or approved equal.

2. Tapping Sleeves and Crosses: Tapping sleeve shall be split-type stainless steel with flanged outlet for connection to tapping valve. Body shall be constructed of Grade 18-8 type 304 stainless steel to provide corrosion protection. Flange shall be 18-8 type 304 stainless steel and conform to AWWA C207 class D ANSI 150 lb. drilling. Bolts and nuts are to have 18-8 stainless steel treads, and capable of being torqued to 150 ft lbs. for high sealing capability. Tapping sleeves are to be Ford Fast Tapping Sleeve, JCM or approved equal.

3. Service Saddles: Saddles for PVC or ductile iron pipe shall be stainless steel double strap service saddles with iron pipe threads and the iron body must be epoxy or nylon coated or otherwise approved by the Utilities Engineer. Sealing gaskets shall be suitable for the applicable service and straps shall be corrosion resistant alloy steel.
4. Polyethylene Encasement: Encasements shall comply with ANSI/AWWA C105/A21.5, "Polyethylene Encasement for Ductile Iron Pipe Systems."

2.02 VALVES:

A. GENERAL

1. The valve type, size, rating, flow direction arrow, if applicable, and manufacturer shall be clearly marked on each unit. Valves shall open left (counterclockwise), with an arrow cast in the metal of operating hand wheels and nuts indicating the directions of opening.

2. Valves shall open counterclockwise. Operators shall comply with AWWA C504 with 2-inch square operating nut. Operators shall be fully gasketed and grease-packed to withstand an external water pressure of 10 psi. Valve operators for valves 24 inch and smaller shall be traveling nut or worm gear type fully field adjustable stops so the operator does not have to be disassembled for valve seat

adjustment. Valves larger than 24-inch shall be equipped with worm gear type operators. Appurtenances shall be furnished by the valve manufacturer.

B. GATE VALVES (GV)

1. Underground Service (General): Valves two inches and larger shall be iron body, bronze mounted, conforming to AWWA C509, EPDM resilient wedge, non-rising stem type, and shall be equipped with two-inch square cast iron wrench nuts. Gate valves shall be Mueller, Kennedy, American, or approved equal.

2. Above Ground Service (General): Valves shall be iron bodied, bronze mounted EPDM resilient wedge, conforming to AWWA C509. Valves shall be OS&T, rising stem type. Valves shall be as manufactured by Mueller, Clow, Kennedy, American, or approved equal.

3. Tapping Valves: Valves shall conform to the specifications set forth under Paragraphs 1 and 2 (proceeding), for the applicable service conditions. Additionally, units shall be compatible with the connecting sleeve or saddle and specially designed for wet tapping installation operations. Tapping valves shall be Mueller, Kennedy, and American or approved equal.

4. Actuators: Valves 16 inches and larger shall be equipped with approved gearing actuators, with sealed enclosures for buried or submerged service, and shall be furnished by the valve manufacturer. Position indicators shall be furnished as required.

C. PLUG VALVES (Force main application ONLY):

1. General Service: All plug valves must be bi-directional interior epoxy coated cast iron, ductile iron or steel bodied eccentric-type with resilient faced plugs capable of drip-tight shutoff at rated pressure when applied to either side of the valve, conforming to AWWA C517. All valves up to and including 24-inch, shall be designed for minimum working pressure of 150 psi. Larger valves shall be designed for a minimum working pressure of 120 psi. The port area of the valve shall be the largest area available for the size valve being installed or specified for installation by the Utilities Engineer. Valves shall be as manufactured by Val-Matic, Dezurik, Clow, or approved equal.

2. Actuators: Valves shall be equipped with an approved gear actuator sized appropriately for the valve size specified. Buried and submerged services will be installed with sealed enclosures with a 2-inch actuating nut attached to the actuator, unless otherwise approved by the Utilities Engineer. Actuator bearings must be constructed of heavy-duty bearings capable of resisting corrosion and prevent binding.

D. CHECK VALVES (CV):

1. General Service: Water valves shall be iron body, bronze mounted, outside lever and weight, and equipped with removable inspection covers. Check valves 6 to 12 inches shall have a minimum working pressure of 175 psi, and units 16 to 24 inches shall be rated for 150 psi minimum working pressure and shall permit full flow area equal to that of the connecting pipe. Valves shall be as manufactured by Clow, M&H, American, or approved equal.

2. Valves 2-Inches and Smaller: Valves shall be bronze body and disc, swing check-type, with removable inspection covers, and rated for 150 psi minimum working pressure. For two-inch grinder pump applications, a Flomatic Model 208T ball check valve will be required, or approved equal.

E. CORPORATION STOPS AND CURB STOPS:

Units shall be brass equipped with connections compatible with the connecting service pipe-type; must have grip joint type or compression connections for polyethylene tubing with locking collars and stainless steel inserts.

F. AIR RELEASE VALVES – AIR AND VACUUM VALVES:

Water (Vent Only): Valves shall be cast iron or bronze body, suitable for domestic water service, rated for a minimum 150 psi working pressure. Automatic air release valves shall be 2-inch valves as manufactured by APCO or Val-Matic or approved equal.

Wastewater: Valves shall be nylon bodied, with a 2-inch NPT threaded connection and designed to sustain an air gap separation under pressure up to 150 psi. Automatic air release valve shall be manufactured by A.R.I., D-025 "SAAR" combination air valve for sewage.

G. SPECIAL ITEMS

1. Valve Boxes: Units shall be adjustable, cast iron, two-piece screw-type with minimum interior diameter of five inches, and a LOCKABLE cast cover with the applicable inscription in legible lettering on the top: "SEWER", "REUSE" or "WATER." Boxes shall be suitable for the applicable surface loading and valve size, and shall be as manufactured by Davis Meter and Supply Division, or approved equal. Valve boxes for treated effluent systems shall be marked accordingly. Extension pieces, if required, shall be the manufacturer's standard screw-type for use with the valve box.

2. Extension Stem for Valve Operators: Where the depth of the operating nut is more than 3 feet, operating extensions shall be provided to bring the operating nut to a point 12 inches below finished grade. The extension shall be steel construction

and permanently attached to the operating nut on the valve. The use of setscrews will not be allowed.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. GENERAL REQUIREMENTS:

1. Piping, fittings, valves, and appurtenances shall be installed in accordance with these Standards and in general with the manufacturer's recommendations for the applicable service. All aforementioned items are to be inspected by a FPUA representative in place, before backfilling to ensure the accuracy and quality of the installation and parts.

2. Piping shall be installed along straight line and grade between fittings, manholes, or other defined points, unless other definite lines of alignment deflection or grade change have been established. Modification to approved alignment or grade during construction shall receive prior approval from the Utilities Engineer, and all resulting design conflicts shall be resolved by the Utilities Engineer prior to proceeding.

3. Materials shall be cleaned and maintained clean, with all coatings protected from damage. The interior of the pipe shall be free of dirt and debris, and when work is not in progress; all open ends shall be plugged.

4. Underground piping shall not be driven to grade by striking it. When the pipe has been properly bedded, enough compacted backfill shall be placed to hold the utility in correct alignment. If necessary, precaution shall be taken to prevent flotation.

5. Joining shall be by the manufacturer's approved method and shall not require undue force to accomplish full satisfactory seating and assembly. Connections at structures shall be cut accurately and worked into place without forcing and shall align with the connecting point. Flanged joints shall be made up tight, but with care taken to prevent undue strain upon equipment or other items. Suitable flange filler rings shall be installed where required to provide suitable joints. The installation shall be permanently watertight, with no visible leakage at joints, connections with structures or other locations, under operational or testing conditions. Material that in jointing does not remain completely seated and/or watertight shall be rejected.

6. Underground pressure piping systems shall be securely anchored by acceptable means at all tees, plugs, caps, bends and valves, and at all other locations where unbalanced forces exist or as directed by the Utilities Engineer. Restrained joints shall be used in accordance with manufacturer's recommendations.

7. FPUA will accept Uni-Flange, Mega-Lug, and Stargrip Series 3000/4000 or approved equal, restraining systems. The Contractor shall supply to the Utilities Engineer a shop drawing of every typical fitting assembly within the project, which reflects the restraint detail proposed for use (including length of pipe restraint). Said shop drawing shall specify the particular system to be utilized and no substitutions will be allowed after approval without re-submittal of shop drawings and written approval by the Utilities Engineer.

8. Exposed systems shall be supported as necessary to hold the piping and appurtenances in a firm, substantial manner to the required lines and grades indicated, with no undue piping stresses transmitted to equipment or other items. Piping within buildings shall be adequately supported from floors, walls, ceilings, or beams. Supports from the floor shall be by suitable saddle stands or piers. Piping along walls shall be supported by satisfactory wall brackets, or saddles, or by wall brackets with adjustable hanger rods. For piping supported from the ceiling, approved rod hangers of a type capable of screw adjustment after erection of the piping shall be used. Pipe aboveground outside of buildings shall be supported on concrete supports or pre-manufactured adjustable pipe supports.

9. Proper provision for exposed expansion or contraction shall be provided by installation of expansion joints or other suitable methods. Additionally, flexible connections shall be provided to expedite equipment or piping system removal.

10. Sub aqueous pipe laying may be permitted where conditions make it impractical to lay pipe "in the dry," provided the Contractor submits his plans for laying pipe under water to the Engineer and obtains advance approval thereof. All sub aqueous crossings shall be made in accordance with all approved permits.

B. DUCTILE IRON (DI) PIPE:

Installation shall be performed in accordance with the applicable provisions of AWWA Standard C600. The opening cut in the pipe wall for installation of tapping saddles and sleeves shall be made by a special tapping machine designed for this specific service. All pipe cutting shall be accomplished by power operated abrasive wheel or saw cutter, or other methods approved by the pipe manufacturer. Where required, Polyethylene Encasement shall be installed as set forth under AWWA C105.

C. INSPECTION CRITERIA OF (DI) PIPE AND FITTINGS:

All pipe, valves, fittings, or other items shall be inspected prior to installation and *shall be rejected* if any of the following conditions exist:

1. <u>Interior Surfaces:</u>

(a) The interior cement or ceramic epoxy lining is damaged, broken or severely cracked.

(b) The interior cement or ceramic epoxy lining is found to be excessively non-uniform.

(c) Protruding materials are found in the rubber seal location (Gasket Raceway). If this condition is minor, it may be field corrected and recoated as required.

(d) **ANY** interior surface that is rusted with pits or other corrosive damage. Surface rust may be corrected and recoated at the discretion of the Utilities Engineer.

2. Exterior Surfaces:

(a) Surfaces show visual defects.

(b) Exterior surface is rusted with pits or other corrosive damage. Surface rust may be corrected and recoated as required.

(c) **ANY** surface rust on ductile iron fitting that has been epoxy coated for corrosion resistance in harsh soil environments.

(d) **ANY** pipe or fitting which has received a severe blow that may have caused an incipient fracture, even though not visible.

3. Marking of Rejected Fittings: Fittings that have obvious casting defects or other imperfections that affect the structural integrity of the fitting may be marked with paint. These fittings shall not be allowed for use in FPUA under any circumstances. Fittings that fail for cosmetic reasons, (surface rust, coating problems, etc.) shall be tagged and identified to the Contractor or distributor. The problem must corrected by the Contractor or distributor to the inspector's satisfaction prior to installation in FPUA system.

D. POLYVINYL CHLORIDE (PVC) PIPE:

Lubrication used for pipe and fitting joints shall be nontoxic (NSF approved for potable water) and recommended for use by the pipe manufacturer. The use of vegetable oil, and lard type (Crisco) cooking matter shall not be allowed under any circumstances. For all installations, ensure the provisions of AWWA Manual M-23 are followed.

E. VALVES:

1. General: Valves shall be carefully inspected, opened wide, and then tightly closed prior to installation, and all the various nuts and bolts thereon shall be tested for

tightness, per manufacturer specifications. Special care shall be taken to prevent joint materials, stones, or other substances from becoming lodged in the valve seat. Valves, unless otherwise required, shall be set with their stems vertically above the centerline of the pipe. Any valve that does not operate correctly shall be adjusted to operate properly or removed and replaced.

2. Buried valves shall be installed vertically where depth of cover permits. Where depth of cover does not permit, side operators shall be used. Extension stems shall be provided on all buried valves when the operating nut is deeper than three feet below the final grade, with sufficient stem extension to place the nut not more than three feet below grade. Where extension stems are required within valve boxes, approved insert stem guides shall be provided. All valve locations are to be marked by use of a reflective marker (RPM) attached to the pavement or concrete pad near the valve box per Detail M-6 and at the edge of pavement. Blue RPMs shall be used for water, green for force mains and purple for reuse mains.

3. Valve boxes shall be carefully centered over the operating nuts of underground valves to permit a valve wrench to be easily fitted to the nut. The tops of valve boxes shall be set to the required grade. The valve box **SHALL NOT** transmit surface loads directly to either the pipe or valve. Care shall be taken to prevent earth and other material from entering the valve boxes. Any valve box that becomes out of alignment or is not to grade shall be dug out and adjusted. Concrete pads will be provided around boxes, in accordance with the typical gate valve and valve box detail.

END OF SECTION

BID FORMS
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BID FORM

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

KINGS LANDING OFFI-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____(Zip Code)

PHONE NUMBER: _____

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;
that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 4
0% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General
Condition
s.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder:_____
(Type or Print)

By: _____

Name: _____

Title: _____

Dated: _____, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

_____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated _____ 2024, for the _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(If individual or partnership)

_____

_____

PRINCIPAL

_____

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (If corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

_____

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

BID FORMS
Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

_____

_____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

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 _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof, **for Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive.**

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,

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 ____, 2024.

ATTEST: _____
Principal

_____ By: _____
(Principal) Secretary

Name _____ Name_____
(Type) (Type)

Title _____
(Corporate Seal)

_____
(Address)

_____ _____
Witness as to Principal

_____
Witness as to Principal

ATTEST: _____
Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof, **to furnish Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive, Bid No. 2024-016. (**Date to be filled in by Owner)

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 ____, 2024.

ATTEST: _____ Principal

_____ By _____
(Principal) Secretary

Name _____ Name _____
(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal _____

_____
Witness as to Principal

ATTEST: _____ Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety

_____ _____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: **Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive**

Date of Bid Opening: **3:00 PM, Tuesday, February 20, 2024**

Award Amount: **Not to Exceed $_____**

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item

Notice of Award
Agreement between City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms, and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

Mailing Address:
Attn: Purchasing Division
100 North U.S. #1
Fort Pierce, FL 34950 - 4205

Delivery Address:
Attn: Purchasing Division
100 North U.S. #1
Fort Pierce, FL 34950

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

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER:

BY:_____
Gelencia Carter, Purchasing Manager

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950

Date:_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:

BY: _____

_____

TITLE: _____

DATE: _____

END OF SECTION

NOTICE TO PROCEED

Date: _____

To:_____

_____ **Contractor.**

Notice to Proceed on Project: Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2024 and to obtain Substantial completion within 90 calendar days and Final completion within 120 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be**: _____, 2024.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____
John R. Andrews, P.E.
City Engineer

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **Kings Landing Offsite Water Main Upgrade – Avenue B and Indian River Drive**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ _____

Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER $ _____

Current CONTRACT AMOUNT Including this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

By:_____
Signature & Title

Date:_____

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of _____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____
___ Attorney

_____
___ Date

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by you.

8 Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.

11. List your major equipment available for this contract.
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)

13. Background and experience of the principal members of your company, including the officers.

14. Give bank reference.

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at _____this _____ day of _____, 2024.

Contractor:

_____

By_____

_____
(Name & Title)

County of _____
State of _____

_____, being duly sworn, deposes and says that he is _____ of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____day of _____, 2024.

_____
Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of _____, 2021

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

PUBLIC ENTITY AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2024-016 for Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive .

2. This sworn statement is submitted by _____
_____(name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is_____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity
(please print name of individual signing)
named above is _____.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: _____

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2024

NOTARY PUBLIC SEAL:

My commission expires:_____

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: _____, 2024

Official Address
(Including Zip Code):

By:_____

_____

_____
(Title)

_____

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Bid No. 2024-016

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   _____ Dollars _____
   (Written)

   _____
   (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)
   By: _____
   (President's Signature)

   _____
   (President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida on the _____ day of _____, 2024.

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

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

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

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

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

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

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

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

_____
Proposer's Signature

_____
Date

END OF SECTION

BID RESPONSE FORM

Bid No. 2024-016

Kings Landing Off-site Water Main Upgrade – Avenue B and Indian River Drive

ITEM NO.	ITEM	QTY	UNIT	UNIT COST	COST
1	Mobilization (Water)	1	LS	$	$
2	Construction Layout/Record Drawings (Water)	1	LS	$	$
3	Maintenance of Traffic	1	LS	$	$
4	2" Water Service	42	LF	$	$
5	2" Poly (DR-9) Water Main	26	LF	$	$
6	6" C900 (DR-18) Water Main	70	LF	$	$
7	8" C900 (DR-18) Water Main	970	LF	$	$
8	Fire Hydrant Assembly	1	EA	$	$
9	2" Gate Valve	1	EA	$	$
10	6" Gate Valve	2	EA	$	$
11	8" Gate Valve	5	EA	$	$
12	8" Water Main Tie-In on PROPOSED Utilities at Indian River DR (2" Tapping Saddle & Valve)	1	LS	$	$
13	8" Water Main Tie-In at N 2ND St (8" Tapping Sleeve& Valve)	1	LS	$	$
14	8" Water Main Tie-In at Indian River Drive	1	LS	$	$
15	Fittings	1	TN	$	$
16	6" & 8" Bell Restraints	1	LS	$	$
17	6" & 8" Megalugs	1	LS	$	$
18	Bacteriological Sample Points	2	EA	$	$
19	6" CIP Pipe Removal	829	LF	$	$
20	Grout 6" HDPE Water Main (Across Indian River Drive)	60	LF	$	$
21	Thrust Block	2	EA	$	$
22	Dewatering	1	LS	$	$
23	Remove 15" PVC Sewer Pipe	40	LF	$	$
24	Plug Sewer Manhole	1	EA	$	$
25	Miscellaneous Restoration at service crossings (Sod, sidewalk, curb)	1	LS	$	$
26	Asphalt Repair	540	SF	$	$
				GRAND TOTAL	$

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-016

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-016

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE BE AND INDIAN RIVER DRIVE

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm:_____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By:_____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (**ATTACH COPY)**

County License # _____ (**ATTACH COPY**)

City License: (**ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License:

Unlimited _____(yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY,
FLORIDA

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE B AND INDIAN RIVER DRIVE

Bid No. 2024-016

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: KINGS LANDING OFF-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

Bid No.: 2024-016

Project Description: Replacing an existing 6-inch cast iron water main with a new 8-inch PVC water main to include services, fire hydrants, valves and appurtenances on Avenue B and Indian River Drive per the construction plans.

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION

GENERAL CONDITIONS
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2	The City Engineer	
3	City	
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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is:(1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the City Engineer of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE/AMOUNT

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work

directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The City of Fort Pierce: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer.

1.1.29 ENGINEERING INSPECTOR

The authorized representative of the City Engineer who is assigned to the site inspection or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used materials; Swatches showing color, texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word “approved,” “reviewed,” “acceptable,” “satisfactory,” “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words “as shown” or “as indicated” or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word “provide” is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word “Product” is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term “Project Manual” as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be

performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer or designee will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The City Engineer or designee will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The City Engineer or designee shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City Engineer or designee may perform his functions under the Contract Documents.

2.3 The City Engineer will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the City Engineer for such interpretations.

SECTION 3 - CITY

3.1 DEFINITION

3.1.1 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1 and elsewhere in the Contract and Contract Documents, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Contract Articles 8,10, 14, 15, 16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to carry

out the Work in accordance with the Contract and Sections 8, 14, 15, and 16, and as noted in the Agreement and Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether

temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the City Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the City Engineer with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten (10) days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the City Engineer by transmittal letter with Contractor’s signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to City Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as City Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable City Engineer to review the information as required.

4.12.2 Contractor shall also submit to City Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give City Engineer specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to City Engineer for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the City Engineer and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by City Engineer on previous submittals.

4.12.6 City Engineer's review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called City Engineer's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by City Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required by the Specifications, any related Work performed prior to City Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the City Engineer.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to City Engineer.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Contract, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall comply with the Contract, to include Article 12 and the Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors’ reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the City Engineer shall determine to be just.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 Governing Law

7.1.1 The Contractor shall be governed by the law of the place where the project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 PERFORMANCE AND PAYMENT BOND

7.5.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary

Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the City, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City Engineer timely notice of its readiness so the City Engineer may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Paragraph 7.7.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's

additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the City Engineer.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the City Engineer when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the City Engineer, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Agreement or Contract Documents.

SECTION 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project’s Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and City Engineer an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer will, within ten (10) days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the City Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the City Engineer's observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City Engineer has approved the complete Application for Payment, the City shall make payment in accordance with Article 6 of identified in the Agreement.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to City Engineer receiving Partial Releases of Liens applicable to previous payments received by Contractor**.

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the City Engineer is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the City Engineer cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied; or

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice; or

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer may request Partial Releases of Liens prior to payment; or

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or

5. Damage to the City or other contractor; or

6. Reasonable evidence that the Work will not be completed within the Contract Time; or

7. Persistent failure to carry out the Work in accordance with the Contract

Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 “ELIMINATED”

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The City Engineer's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement and Contract Documents have been fulfilled and the Contractor has met the requirements of the Agreement and Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub- subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers; or

2. Faulty or defective Work appearing after Substantial Completion; or

3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and

other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the City Engineer and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Paragraph 10.2, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or City Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Agreement and the Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the City Engineer.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 CITY ENGINEER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE

(SEE CONTRACT DOCUMENTS - ARTICLE 17)

SECTION 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By unit prices stated in the Contract Documents or subsequently agreed upon;

3. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City Engineer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in

accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation pursuant to Subparagraph 2.3; (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4; or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The City Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City Engineer or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the City Engineer has not specifically requested or required to observe prior to being covered, the City Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the City Engineer as defective or as failing to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting

such rejected Work, including compensation for the City Engineer or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City Engineer, the City may remove it and replace the materials or equipment at the expense of the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order

will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the City Engineer has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the City Engineer, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the City Engineer that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the City Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the City Engineer, upon application, in the manner provided in

Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 - UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the City Engineer, the Contractor shall be able to overcome them.

SECTION 16 - ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17 - BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the City Engineer any conflict, error or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from City Engineer before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer for failure to report any conflict, error or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City Engineer for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The City Engineer may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as City Engineer directs, to attend the conference.

SECTION 18 - PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 - MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Unit Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the City Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20 - ESTIMATED QUANTITIES

20.1 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by City may vary from those on the Bid Form(s).

20.2 The Contractor's attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to

be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

20.3 All quantities, for the submittal of payments, shall be measured and tabulated by both the City Engineer, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer whatever assistance is required, laborers, clerks and records that will enable the City Engineer to expeditiously check all estimates and especially the final quantities of the project.

SECTION 21- COORDINATION

21.1 Contractor shall: (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements; (2) coordinate completion and clean-up of Work of separate sections of specifications in preparation for Substantial Completion; and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22 - FIELD ENGINEERING

Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to City Engineer, locate and protect survey control and reference points, control datum for survey that is shown on the Exhibit Drawings, and provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

SECTION 23

"DELETED"

SECTION 24 - PRECONSTRUCTION CONFERENCE

24.1 City Engineer will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.)

24.3 Agenda:

1. Execution of City-Contractor Agreement;

2. Submission of executed bonds and insurance certificates;
3. Distribution of Contract Documents;
4. Submission of list of Subcontractors, and progress schedule;
5. Designation of personnel representing the parties in Contract, and the City Engineer;
6. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7. Scheduling;
8. Scheduling activities of Testing Laboratory.

SECTION 25 - PROGRESS MEETINGS

25.1 City Engineer or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within 3 days to participants and those affected by decisions made.

25.3 Agenda:

1. Review minutes of previous meetings;
2. Review of Work progress;
3. Field observations, problems, and decisions;
4. Identification of problems which impede planned progress;
5. Review of submittals schedule and status of submittals;
6. Review of off-site fabrication and delivery schedules;
7. Maintenance of progress schedule;
8. Corrective measures to regain projected schedules;
9. Planned progress during succeeding work period;
10. Coordinate of projected progress;
11. Maintenance of quality and work standards;
12. Effect of proposed changes on progress schedule and coordination;
13. Other business relating to Work.

SECTION 26 - CONTRACT CLOSEOUT

26.1 DESCRIPTION
Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed

in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Engineer the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:
5. Any changes or verifications get marked.
6. Mark out all "proposed" or "constructs."
7. Draw in all changes to location of pipe, structures, etc.

8. Draw in a detail box of any substantial changes.
9. Mark location and footage of all culverts.
10. Mark all elevations for grates and pipe inverts.
11. Mark all grades and spot elevations of roadways at 500 feet spacing or less.
12. Canal cross-sections at 500 feet spacing.

The Contractor shall submit four (4) sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings supplied in digital format (AutoCAD).

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Lugey Dawson, Environmental Engineer**

FROM: **Madison White, Purchasing Agent - Temp** *Madison White*

SUBJECT: **Bid No. 2024-016 – Kings Landing Offsite Water Main Upgrade- Avenue B and Indian River Drive**

DATE: **February 23, 2024**

On January 5, 2024, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on January 12 and 19, 2024, with a scheduled opening at 3:00 PM on February 20, 2024.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one(1) PDF copy on a USB Drive.

Attached is the tabulation sheet for the above referenced bid. In total, six (6) submissions were received, five (5) electronic and one (1) hand delivered. One was deemed non-responsive due to the omission of the required Bid Bond form. A copy of each submittal will be sent via email. The file is available for review in the Purchasing Division.

The invitation was sent to 766 vendors. Sixteen (16) vendors requested specifications with six (6) responding (37.50%) plus 0 "No Bid" (37.50% total response).

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).

Expiration date is **Tuesday**, **April 23, 2024**. Approval to award must be complete by this date.

GC/mw

Attachment

cc: Jack Andrews, City Engineer
Johnna Morris, Director of Finance
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**KINGS LANDING OFFSITE WATER MAIN UPGRADE- AVENUE B AND INDIAN RIVER DRIVE**
BID NUMBER:	**2024-016**
OPENING DATE:	2/20/23@ 3:00PM
RECOMMENDED AWARD:	Pending

RESPONSE
6 of 16 = 37.50 %
0 "No Bids"
Total = 37.50 %

"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."

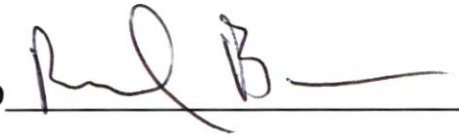
VENDOR NAME	BID BOND	TOTAL BID PRICE
R.K. Contractors, Inc Fort Pierce, FL	10%	**$314,613.28**
Heavy Civil Inc. Pompano Beach, FL	5%	**$361,019.60**
Dawson-Williams Jupiter, FL	**NO BID BOND FORM (NON-RESPONSIVE)**	**$376,839.23**
Timothy Rose Contracting, Inc Vero Beach, FL	10%	**$396,691.00**
CK Contractors and Development, LLC West Palm Beach, FL	5%	**$436,210.00**
Boromei Construction Inc. Okeechobee, FL	10%	**$859,520.00**

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	Bid No: 2024-016
Mandatory Site-Visit: N/A	Bid Title: KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE
Mandatory Site-Visit Location: N/A	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, TUESDAY, FEBRUARY 20, 2024	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: R.K. Contractors, Inc Mailing Address: 1720 Copenhaver Road	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Ft. Pierce, FL 34945	Typed or Printed Name: Randy Bowers
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: President
Incorporated in the State of: Florida Year: 1993	Delivery in _____ days, After Receipt Order
Phone Number: 772-201-5426	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number: 65-0433749
E-Mail Address: rkcontractors20@gmail.com	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	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	✓	
Is each Bid Addendum (when issued) signed and included?	N/A	

PLEASE SIGN AND RETURN WITH BID 

Form **W-9**
(Rev. November 2005)
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)
R.K. Contractors, Inc

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1720 Copenhaver Road

Requester's name and address (optional)

City, state, and ZIP code
Ft. Pierce, FL 34945

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

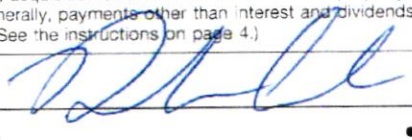
Employer identification number
6	5	–	0	4	3	3	7	4	9

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. person (including a U.S. resident alien).

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 ► 2/19/24

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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,

BID RESPONSE FORM

Bid No. 2024-016

Kings Landing Off-site Water Main Upgrade – Avenue B and Indian River Drive

ITEM NO.	ITEM	QTY	UNIT	UNIT COST	COST
1	Mobilization (Water)	1	LS	$15,000.00	$15,000.00
2	Construction Layout/Record Drawings (Water)	1	LS	$14,025.00	$14,025.00
3	Maintenance of Traffic	1	LS	$10,620.00	$10,620.00
4	2" Water Service	42	LF	$190.00	$7,980.00
5	2" Poly (DR-9) Water Main	26	LF	$65.00	$1,690.00
6	6" C900 (DR-18) Water Main	70	LF	$56.00	$3,920.00
7	8" C900 (DR-18) Water Main	970	LF	$65.00	$63,050.00
8	Fire Hydrant Assembly	1	EA	$14,132.00	$14,132.00
9	2" Gate Valve	1	EA	$1,100.00	$1,100.00
10	6" Gate Valve	2	EA	$2,842.00	$5,684.00
11	8" Gate Valve	5	EA	$3,700.00	$18,500.00
12	8" Water Main Tie-In on PROPOSED Utilities at Indian River DR (2" Tapping Saddle & Valve)	1	LS	$7,500.00	$7,500.00
13	8" Water Main Tie-In at N 2ND St (8" Tapping Sleeve& Valve)	1	LS	$8,200.00	$8,200.00
14	8" Water Main Tie-In at Indian River Drive	1	LS	$8,200.00	$8,200.00
15	Fittings	1	TN	$27,888.00	$27,888.00
16	6" & 8" Bell Restraints	1	LS	$14,246.28	$14,246.28
17	6" & 8" Megalugs	1	LS	$11,500.00	$11,500.00
18	Bacteriological Sample Points	2	EA	$1,720.00	$3,440.00
19	6" CIP Pipe Removal	829	LF	$22.00	$18,238.00
20	Grout 6" HDPE Water Main (Across Indian River Drive)	60	LF	$80.00	$4,800.00
21	Thrust Block	2	EA	$2,250.00	$4,500.00
22	Dewatering	1	LS	$10,100.00	$10,100.00
23	Remove 15" PVC Sewer Pipe	40	LF	$165.00	$6,600.00
24	Plug Sewer Manhole	1	EA	$2,500.00	$2,500.00
25	Miscellaneous Restoration at service crossings (Sod, sidewalk, curb)	1	LS	$15,000.00	$15,000.00
26	Asphalt Repair	540	SF	$30.00	$16,200.00
				GRAND TOTAL	**$314,613.28**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that R. K. Contractors, Inc. we,

----------, as Principal, and

United Fire & Casualty Company, as Surety,

are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Amount Bid ---------- ---------- Dollars ($----------10%----------), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 20, 2024, for the Bid No. 2024-016, KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE Ft. Pierce, FL

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 20th day of February, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(If individual or partnership)

_____

_____

PRINCIPAL

R. K. Contractors, Inc.

By: _____
(Signature)

Name: Randy Bowers

Title: President

ATTEST (If corporation)

By: _____
(Signature)

Name: Devin Wheaton

Title: VP

(Corporate Seal)

SURETY

United Fire & Casualty Company

By: _____
(Signature)

Name: Jeffrey W. Reich Inquiries: 407-786-7770

Title: Attorney-In-Fact & FL Licensed Resident Agent

(Surety Seal)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 20th day of February, 2024.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BID FORM

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

KINGS LANDING OFFI-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

NAME OF BIDDER: R.K. Contractors, Inc

MAILING ADDRESS: 1720 Copenhaver Road., Ft. Pierce, FL 34945

STREET ADDRESS: 1720 Copenhaver Road., Ft. Pierce, FL 34945 (Zip Code)

PHONE NUMBER: 772-201-5426

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: R.K. Contractors, Inc
(Type or Print)

By: _____

Name: Randy Bowers

Title: President

Dated: February 19th, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Devin Wheaton

Title: Vice President

Witnesses: Adam Hutchinson

(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

CUC056834 8/31/24 Underground Utility & Excavation

END OF SECTION



BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. R.K. Contractors, Inc
2. Permanent Main Office address. 1720 Copenhaver Road., Ft. Pierce, FL 34945
3. When organized? 8/27/1993
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 31 years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See attached
7. General character of work performed by you.
8. Have you ever failed to complete any work awarded to you? If so, where and why? No
9. Have you ever defaulted on a contract? If so, where and why? No
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. See attached
11. List your major equipment available for this contract. See attached
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) See attached
13. Background and experience of the principal members of your company, including the officers. See attached
14. Give bank reference.
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at 02/20/24 this 20th day of February, 2024.

Contractor:

R.K. Contractors, Inc

By _____

Randy Bowers President

(Name & Title)

County of St. Lucie
State of FL

Randy Bowers, being duly sworn, deposes and says that he is President of R.K. Contractors, Inc and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 20th day of Feb, 2024.

_____
Notary Public

My Commission Expires:

3/15/27 (Seal)

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION



NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Lucie

Randy Bowers, being first duly sworn, deposes and says:

That he/she is President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

R.K. Contractors, Inc
(Firm Name)

By: Randy Bowers

Title: President

Subscribed and sworn to before me this 20th
day of Feb, 2021

Notary Public

My Commission expires: (Seal)
3/15/27

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION



PUBLIC ENTITY AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2024-016 for Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive .

2. This sworn statement is submitted by R.K. Contractors, Inc
(name of entity submitting sworn statement)
whose business address is 1720 Copenhaver Road., Ft. Pierce, FL 34945
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0433749
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Randy Bowers my relationship to the entity
(please print name of individual signing)
named above is President.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 2/20/24

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

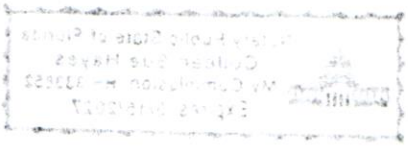
Randy Bowers who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 20 day of Feb, 2024

NOTARY PUBLIC SEAL:

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

My commission expires: 3/15/27

END OF SECTION



CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: February 19th, 2024

Official Address
(Including Zip Code):

1720 Copenhaver Road

Ft. Pierce, FL 34945

By: Randy Bowers

President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Bid No. 2024-016

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Ten thousand dollars _____ Dollars ____
(Written)

$10,000.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: R.K. Contractors, Inc
(Company-Contractor)
By: _____
(President's Signature)
Randy Bowers
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in St. Lucie County, Florida on the 20th day of Feb, 2024.

Notary Public: _____ (affix seal) My Commission Expires: 3/15/27

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION



SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-016

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
None noted			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-016

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE BE AND INDIAN RIVER DRIVE

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: R.K. Contractors, Inc

Corporate Title: _____

Address: 1720 Copenhaver Road

Ft. Pierce, FL 34945
(Zip Code)

By: Randy Bowers (Print name) President (Print title)

(Authorized Signature)

Telephone: ( ) 772-260-2488

Fax: ( ) _____

State License # CUC056834 **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License:

Unlimited _____(yes/no)

If "NO", Limited to what trade? Underground Utilities + Excavation

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY,
FLORIDA

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE B AND INDIAN RIVER DRIVE

Bid No. 2024-016

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
See attached reference sheet			

END OF SECTION

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2023 - 2024

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #15 Receipt #1799-00940013

Type of business 1799 MISC/SPECIALTY CONTRACTOR (Underground Utility & Excavation Contractor) Expires SEPTEMBER 30, 2024

DBA name R.K contractors, Inc Business Randy Bowers

Mailing address: Randy Bowers
1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

Business location: 1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

RENEWAL
Original tax: $24.75 City of Fort Pierce 2313-133-0001-000/3 3928524909CC
Penalty:
Collection cost:
Total: $24.75 Paid 07/03/2023 24.75 0025-20230703-042789

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Randy Bowers
1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

RKCON-1 OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/05/2023

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 Kearns Agency of Florida Inc. P O Box 1849 Jensen Beach, FL 34958 Lawrence E. Kearns 772-334-5822	CONTACT NAME: Lawrence E. Kearns PHONE (A/C, No, Ext): 772-334-5822 FAX (A/C, No): 772-334-0940 E-MAIL ADDRESS: lekearns@bellsouth.net
INSURED R K Contractors Inc 803 S. Indian River Drive Fort Pierce, FL 34950	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Owners Insurance Co. — 32700 INSURER B : Auto-Owners Insurance Co. — 18988 INSURER C : Southern Owners Insurance Co. — 10190 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			72698658	10/03/2023	10/03/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			95-434-709-00	10/03/2023	10/03/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Uninsured Motor	$ 500,000
C	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			95-434-709-02	10/03/2023	10/03/2024	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Rent/Leased Equip			72698658	10/03/2023	10/03/2024	Contract	300,000
							Equipment	1,000 ded

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

CERTIFICATE HOLDER

CITYFTP

City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 34954

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
Lawrence E. Kearns

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2023

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
Assurance, a Marsh & McLennan Agency LLC company
20 N Martingale Road
Suite 100
Schaumburg IL 60173

CONTACT NAME: Rachel Uhlar
PHONE (A/C, No, Ext): (312) 625-5933 **FAX (A/C, No):** (847) 440-9126
E-MAIL ADDRESS: rachel.uhlar@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Prescient National Insurance C	12773
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

COVERAGES **CERTIFICATE NUMBER:** 1978274221 **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	
	COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC005000001123	7/15/2023	7/15/2024	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] N / A **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage is extended to the co-employees of R.K. Contractors Inc.

CERTIFICATE HOLDER

CITY OF FT. PIERCE
100 NORTH US 1
FT. PIERCE FL 34954

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
Gina Paljak

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City of Fort Pierce, Florida
100 N. US Highway 1
Fort Pierce, FL 34950
(772) 467-3065

Amount Paid: $25.00 Issued: August 16, 2023

Comp Card Expires: September 30, 2024
State License Expires: CUC056834 08/31/24
Worker's Comp Expires: WC003000001122 07/15/24
Liability Ins. Expires: 72698658 10/03/23

City of Fort Pierce, Florida
Certificate of Competency

UNDERGROUND UTIL & EXCAVATION CERT

Control #0049840 License # 24-00032768

R.K. CONTRACTORS, LLC
BOWERS, RANDY
1720 COPEN HAVER RD
FT PIERCE FL 34950

R.K. CONTRACTORS, LLC
1720 COPEN HAVER RD

FT PIERCE FL 34950

RK Contractors, Inc
1720 Copenhaver Road
Ft. Pierce, FL 34945
RKContractors20@gmail.com
CUC056834

RK Contractors has been doing business in the tri-county area for over the past 25 years. We specialize in all aspects of underground utility construction including commercial, residential, and municipal projects. We offer complete packages for new drainage systems, water service systems, sewer service systems, and fire line installations as well as emergency repairs of existing systems.

Trade References

Hooks Construction
2211 S Kanner Hwy
Stuart, FL 34994
Steve Hooks
772-419-8828 (Office)
steve@hooksconstruction.net

C Calvert Montgomery & Associates
959 SE Federal Highway
Stuart, FL 34994
Scott Montgomery
772-287-3636 (Office)
scott@ccmaengineers.com

Mathers Engineering Corporation
2431 SE Dixie Highway
Stuart, FL 34996
Bill Mathers
772-287-0525 (Office)

Pav-Co Construction
533 SE Central Parkway
Stuart, FL 34994
Bill Carpino
772-286-7385 (Office)
pavcocontracting@aol.com

Core & Main
7374 Commercial Circle
Ft. Pierce, FL 34951
Pat Zaccaro
772-466-5955 (Office)
Pat.Zaccaro@coreandmain.com

Gil Hyatt Construction
1082 NE 45th Street
Oakland Park, FL 33334
Jim Hennessey
203-510-5965 (Cell)
Jim.H@gilhyatt.com

Tommy Hawkins & Sons
909 Barrel Ave
Ft. Pierce, FL 34982
RJ Buchmeyer
772-464-7587 (Office)
rj@hawkinspaving.net

EDC Engineering
10250 SW Village Parkway
Port St. Lucie, FL 34987
Steve Orazzi
423-327-7191

Recently Completed Projects

Lakeside Storage
Okeechobee, FL
Lauren Jock Trucking
$575,000

Wawa #5307
Stuart, FL
Hooks Construction
$485,000

Wawa #5387
Ft. Pierce, FL
Hooks Construction
$230,000

Martin County Fire Station #14
Stuart, FL
The Morganti Group
$152,000

Indian River Spirits
Ft. Pierce, FL
Todd Thompson Inc
$170,000
Todd Thompson
772-473-9900

7/11 #41527
Ft. Pierce, FL
Gil Hyatt Construction
$95,000
Jim Hennesy
203-510-5965

Palm City Elementary
Palm City, FL
Tommy Hawkins & Sons Construction
$1,379,000

Tradition Lift Stations
Port Saint Lucie, FL
Guettler Brothers Construction
$15,000 per station piping x20 (ongoing installs)
Dave Morgan
772-216-2583

Paradise Park Drainage (City Of Ft. Pierce)
Ft. Pierce, FL
Lauren Jock Trucking
$700,000

Lift Station #40 (City Of Port St. Lucie)
Port St. Lucie, FL
Lauren Jock Trucking
$150,000

8th Street Improvements (City Of Fort Pierce/FPUA)
Ft. Pierce, FL
Pavco Contracting
$75,000
Bill Carpino
772-286-7385 (Office)

Chipotle/Ft. Pierce Commercial Development
Ft. Pierce, FL
Tommy Hawkins & Sons Paving
$690,000
RJ Buchmeyer
772-370-9144

ALDI Store #37
Ft. Pierce, FL
Tommy Hawkins & Sons Paving
$153,000
RJ Buchmeyer
772-370-9144

Wallace Automotive ROW Drainage Improvements
Stuart, FL
Wallace Enterprises
$236,415
Edward Flavin 954-494-7323





HOOKS CONSTRUCTION

Wawa #5307 Martin County

6-22-21

CASE


CAUTION
CUIDADO







Background & Experience Of Principal Officers

Randy Bowers-President
30 years experience in underground utility installations
State Of Florida Certified Underground Utility Contractor (CUC056834)
State Of Florida Certified Class V Fire Contractor

Devin Wheaton-Vice President
15 years experience in general contracting including new commercial builds and underground utility installations
State Of Florida Certified General Contractor (CGC1526542)
State Of Florida Certified Underground Utility Contractor

R.K. Contractors, Inc
1720 Copenhaver Road
Ft. Pierce, FL 34945
CUC056834

Contracts On Hand

Oleander Multi Family Development
Ft. Pierce, FL
$145,000
Est Date of Completion: 3/12/24

Perez Duplex Water Improvements
Stuart, FL
$25,000
Est Date of Completion: 2/25/24

Innovation Business Park Phase II
Tradition, FL
$50,000
Est Date of Completion: 3/1/24

Equipment Available For Kings Landing Project

2022 Case 621G Front End Loader

2021 Case 145D Tracked Excavator

2017 Case Mini Excavator

Various compactors, generators, etc

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BOWERS, RANDY LEE

R K CONTRACTORS INC
803 S INDIAN RIVER DR
FORT PIERCE FL 34950

LICENSE NUMBER: CUC056834

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

WHEATON, DEVIN THOMAS

TREASURE COAST GENERAL CONTRACTORS, LLC.
1720 COPENHAVER RD
FORT PIERCE FL 34945

LICENSE NUMBER: CGC1526542

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?		
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID D. Boromei

Danny Boromei

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2024-016**
Mandatory Site-Visit: N/A	**Bid Title: KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE**
Mandatory Site-Visit Location: N/A	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, TUESDAY, FEBRUARY 20, 2024	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Boromei Construction Inc. **Mailing Address:** 420B NW 3rd Street	*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: Okeechobee, FL 34972	**Typed or Printed Name:** Danny Boromei
Type of Entity (Select one): Corporation X Partnership Proprietorship	**Title:** President
Incorporated in the State of: Florida **Year:** 2004	**Delivery in** 30 **days, After Receipt Order**
Phone Number: 863.623.4314	**Payment Terms: Net 30 Days**
Fax Number: 863.763.6337	**FEIN or SS Number:** 20-1321621
E-Mail Address: danny@boromeiconstruction.com	**Local Business:** ___Y ✓N **MWBE:** ___Y ✓N
Bid Security is attached, when required, in the amount of $ 85,952.00 **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

Boromei Construction, Inc.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

420B NW 3rd Street

Requester's name and address (optional)

6 City, state, and ZIP code

Okeechobee, FL 34972

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

2 0 – 1 3 2 1 6 2 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Melin Sh. Corp. Secretary Date ▶ 1/24/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

BID RESPONSE FORM

Bid No. 2024-016

Kings Landing Off-site Water Main Upgrade – Avenue B and Indian River Drive

ITEM NO.	ITEM	QTY	UNIT	UNIT COST	COST
1	Mobilization (Water)	1	LS	$80,000.00	$80,000.00
2	Construction Layout/Record Drawings (Water)	1	LS	$ 25,000.00	$ 25,000.00
3	Maintenance of Traffic	1	LS	$18,000.00	$18,000.00
4	2" Water Service	42	LF	$200.00	$8,400.00
5	2" Poly (DR-9) Water Main	26	LF	$200.00	$5,200.00
6	6" C900 (DR-18) Water Main	70	LF	$150.00	$10,500.00
7	8" C900 (DR-18) Water Main	970	LF	$150.00	$145,500.00
8	Fire Hydrant Assembly	1	EA	$15,000.00	$15,000.00
9	2" Gate Valve	1	EA	$1,200.00	$1,200.00
10	6" Gate Valve	2	EA	$4,500.00	$9,000.00
11	8" Gate Valve	5	EA	$7,000.00	$35,000.00
12	8" Water Main Tie-In on PROPOSED Utilities at Indian River DR (2" Tapping Saddle & Valve)	1	LS	$ 22,000.00	$ 22,000.00
13	8" Water Main Tie-In at N 2ND St (8" Tapping Sleeve& Valve)	1	LS	$ 25,000.00	$ 25,000.00
14	8" Water Main Tie-In at Indian River Drive	1	LS	$ 25,000.00	$ 25,000.00
15	Fittings	1	TN	$65,000.00	$65,000.00
16	6" & 8" Bell Restraints	1	LS	$18,000.00	$18,000.00
17	6" & 8" Megalugs	1	LS	$21,000.00	$21,000.00
18	Bacteriological Sample Points	2	EA	$2,500.00	$5,000.00
19	6" CIP Pipe Removal	829	LF	$80.00	$66,320.00
20	Grout 6" HDPE Water Main (Across Indian River Drive)	60	LF	$ 50.00	$ 3,000.00
21	Thrust Block	2	EA	$2,500.00	$5,000.00
22	Dewatering	1	LS	$75,000.00	$75,000.00
23	Remove 15" PVC Sewer Pipe	40	LF	$100.00	$4,000.00
24	Plug Sewer Manhole	1	EA	$3,500.00	$3,500.00
25	Miscellaneous Restoration at service crossings (Sod, sidewalk, curb)	1	LS	$ 150,000.00	$ 150,000.00
26	Asphalt Repair	540	SF	$35.00	$18,900.00
				GRAND TOTAL	$ 859,520.00

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-016

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
None			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$

BID FORM

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

KINGS LANDING OFFI-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

NAME OF BIDDER: Boromei Construction Inc.

MAILING ADDRESS: 420B NW 3rd Street, Okeechobee, FL 34972

STREET ADDRESS: same as above (Zip Code)

PHONE NUMBER: 863.623.4314

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General
Condition
s.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;
that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 4
0% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Boromei Construction, Inc.
(Type or Print)

By: _____

Name: Danny Boromei

Title: President

Dated: Febrcuory 20, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Meissa Stone

Title: Corporate Secretary

Witnesses: Courtney Colasse

(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

Florida, CGC1508299, August 31, 2024, General Contractor

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that Boromei Construction Inc.
we,
Boromei Construction Inc., as Principal, and
Travelers Casualty and Surety Company of America, as Surety,
are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent (10%) of the Contractors Bid
Ten Percent (10%) of the
Dollars ($ Contractors Bid), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 20th 2024, for the
Kings Landing Off-Site Water Mail Upgrade Avenue B and Indian River Drive

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 20th day of February, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(If individual or partnership)

Courtney Crabtree

PRINCIPAL

Boromei Construction Inc.

By: _____
(Signature)

Name: Danny Boromei Jr

Title: President

ATTEST (If corporation)

By: _____
(Signature)

Name: Melissa Stone

Title: Corporate Secretary
(Corporate Seal)

SURETY
Travelers Casualty and Surety Company of America

By: _____
(Signature)

Name: Matthew T Smith

Title: Attorney-in-Fact

(Surety Seal)

BID FORMS
Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety Travelers Casualty and Surety Company of America

Mailing Address One Tower Square

Street Address Hartford, CT 06183

Name and Mailing and Street Acrisure LLC dba Smith Insurance & Bonds

Address of Agent or 5260 Summerlin Commons Way

Representative in Florida Suite 302

(if different than above) Fort Myers, FL 33907

Telephone Number of Surety 239.243.9729

and Agent or Representative Matthew T Smith

in Florida Attorney-in-Fact

END OF SECTION

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MATTHEW T SMITH** of **FORT MYERS**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of February 2024.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. Boromei Construction Inc.
2. Permanent Main Office address. 420B NW 3rd Street, Okeechobee, FL 34972
3. When organized? 7.2.2004
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 19 + Years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) Please See Attached Current Projects.
7. General character of work performed by you. The general character of work performed is Architectural modifications, Civil improvements, Water/Wastewater projects, and commercial Construction.
8. Have you ever failed to complete any work awarded to you? If so, where and why? No
9. Have you ever defaulted on a contract? If so, where and why? No
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. Please See Attached Compeleted Project
11. List your major equipment available for this contract. Please see attached list of equipment.
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) Please See Attached Similar Projects
13. Background and experience of the principal members of your company, including the officers. See attached
14. Give bank reference. See attached
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. See attached
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at Okeechobee, FL this 20 day of February, 2024.

Contractor:

Boromei Construction Inc.

By _____

Danny Boromei - President
(Name & Title)

County of Okeechobee
State of Florida

Danny Boromei, being duly sworn, deposes and says that he is President of Boromei Construction Inc., and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 20 day of February, 2024.

Courtney Galassi
Notary Public

My Commission Expires:

October 24, 2027

(Seal)

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Okeechobee

Danny Boromei, being first duly sworn, deposes and says:

That he/she is President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Boromei Construction Inc.
(Firm Name)

By: D Bo

Title: President

Subscribed and sworn to before me this 20
day of February, 2024

Courtney Galassi
Notary Public

My Commission expires: (Seal)
October 24, 2027

NOTARY PUBLIC STATE OF FLORIDA
COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

END OF SECTION

PUBLIC ENTITY AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2024-016 for Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive .

2. This sworn statement is submitted by Boromei Construction Inc.
(name of entity submitting sworn statement)
whose business address is 420B NW 3rd Street, Okeechobee, FL 34972
and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1321621
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Danny Boromei my relationship to the entity
(please print name of individual signing)
named above is President.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliáte has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 2.20.2024

STATE OF Florida

COUNTY OF Okeechobee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Danny Boromei who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 20 day of February, 2024

NOTARY PUBLIC SEAL:

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

My commission expires: October 24, 2027

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: February 20, 2024

Official Address
(Including Zip Code):

420B NW 3rd Street,

Okeechobee, FL 34972

By: _____

President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Bid No. 2024-016
Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Fifteen thousand Dollars ____
(Written)
15,000.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Boromei Construction, Inc
(Company-Contractor)
By: _____
(President's Signature)
Danny Boromei
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Okeechobee County, Florida on the 20 day of February, 2024.

Notary Public: Courtney Galassi (affix seal) My Commission Expires: October 27, 2027

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

END OF SECTION

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Boromei Construction Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Danny Boromei Proposer's Signature

2.20.2024
Date

END OF SECTION

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-016

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE BE AND INDIAN RIVER DRIVE

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Boromei Construction Inc.

Corporate Title: President

Address: 420B NW 3rd Street

Okeechobee, FL 34972
(Zip Code)

By: Danny Boromei (Print name) President (Print title)

(Authorized Signature)

Telephone: (863) 623.4314

Fax: (863) 763.6337

State License # CGC1508299 **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: General Contractor

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY,
FLORIDA

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE B AND INDIAN RIVER DRIVE

Bid No. 2024-016

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
City of Belle Glade - 110 Dr, Martin Luther King Jr. Blvd Belle Glade, FL	Torry Island Campground Sanitary Sewer Improvements	Jim Orth	561.314.4445, Ext:215
City of Clewiston - 115 West Ventura Ave. Clewiston, FL	Lift Station 21 and Lift Station 24 Bypass Pump Improvements	Danny Williams	863.233.7249
St. Lucie County - 2300 Virginia Avenue Fort Pierce, FL 34982	San Lucin Basin 2B Construction of Driveways	Patrick Dayan	772.462.2767
Charlotte County - 1800 Murdock Circle Port Charlotte, FL 33948	West Port WRF Headworks Repairs/Rotary Screen	Kenneth Stecher	941.764.4323

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: KINGS LANDING OFF-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

Bid No.: 2024-016

Project Description: Replacing an existing 6-inch cast iron water main with a new 8-inch PVC water main to include services, fire hydrants, valves and appurtenances on Avenue B and Indian River Drive per the construction plans.

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: Boromei Construction Inc.

Authorized Signature: [signature]

Title: President

Date: 2.20.2024

END OF SECTION

BOROMEI, DANNY
000-0000

CITY OF OKEECHOBEE

BUSINESS TAX RECEIPT

55 SE 3rd Avenue, Okeechobee, FL 34974

October 1, 2023 - September 30, 2024

No: 2563

Date: 8/16/23

STATE LICENSE IS REQUIRED FOR RENEWAL

Address: 420B NW 3RD STREET
OKEECHOBEE, FL 34974

78.75

Activity: 201 CONTRACTOR

Total Paid **78.75**

Issued to: BOROMEI CONSTRUCTION, INC.
BOROMEI, DANNY
420B NW 3RD STREET
OKEECHOBEE, FL 34974

A

Finance Director

Boromei Construction

LIST OF CURRENT PROJECTS

Project Name and Owner	Description	Contact	Total Contract Value	Anticapted Completion Date	Architect/ Engineer	Percentage Completed
ccelator Cleaning and Upgrades for City f Dania Beach	Work includes cleaning and touch up of accelators; replace the mixer motors on top of the accelators; painting and priming of sulfuric acid tank; upgrades to filter backwash system.	Fred Bloetscher 239.250.2423	$405,000.00	Mar-24	Public Utility Management and Planning Services	50%
hase 3 Infiltration and Correction ervices - Installation of Pumps and oxes for City of Clewiston	Installation of pumps and control boxes for up to 50 lift stations of various sizes. All pumps will be changed out and new rails installed.	Fred Bloetscher 239.250.2423	$1,417,754.00	Jun-24	Public Utility Management and Planning Services	30%
righton Skate Park Upgrades for eminole Tribe of Florida	Remodel and repurpose existing restroom building; refinish and recondition of existing skate ramps; refinish and expand existing skate park concrete slab; new chain link fence and gates; installation of new bleachers, a new overhead Airnasium, all associated mechanical, electrical, plumbing (MEP), and civil/site work	Tanya McMillion 954-770-8571	$2,277,500.00	Jul-24	Acai	20%
ilochee Pole Barn Utilities for Florida ish and Wildlife Conservation ommission	Construction of a new modular office building along with associated site work and utilities.	Mike Cottingham 813.791.9410	$618,110.00	Aug-24	Chastain Skillman	25%
rime Contractor - Texas Eco Pavers larten Transport Truck Parking Site for larten Transport, LTD	BMPs, Erosion Control, Project Management, Asphalt Removal, Cut/Reshape Retention Area, Sod @ Retention Area/Slopes to Property Line, Construct Overflow Weir, Pipe/Structures per plans, Import Fill for Proposed Grades, Concrete Driveway Entries, Curbing/Islands, Landscape, Material Testing, Spreader Swale, Land Gear Concrete Strips, Rip Rap at OF, Fine Grade Entire Site and Permit Fees.	Derek Schutz 281.787.6232	$1,391,000.00	May-24	Madrid Engineering Group	50%
enoroc Sporting Clays Course Pavilion r Florida Fish and Wildlife Conservation ommission	The contractor is to furnish and install one engineerrd metal building.	Samuel "Mark" Brackman 850.413.7988	$310,205.00	TDB-Waiting on NTP	Florida Fish and Wildlife Conservation Commission Hunter Safety and Rages	10%

Boromei Construction

420B NW 3rd Street, Okeechobee, FL 34972

Phone: 863.623.4314
State License #CGC1508299

Completed/Similar Projects

1.

Project Name: Torry Island Campground Sanitary Sewer Improvements

Owner: City of Bell Glade

Address: 110 Dr, Martin Luther King Jr. Blvd Belle Glade, FL

Contact Person: Jim Orth

Telephone: 561.314.4445 Ext: 215

Email: jorth@craigasmith.com

Value of Work: $1,630,631.25

Completion Date: May 2019

Description : Install approximately 1800 LF of 8" PVC sanitary sewer main, 10 manholes, 128 4" PVC sanitary laterals and 140 LF 2" PVC force main to serve campground facility. 4,450 Sy 1.5" 9.5 Asphalt. Remove as by milling, remove base, compact subgrade. Furnish base and pave.

2.

Project Name: San Lucie Basin 2B Construction of Driveways

Owner: St. Lucie County

Address: 2300 Virginia Avenue Fort Pierce, FL 34982

Contact Person: Patrick Dayan

Telephone: 772.462.2767

Email: Dayanp@stlucieco.org

Value of Work: $295,768.33

Completion Date: April 2020

Description : Furnish and install 82 driveways aprons to the existing homeowner driveways to the roadway. Each one was approximately 300 SF.

3.

Project Name: Lift Station 21 and Lift Station 24 Bypass Pump Improvements

Owner: City of Clewiston

Address: 115 West Ventura Ave. Clewiston, FL

Contact Person: Danny Williams

Telephone: 863.233.7249

Email: danny.williams@clewiston-fl.gov

Value of Work: $119,464.40

Completion Date: April 2021

Description : Installing diesel pumps, concrete pads, suction and discharge piping, valves, restoration.

4.

Project Name: West Port WRF Headworks Repairs/Rotary Screen Replacement

Owner:	Charlotte County
Address:	1800 Murdock Circle Port Charlotte, FL 33948
Contact Person:	Kenneth Stecher
Telephone:	941.764.4323
Email:	Kenneth.stecher@charlottecountyfl.gov
Value of Work:	$956,509.13
Completion Date:	January 2022

Description : Repairs to headworks including concrete surface repairs and coatings and concrete patch repairs. Replacement of rotary screen including installation of gate valves, knife valves, electrical connections and SCADA connection replacement.

Boromei Construction

Equipment List

Year Make and Model

Hyundai Robex 290LC Trackhoe

2014 JCV 507 Lull

2007 Wacker Compactor DPU6055/Plate Tamp

2011 Wacker Compactor BPU4045A/Plate Tamp

2010 Wacker Compactor BPU3050A/Plate Tamp

2004 Kubota Mini Excavator

2016 Kubota Mini Excavator

2007 Bobcat T250 Skid Loader

2000 John Deere 444 Loader

2011 Dooson RX264H Jumping Jack

7 Foot Six Way Dozer Blade

Phone 863.623.4314
Fax 863.763.6337

420B NW 3rd Street
Okeechobee, FL 34972

Boromei Construction

DANNY BOROMEI, President/ Project Manager/Superintendent

PROFESSIONAL LICENSES AND REGISTRATIONS
Certified General Contractor, State of Florida, CGC 1508299

State of Florida Department of Environmental Protection Qualified Stormwater Management Inspector Number: 20834

EDUCATION
High School Diploma Year Earned: 1985

Naval Aviation Academy Year Earned: 1993

Continuing Education Courses in Construction Industry Safety and Management

CERTIFICATIONS
30-Hour OSHA Hazard Recognition Training for the Construction Industry – 2015

10-Hour OSHA Construction Safety & Health

TECHNICAL COURSES
Florida Stormwater Regulations for Contractors

Project Management Workshops

YEARS EXPERIENCE 25+

TECHNICAL EXPERTISE

Mr. Boromei has over 25 years of professional experience in construction, project management and quality control. Throughout his career he has demonstrated his skills in various roles including: Construction and Project Management, including Cost Control and Quality Assurance. Mr. Boromei's contributions have lead to the successful, safe and timely completion of our client projects.

EXPERIENCE HIGHLIGHTS - (Completed as President/Project Manager for Boromei Construction, Inc.)

- Data Flow System Antenna and Tower Replacement- Replace existing SCADA Data Flow System antenna and tower. Completed in September 2021
- Trap Line Bunker Modification-Palm Beach Shooting Sports Complex – Modify (5) existing trap unkersm install conduit, concrete pads, construct custom PVC speaker housing, provide minor drainage and finish grading, top soil and sod. Complete in Septemebr 2021
- Lift Station 21 and Lift Station 24 Bypass Pump Improvements- Installing diesel pumps, concrete pads, suction and discharge piping, valves restoration. Completed in April 2021
- Leachate WWTP Sand Filter Repiar & Rehabilitation – Repairs to sand filter including replacement of valves, rehabiltitation of surface system, replace mesh screens and install new media in filter cells, replace level sensors, air compressor and air dryer and repair electric. Completed in April 2021
- Moss Pilot - Installation of a new soil bench, ramp, prefabricated slab, pipe and pmp head, discharge weir, rip rap, fuel system, power pack, monitring wells and site restoration. Completed in January 2021
- Marco Island RWPF Bleach Structures – Construction of bleach structures to house chemical feed pumps and four hypochlorite (bleach) tanks. Completed in November 2020
- CREW Siding Replacement – Exterior improvements to FL Fish & Wildlife residence including replace and install all T-111 with hardyboard siding and paint exterior. Replace all vented viynl soffit. Fill in pool area, grade and lay sod. Completed in Septemebr 2020
- Construction of Four Pickleball Courts - Construction of four pickleball courts including posts/netting, court surfacing, installation of perimeter fencing, and site restoration. Completed in September 2020

Phone 863.623.4314
Fax 863.763.6337

420B NW 3rd Stree
Okeechobee, FL 3497

- City of Mount Dora Restrooms – Furnish and install pre-fabricated restrooms. Completed in September 2020
- FL Fish & Wildlife Crew Handrail – Furnish labor, materials and equipment to replace and paint handrails and deck boards on west side of balconies. Completed in August 2020
- Bonnie Brook Pump Station Retrofit Modifying wet well structure to construct floor and wall corner fillets, a spliter wall, anti rotation baffles, floor splitters, suction umbrellas and to modify pump elevations. Completed in July 2020
- City of Cocoa Gateway Entry Sign – Installation of city entry gateway sign. Completed in July 2020
- Fort Pierce State Farmers Market Overhead Doors – Provide new commercial overhead doors at east loading dock for food and regulatory safety. Completed in June 2020
- Stuart WWTP Electrical Room Hardening – Construction of a CMU building around an existing electrical room and installation of a metal roof. Replace metal roof on an existing metal building. Completed in May 2020
- San Lucie Basin 2B Construction Driveways Furnish and istall 82 driveway aprons to the existing homeowner driveways to the roadway. Each approximately 300SF. Completed in April 2020
- Softball Dugout Renovations – Project Manager. Project included installation of sun shades, dugouts and electrical rooms at three softball fields located at Harold Avenue Park. Completed in January 2020.
- Toho Water Authority Purchasing Warehouse Pipe Storage Facility – Project Manager. Furnish and erect a prefabricated building along with associated site work. Completed in December 2019.
- City of Belle Glade Torry Island Sanitary Sewer Improvements – Project Manager. Installation of sanitary sewer, electrical and water service upgrades at campground. Completed September 2019.
- City of Clewiston Police Department Building Renovation – Project Manager. Renovations to one story building including selective demolition, drywall, ceiling tiles, painting, plumbing, HVAC and electric. Completed June 2019.
- Hardee County Wauchula Hills WWTP PTF Headworks Improvements – Project Manager. Install one headworks influent bar screen along with dumpster concrete pads with gravity sewer drains. Completed February 2019.
- City of Okeechobee City Hall Door Replacement – Project Manager. Replacement of storefront doors at the City Hall. Completed December 2018.

EXPERIENCE HIGHLIGHTS – (Completed as Vice President/Project Manager of Close Construction, LLC)

- Brighton Seminole Indian Reservation Preschool (Adult Classroom) Bathroom Remodel – Vice President/Project Manager. Remodel (7) bathrooms and improve patio enclosures. Completed in September 2021.
- Southport Unit 5 Area City of Port St. Lucie, FL Vacuum Sewer Collection System – Vice President/Project Manager. Construction, testing and placing into operation of a vacuum sewage collection system, pumping station and sewage force main in predominately residential neighborhood. Completed in July 2020.

- North County Aquatic Flooring – Vice President/Project Manager. Replacement of existing epoxy flooring with Altro Aquarius equivalent in the Men's and Women's restrooms, locker rooms and shower areas. Completed in May 2019
- Okeechobee County Score Tower and Dugouts – Vice President/Project Manager. Replace metal roofs on score tower and eight dugouts. Completed in December 2018.
- Punta Gorda WWTP Bldg. Repairs – Vice President/Project Manager. Remove and replace existing windows, frames, remove and replace Gypsum Wallboard, stucco repairs. Completed in December 2018.
- City of Punta Gorda CONS-FIRELINEBAYFRT11625 – Vice President/Project Manager. Construct a fire protection line at Bayfront Hospital to the City's 12" water main. Completed October 2018
- Big Cypress RV Resort Slab Replacement – Vice President/Project Manager. Demolition, legal disposal and replacement services of the existing slabs. Completed in September 2018
- Sarasota County Batters Eye – Vice President. Repair damage to Batters Eye due to Hurricane Irma. Completed in February 2018.

- Douglas Brown Community Center Lift Station Improvements – Project Manager. Replace the existing sanitary sewer septic system that serves the Douglas Brown Community Center with a proposed pump station that meets current construction standards. Completed February 2018.

- Little League Concession Stand – Vice President. Demolish and reconstruct a two-story concession stand including electric, plumbing, framing, roofing and siding. Completed in November 2017.

- St. Lucie County Administration Building Drainage Connections – Project Manager. Drainage improvements including remove and dispose of existing outlets and concrete, installation of 3 new FDOT inlets, 18" RCP, pavement and restoration. Completed September 2017.

- Hollywood WTP Electrical Reliability Improvements – Project Manager. Construction of a vertical annex building to house redundant electrical equipment. Completed January 2017.

- Three Island Reuse Irrigation Project – Project Manager. Consist of approximately 3775 LF of new pressurized reuse irrigation main, and 10" DIPS HDPE DR9 to be installed via horizontal directional drilling. Completed April 2018.

- Gumbo Limbo Nature Center Phase I Boardwalk and Observation Tower – Project Manager. Demolition of existing boardwalk and observation tower. Installation of a new boardwalk and landscaping.

- PC South Algal Nutrient Removal Facility, Indian River County, Florida – Project Manager. Construction of an algal nutrient removal facility, storm water pumping stations, force mains, and associated peripheral systems. Completion: January 2015.

- Lake Holden Alum Treatment System Upgrades, Orlando, Florida – Project Manager. Upgrades to an Alum Treatment System including replacement of existing flow

meters, control panels and pumps and included telemetry devices to convey flow rates wirelessly. Completed: March 2014

- West Dearborn Low Impact Development Storm Water Pilot Project, Sarasota, Florida – Project Manager. Construction of bio-detention/bio-retention systems, storm water piping and structures, irrigation and landscape, and miscellaneous streetscape items. Project included construction of pervious parking, sidewalks, permeable pavers, clearing and grubbing, pavement and sidewalk removal, excavation, grading and compaction, curbing, erosion and pollution control, pavement striping, and signage. Completed: February, 2014.

- Town of Hillsboro Beach Water Treatment Plant Improvements – Project Manager. Improvements to an existing Water Treatment Plant including construction of a chemical building and an electrical building. Completed in August 2013.

- Storm water System Improvements WM003 – St. Lucie West Services District, St. Lucie, Florida - Project Manager. Upgrades to existing storm water system, including, but not limited to, stilling wells, water level sensors, concrete structures, pipes, headwalls, slide gates, electric, control panels, RTU's, actuator motors, excavation, site work, and restoration. Completed: February, 2013.

- GT Lohmeyer Wastewater Treatment Plant – Project Manager. Removal and replacement of liquid oxygen tanks, public address system, grit classifiers; various concrete repairs, dewatering building concrete and odor control instrumentation. Completed in June 2012.

- Lakes Park Water Quality Restoration Project, Lee County, Florida - Project Manager. Construction of rock/soil peninsulas within the East and West Lakes at Lakes Regional Park, creating a serpentine flow way with extensive associated littoral zones and upland areas planted with appropriate vegetation to enhance nutrient removal from the water and provide wildlife habitat. Included clearing and grubbing, temporary access road with water crossing and turbidity monitoring throughout the project. Completed: December, 2012.

- Powell Creek Preserve Filter Marsh and Hydrologic Restoration, Lee County, Florida – Project Manager. Construction of 19-acre wetland filter marsh on existing undeveloped site. Work included clearing and grubbing, excavation and removal offsite of 143,049 CY of excess fill, grading, construction of trails/maintenance berms, installation of control structures, wet well, pumps, controls, fencing, storm water inlets, rip rap, manholes, and stabilized low flow crossing of Powell Creek. Extensive dewatering, erosion/sediment control was required in an environmentally sensitive location. Completed: September, 2012.

- Centerstate Bank, Okeechobee Branch - Project Manager. Construction of a 6200 SF bank including offices, teller line, work areas, self serve walk in vault of safety deposit boxes and a grand lobby area with a fully functional fireplace. Completed March 2012.

- G435 Pump Station – Project Manager. Construction of a new pump station including controls and automation; traveling bridge crane; traveling trash racks and integration into SCADA system; CMU structure; mechanical; electrical; plumbing. Completed in December 2011

- S-59 Concrete Repairs – Project Manager. Repairs to S-59 concrete spillway for South Florida Water Management District. Project was completed in June 2011.

- S-63 Concrete Repairs – Project Manager. Repairs to S-63 concrete spillway for South Florida Water Management District. Project was completed in June 2011.

- Indian River Estates Alum Facility, St. Lucie County, Florida – Project Manager. Construction and installation of a 5,025-gallon aluminum sulfate storage, two chemical metering pump skids each with two pumps on them, an eyewash shower and all piping, concrete labor and appurtenances. Completed: September 2009.

- Area 11A Reclaim Booster Pump Station, City of Delray Beach, Florida Project Manager. Installation of (2) horizontal split case pumps, RTU, instrumentation, electrical upgrades, and tie-in all new components to existing reclaimed water piping. Completed: August, 2009.

- Indian River Estates Storm Water Improvements and Pump Station, St. Lucie County, Florida – Project Manager. The project entailed several storm water improvements in the Indian River Estates area and the Savannahs Preserve State Park in Port St. Lucie, Florida. It involved the construction of a pump station including (4) four Axial flow pumps. The pump station was housed within a CBS structure. It also included the construction of a 16-acre primary retention pond, 6,000 linear feet of levee, access road, outfall structure and overflow control structure. Completed: January, 2009.

- Platt's Creek Stormwater Treatment Alum Facility, St. Lucie County, Florida – Project Manager. Installation of six alum injection pumps, tank and prefab building, and associated site work. Competed: August 2008.

- Ridgway Acres Subdivision, Okeechobee County, Florida – Project Manager. Developed a 60-acre residential subdivision. Work included clearing, earthwork, installation of underground utilities, roadway, and drainage system consisting of two retention lakes and drainage outfall structures. Completed February, 2007.

SouthState

February 20, 2024

Re: Boromei Construction, Inc.
420 NW 3rd St., Ste b
Okeechobee, FL 34972
Acct # XXX4926

To Whom It May Concern:

Please accept this letter on behalf of Boromei Construction, Inc. who is a current customer of SouthState Bank. I write to certify that Boromei Construction, Inc. has been in good financial standings with us. I am able to recommend Mr. Boromei to you as a person of integrity and good standing, who to the best of my knowledge and belief is able to conduct his business affairs in a proper and regular manner.

The information provided with our customer's consent in strict confidence, without guarantee and for your company's use only.

Should you have any questions or need additional information please feel free to contact me direct.

Sincerely,

Tabitha Trent
Vice President
Branch Manager IV
NMLS# 769972

2100 S. Parrott Avenue
Okeechobee, FL 34974
Branch 863.763.5573
Direct 863.824.4353

SouthStateBank.com

Internal

BOROMEI CONSTRUCTION, INC.

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2022

BOROMEI CONSTRUCTION, INC.
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YEAR ENDED DECEMBER 31, 2022

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors
Boromei Constructon, Inc.
Okeechobee, Florida

We have reviewed the accompanying financial statements of Boromei Constructon, Inc. (a corporation), which comprise the balance sheet as of December 31, 2022 and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedules 1 through 4 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

T. R. Kirstein & Company, LLC

Marco Island, Florida
April 17, 2023

T.R. Kirstein & Company, LLC

BOROMEI CONSTRUCTION, INC.
BALANCE SHEET
DECEMBER 31, 2022

ASSETS

CURRENT ASSETS	
Cash and cash equivalents	$ 258,598
Accounts receivable	938,718
Prepaid expenses and deposits	16,040
Other current contract assets	557,725
Total current assets	1,771,081
PROPERTY AND EQUIPMENT - NET	274,345
OTHER ASSETS	
Work-in-progress	528,553
TOTAL ASSETS	$ 2,573,979

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES	
Accounts payable and accrued expenses	$ 677,631
Income tax payable	32,272
Current portion of long-term debt	180,987
Deferred tax liability	123,085
Other current contract liabilities	84,654
Total current liabilities	1,098,629
LONG-TERM LIABILITIES	
Long-term debt, less current portion	30,837
Due to stockholders	4,197
Total long-term liabilities	35,034
TOTAL LIABILITIES	1,133,663
STOCKHOLDER'S EQUITY	
Common stock - 100 shares of $65 par value shares authorized, issued and outstanding	6,500
Additional paid-in capital	26,445
Retained earnings	1,407,371
Total stockholder's equity	1,440,316
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 2,573,979

See accompanying Notes and Independent Accountant's Review Report

BOROMEI CONSTRUCTION, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2022

Contract revenue earned	$	4,380,886
Cost of revenue earned		3,465,622
Gross profit		915,264
General and administrative expenses		233,153
Income (loss) from operations		682,111
Other income (expense)		
Interest expense		(9,225)
Income (loss) before taxes		672,886
Provision for income taxes (Note 7)		(136,052)
Net income (loss)		536,834
Retained earnings at the beginning of the year	$	870,537
Net income (loss)		536,834
Retained earnings at the end of the year	$	1,407,371

See accompanying Notes and Independent Accountant's Review Report

BOROMEI CONSTRUCTION, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Loss)	$	536,834
Adjustments to Reconcile Net Income to Net Cash Provided (Used) by Operating Activities		
Depreciation		28,073
Changes in assets and liabilities:		
(Increase) Decrease in contracts receivable		(561,888)
(Increase) Decrease in current contract assets		(93,110)
(Increase) Decrease in prepaid expenses		(8,394)
(Increase) Decrease in federal and state tax deposits		28,004
(Increase) Decrease in work-in-progress		(487,638)
Increase (Decrease) in accounts payable and accrued expenses		362,735
Increase (Decrease) in deferred tax liability		44,109
Increase (Decrease) in current contract liabilities		35,241
Increase (Decrease) in income tax payable		28,776
Net Cash Provided (Used) by Operating Activities		(87,258)
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of property and equipment		(92,815)
Net Cash Provided (Used) by Investing Activities		(92,815)
CASH FLOWS FROM FINANCING ACTIVITIES		
Advances on equipment loans and leases		223,535
Principal payments on equipment loans and leases		(11,711)
Net Cash Provided (Used) by Financing Activities		211,824
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		31,751
Cash and Cash Equivalents - Beginning of Year		226,847
CASH AND CASH EQUIVALENTS - END OF YEAR	$	258,598
Supplemental disclosure of cash flow information:		
Cash paid for interest	$	9,225

See accompanying Notes and Independent Accountant's Review Report

BOROMEI CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Boromei Construction, Inc., hereinafter referred to as the "Company", incorporated under the laws of the State of Florida and began operation in July, 2004. The Company was created for the purpose of performing construction services in the State of Florida.

The operating cycle of the Company's contracts varies and may exceed one year. Assets and liabilities are principally classified as current and noncurrent based on a realization and liquidation period of one year.

Revenue Recognition

The Financial Accounting Standards Board (FASB) issued guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expect to be entitled in exchange for those goods or services.

The guidance also added Subtopic 340-40, *Other Assets and Deferred Costs-Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer.

The Company recognizes revenues from fixed-priced and modified fixed-price construction contracts using the cost-to-cost input method, which measures progress toward completion based on the percentage of cost incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonable possible that estimates used will change within the near term.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (continued)

Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of the modification has been approved, but the price has not been determined or approved) are accounted for as changes in the estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

The Company warranties its work for one year after the date of acceptance. Warranty costs for the year ended December 31, 2022 were immaterial.

The contract asset, "Cost and estimated earnings in excess of billings on uncompleted contracts", represents revenues recognized in excess of amounts billed. The contract liability "Billings in excess of costs and estimated earnings on uncompleted contracts", represents billings in excess of revenues recognized.

The Company recognizes revenues from real estate sales under the guidance of FASB ASC 360-20, which provides that revenue is recognized in full on the date of the sale.

Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, the Company considers all interest bearing and noninterest bearing demand deposits, money market accounts, and short-term investments with an original maturity of three months or less to be cash equivalents.

The Company maintains bank accounts with balances which, at times, may exceed federally insured limits. The Company has not experienced any losses on such accounts. The Company believes it is not exposed to any significant risk on bank deposit accounts.

Contracts Receivable

Contracts receivable represent unconditional rights to consideration. A right to consideration is unconditional if only the passage of time is required before payment becomes due. The Company's contract receivables at December 31, 2022 and January 1, 2022 totaled $938,718 and $376,830, respectively.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contract Assets and Liabilities

Contract assets are rights to consideration in exchange for goods or services that the Company has transferred to a customer when that right is conditional on something other than the passage of time.

Contract liabilities are obligations to transfer goods or services to a customer for which the Company has received consideration, or for which an amount of consideration is due from the customer.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation is provided for on the straight-line method over the estimated useful lives of the assets, which are generally five to seven years.

Impairment Long-lived Assets

Long-lived assets, such as property and equipment, are tested for recoverability whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over the fair value of the asset. Certain long-lived assets to be disposed of by sale are reported at the lower of carrying amount or fair value less cost to sell. There were no such adjustments during the year ended December 31, 2022.

Leases

The Company calculates operating lease liabilities with a risk-free discount rate, using a comparable period with the lease term. All lease and non-lease components are combined for all leases. Lease payments for leases with a term of twelve (12) months or less are expensed on a straight-line basis over the term of the lease with no lease asset or liability recognized. At December 31, 2022 the Company had no long-term lease obligations.

Work-in-progress

The Company is constructing two "spec" houses for resale. Costs of the properties and construction are being carried on the balance sheet as work-in-progress. The projects are being financed by construction loans (See Note 6 Long-term Debt). At December 31, 2022 the Company's work-in-progress totaled $528,553.

Income Taxes

Provisions for income taxes are based on taxes payable or refundable for the current year and deferred taxes on temporary differences between the amount of taxable income and pretax financial income and between the tax basis of the assets and liabilities and their reported amounts in the financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes (Continued)

Deferred tax assets and liabilities are included in the financial statements at currently enacted income tax rates applicable to the period in which the deferred tax assets and liabilities are expected to be realized or settled as prescribed in Financial Accounting Standards Board (FASB), *Accounting for Income Taxes* ACS 740-10. As changes in the tax laws or rates are enacted, deferred tax assets and liabilities are adjusted through the provision for income taxes. (See Note 7 - Income Taxes and Deferred Income Taxes).

Construction contracts are reported for income tax purposes on the complete contract method and for financial statement purposes on the cost-to-cost input method. Accelerated depreciation is used for tax reporting, and straight-line depreciation is used for financial statement reporting.

Date of Management's Review

Subsequent events have been evaluated through April 17, 2023, which is the date the financial statements were made available to be issued.

NOTE 2 CONTRACTS RECEIVABLE

Contracts receivable at December 31, 2022 are as follows:

Completed contracts		
Due	$	259,944
Contracts in progress		
Due		678,774
	$	938,718

Contracts receivable at December 31, 2022 are aged as follows:

0 - 30 days	$	890,603
31 - 60 days		3,531
61 - 90 days		-
Over 90 days		44,584
	$	938,718

Included in contracts receivable at December 31, 2022 is $210,830 due from the stockholder of the company (See Note 12 Related Party Transactions).

Subsequent to year end the Company collected approximately $726,000 of the outstanding balance at December 31, 2022.

NOTE 3 COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs and estimated earnings on uncompleted contracts at December 31, 2022 are as follows:

Costs incurred on uncompleted contracts	$	1,267,240
Estimated earnings		448,443
		1,715,683
Less: Billings to date		1,308,347
	$	407,336
Costs and estimated earnings in excess of billings on uncompleted contracts	$	512,416
Billings in excess of costs and estimated earnings on uncompleted contracts		(105,080)
	$	407,336

NOTE 4 OTHER CURRENT CONTRACT ASSETS AND LIABILITIES

Other current contract assets and liabilities at December 31, 2022 are comprised of costs and estimated earnings on uncompleted contracts as follows:

Other current contract assets		
Costs and estimated earnings in excess of billings on uncompleted contracts	$	512,416
Retainages, current		65,735
Less: Retainages netted with other contract liabilities		(20,426)
Total other current contract assets	$	557,725
Other current contract liabilities		
Billings in excess of costs and estimated earnings on uncompleted contracts	$	105,080
Less: Retainages netted with other contract liabilities		(20,426)
Total other current contract liabilities	$	84,654

NOTE 5 PROPERTY AND EQUIPMENT

Depreciation for the year ended December 31, 2022 totaled $28,073. Costs, accumulated depreciation, and estimated useful lives as of December 31, 2022 are as follows:

Category	Estimated Useful Lives		Amount
Construction equipment	5-7 Years	$	171,641
Vehicles	5 Years		98,327
Land			56,776
			326,744
Less: accumulated depreciation			(52,399)
		$	274,345

NOTE 6 LONG-TERM DEBT

Notes payable at December 31, 2022 are as follows:

Note payable to financial institution. Interest at 10.05%, payable in monthly installments of $1,681. Due August, 2025. Secured by vehicle	$	47,016
Construction loan payable to financial institution. Interest at 9.125%. Interest payable monthly. Due June, 2023. Secured by mortgage		82,404
Construction loan payable to financial institution. Interest at 9.125%. Interest payable monthly. Due June, 2023. Secured by mortgage		82,404
Total		211,824
Less: current portion		(180,987)
	$	30,837

Principal payments on notes payable are due as follows:

Year ended December 31,

2023	$	180,987
2024		17,882
2025		12,955
	$	211,824

NOTE 7 INCOME TAXES AND DEFERRED INCOME TAXES

At December 31, 2022 the provision for taxes on income consists of the following:

Current	$	91,943
Deferrred		44,109
	$	136,052

The following represents the approximate tax effect of each significant type of temporary difference giving rise to the deferred income tax asset (liability) at December 31, 2022:

Deferred tax liability:		
Earnings on uncompeted contracts	$	68,491
Property and equipment		54,594
Total deferred tax liability		123,085
Deferred tax asset (liability), net	$	(123,085)

Income tax payable consists of $27,124 due for the Company's 2022 federal income tax and $5,148 due for the Company's 2022 state income tax.

NOTE 8 BACKLOG

The following is a reconciliation of backlog representing signed contracts in existence at December 31, 2022:

Balance at the beginning of the year	$	4,199,320
New contracts and adjustments during the year		5,122,400
		9,321,720
Less: contract revenue earned for the year		4,380,886
Balance at the end of the year	$	4,940,834

Subsequent to the date of the financial statements and through April 17, 2023, the Company has signed $179,600 in additional contracts.

NOTE 9 CONCENTRATION OF CREDIT RISK

At the year ended December 31, 2022, three customers accounted for approximately 82% of the Company's receivables. Total contract receivables due from these customers amounted to approximately $765,000.

NOTE 10 MAJOR CUSTOMERS

During the year ended December 31, 2022, three customers accounted for approximately 37% of the Company's revenues. Total revenues derived from these customers totaled approximately $1,622,000.

NOTE 11 COMMITMENTS AND CONTINGENCIES

Leases

The Company leases office space on an annual basis. Monthly lease payments are $500 per month. Lease expense for the year ended December 31, 2022 totaled $6,000.

The company also leases office equipment on an annual basis. Lease expense for the year ended December 31, 2022 totaled $2,407.

Claims and Legal Proceedings

The Company is subject to various claims and legal proceeding covering a wide range of matters that arise in the ordinary course of its business activities. Management believes that any liability that may ultimately result from the resolution of these matters will not have a material effect on the financial condition or results of operations of the Company.

Surety Bonding

The Company, as a condition for entering into some of its construction contracts executed an Agreement of Indemnity with its Surety Company. This agreement provides for a security interest in and lien on all of such indemnitor's right, title and interest in any and all the Indemnitor's property, including, deposit accounts, accounts receivable, notes receivable, machinery, equipment, fixtures, investments and contracts.

Uncertainty in Income Taxes

The Company recognizes its deferred tax liability or asset under FASB ASC 740-10-25, Accounting for Uncertainty in Income Tax, for the year ended December 31, 2022. The Company evaluates its uncertain tax positions using the provisions of FASB ASC 450 Accounting for Contingencies. Accordingly, a loss contingency is recognized when it is probable that a liability has been incurred as of the date of the financial statements and the amount of the loss can be reasonably estimated. The amount recognized is subject to estimates and management judgment with respect to the likely outcome of each uncertain tax position. The amount that is ultimately sustained for an individual uncertain tax position, or for all uncertain tax positions in the aggregate, could differ from the amount recognized. At December 31, 2022 there were no tax loss contingencies to be recognized.

NOTE 12 RELATED PARTY TRANSACTIONS

During the year ended December 31, 2022 the Company performed work for the Stockholder of the company. This work is included on Schedule 2 Contracts Completed under the name Granny's House Renovations. The project was performed at cost (zero profit). Revenue earned from this project totaled $210,830 and costs expended for this project totaled $210,830 and are included in the Company's 2022 Revenue and Cost of Sales. Revenue and cost for this project represents 4.8% of the company's revenue and 6.1% of company's cost of sales. The billing on this project is included in the December 31, 2022 contracts receivable balance and represents approximately 22.4% of the outstanding contracts receivable (See Note 2 Contracts Receivable).

SUPPLEMENTARY INFORMATION

BOROMEI CONSTRUCTION, INC.
SCHEDULE 1
EARNINGS FROM CONTRACTS
DECEMBER 31, 2022
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	For the year ended December 31, 2022		
	Revenues Earned	Cost of Revenues Earned	Gross Profit
Contracts completed during the year	$ 2,706,234	$ 2,230,670	$ 475,564
Contracts in progress at the end of the year	1,674,652	1,234,952	439,700
	$ 4,380,886	$ 3,465,622	$ 915,264

BOROMEI CONSTRUCTION, INC.
SCHEDULE 2
CONTRACTS COMPLETED
DECEMBER 31, 2022
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	Contract Totals			Before January 1, 2022			For the year ended December 31, 2022		
Construction Project	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit
MANATEE COUNTY SEWER SCREE	$ 828,147	$ 807,631	$ 20,516	$ 50,490	$ 41,514	$ 8,976	$ 777,657	$ 766,117	$ 11,540
ANSIN SHADE STRUCTURE	444,481	305,607	138,874	136,118	101,175	34,943	308,363	204,432	103,931
SEBASTIAN INLET RESTROOM	427,032	434,164	(7,132)	121,192	97,987	23,205	305,840	336,177	(30,337)
ROTENBERGER VIEWING PLATFOF	414,802	311,841	102,961	18,953	14,429	4,524	395,849	297,412	98,437
FLEET MAINT FUEL TAND	354,122	314,872	39,250	101,279	78,835	22,444	252,843	236,037	16,806
HILOCHEE POLE BARN	213,698	134,626	79,072	406	302	104	213,292	134,324	78,968
GRANNY'S HOUSE RENOVATIONS	210,830	210,830	-	166,975	116,875	50,100	43,855	93,955	(50,100)
WAREHOUSE PIPE STORAGE	205,917	92,528	113,389	-	-	-	205,917	92,528	113,389
TRAVELING BRIDGE CRANE	188,184	120,373	67,811	226	183	43	187,958	120,190	67,768
JUPITER GATEWAY ENTRY SIGN	57,679	6,277	51,402	-	-	-	57,679	6,277	51,402
HILOCHEE RESIDENCE DRAINFIELI	32,450	9,548	22,902	-	-	-	32,450	9,548	22,902
WESTPORT WRF HEADQUARTERS	31,244	11,757	19,487	-	-	-	31,244	11,757	19,487
BASSWOOD SPEC HOME#3817	-	-	-	61,400	44,277	17,123	(61,400)	(44,277)	(17,123)
BASSWOOD SPEC HOME#3779	-	-	-	70,950	51,167	19,783	(70,950)	(51,167)	(19,783)
SMALL JOBS AND MISC COSTS	25,637	17,360	8,277	-	-	-	25,637	17,360	8,277
	$ 3,434,223	$ 2,777,414	$ 656,809	$ 727,989	$ 546,744	$ 181,245	$ 2,706,234	$ 2,230,670	$ 475,564

Note: Basswood Spec Home #3817 and #3779 were previously accounted for under Contracts in Progress in the December 31, 2021 financial statements. These two jobs are being removed from the December 31, 2022 job schedules and are accounted for on the balance sheet as Work-In-Progress.

BOROMEI CONSTRUCTION, INC.
SCHEDULE 3
CONTRACTS IN PROGRESS
DECEMBER 31, 2022
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	Total Contract			From Inception through December 31, 2022					At December 31, 2022		For the year ended December 31, 2022			
Construction Project	Contract Price	Total Estimated Cost	Estimated Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Billed to Date	Revised Estimated Cost to Complete	Cost and Estimated Earnings in Excess of Billings	Billings in Excess of Cost and Estimated Earnings	Revenues Earned	Cost of Revenues	Gross Profit	Percent Complete
GEORGIA AVE BASIN WATER	$ 1,688,940	$ 1,351,152	$ 337,788	$ 353,326	$ 282,696	$ 70,630	$ 408,519	$ 1,068,456		$ 55,193	$ 353,326	$ 282,696	$ 70,630	20.92%
CLEWISTON PHASE 3	1,379,941	935,776	444,165	28,289	19,198	9,091	-	916,578	28,289		28,289	19,198	9,091	2.05%
FELLSMERE SIDEWALK	704,629	504,570	200,059	448,778	321,338	127,440	331,426	183,232	117,352		448,778	321,338	127,440	63.69%
HIGHLANDS HAMMOCK	621,802	421,652	200,150	302,134	204,871	97,263	232,574	216,781	69,560		302,134	204,871	97,263	48.59%
WEKIWA SPINGS STATE PARK	603,797	474,824	128,973	257,459	202,486	54,973	-	272,338	257,459		241,338	189,566	51,772	42.64%
LAKE DOT ALUM TREATMENT	444,255	348,795	95,460	18,703	14,675	4,028	-	334,120	18,703		2,976	2,340	636	4.21%
DANIA BEACH ACCELATOR	405,000	324,000	81,000	689	563	126	-	323,437	689		689	563	126	0.17%
SANDLOADER SYSTEM	319,949	229,940	90,009	295,825	212,602	83,223	285,828	17,338	9,997		286,642	205,569	81,073	92.46%
IACOBELLI GARAGE & CABANA	281,604	230,863	50,741	113	100	13	50,000	230,763		49,887	113	100	13	0.04%
BOROMEI NEW OFFICE BLDG.	200,000	200,000	0	3,840	3,835	5	-	196,165	3,840		3,840	3,835	5	1.92%
DINNER ISLAND FAN INSTALL	6,600	4,930	1,670	6,527	4,876	1,651	-	54	6,527		6,527	4,876	1,651	98.90%
	$ 6,656,517	$ 5,026,502	$ 1,630,015	$ 1,715,683	$ 1,267,240	$ 448,443	$ 1,308,347	$ 3,759,262	$ 512,416	$ 105,080	$ 1,674,652	$ 1,234,952	$ 439,700	

BOROMEI CONSTRUCTION, INC.
SCHEDULE 4
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

Administrative payroll costs	$	117,975
Advertising and promotion		3,911
Automobile		14,481
Bank charges and penalties		11,477
Computer and internet		3,561
Contributions and donations		100
Copier lease		2,407
Depreciation		28,073
Dues and subscriptions		323
Estimating		3,388
Insurance		5,378
Office expense		4,453
Postage and delivery		172
Professional fees		10,938
Rent		6,000
Repairs and maintenance		5,404
Small tools		400
Taxes and licenses		2,028
Telephone		4,257
Travel and meals		4,043
Uniforms		100
Utilities		2,007
Warranty costs		2,277
Total	$	233,153

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/3/2023

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 Pritchards And Associates 10791 SW Tradition Square Port Saint Lucie FL 34987	CONTACT NAME: Jennifer Kerns PHONE (A/C, No, Ext): (772) 345-7700 FAX (A/C, No): E-MAIL ADDRESS: Jennifer@pritchardsinc.com
INSURED BOROCON-01 Boromei Construction, Inc. 420B NW 3RD ST OKEECHOBEE FL 34972-4129	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Southern Owners — 10190 INSURER B : Auto-Owners Insurance Company#~ — 18988 INSURER C : Scottsdale Ins Co. — INSURER D : CAPITOL SPECIALTY INS CORP — 10328 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1738315937 **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: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			72744569	4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			5174456900	7/6/2023	7/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			XBS0181627	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
D A	Pollution Installation Floater			EV20200133-04 72396877	2/7/2023 5/31/2023	2/7/2024 5/31/2024	Each Poll. Incident Coverage Aggregate Building Materials	1,000,000 2,000,000 50,000

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

CERTIFICATE HOLDER

For Informational Purposes Only

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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"Sample"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2023

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: LOWELL PRITCHARD	
PRITCHARDS AND ASSOCIATES INC 1802 SOUTH PARROTT AVENUE	PHONE (A/C, No, Ext): (863) 261-8702	FAX (A/C, No):
	E-MAIL ADDRESS: LPRITCHARD@PRITCHARDSINC.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
OKEECHOBEE FL 34974	INSURER A: FWCJUA	
INSURED	INSURER B:	
BOROMEI CONSTRUCTION INC 420B NW 3RD ST	INSURER C:	
OKEECHOBEE FL 349720000	INSURER D:	
FEIN: 20-1321621	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2305230013 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6G468910	5/21/2023	5/21/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

CERTIFICATE HOLDER

SouthState Bank N.A.
802 W Lumsden Rd.
Bradenton FL 33511
Phone Number: (813) 423-7431

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

Laura A Terrence

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BOROMEI, DANNY LOWRY

BOROMEI CONSTRUCTION INC
881 SW 128TH AVE
OKEECHOBEE FL 34974

LICENSE NUMBER: CGC1508299

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2024-016**
Mandatory Site-Visit: **N/A**	**Bid Title: KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE**
Mandatory Site-Visit Location: **N/A**	**Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time: **3:00 PM, TUESDAY, FEBRUARY 20, 2024**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Bidder Name: Dawson-Williams, Inc. **Mailing Address:** 972 S. Old Dixie Hwy	***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: Jupiter, FL. 33458	**Typed or Printed Name:** Paul F. Hundley
Type of Entity (Select one): **Corporation** ____X____ **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: FLORIDA **Year:** 1985	**Delivery in _____days, After Receipt Order**
Phone Number: 561-746-4704	**Payment Terms: Net 30 Days**
Fax Number: N/A	**FEIN or SS Number:**
E-Mail Address: estimating@dawsonwilliams.net	**Local Business: _X__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

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	X	
Did you include proof of proper insurance as stated in the bid documents?	X	
Is Bid Response Form completed, signed and attached?	X	
Did you completed, signed and attached the W-9 Form?	X	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	X	
Include proof of proper licensing as stated in bid documents.	X	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?		
Is each Bid Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH BID_____

BID FORM

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

KINGS LANDING OFFI-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

NAME OF BIDDER: Dawson-Williams, Inc.

MAILING ADDRESS: 972 S. Old Dixie Hwy

STREET ADDRESS: Jupiter, FL. 33458 (Zip Code)

PHONE NUMBER: 561-746-4704

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2023

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 Tequesta Insurance Advisors, a Marsh & McLennan Agency LLC Company 218 South Hwy 1, Suite 300 Jupiter FL 33469	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 561-746-4546 **FAX (A/C, No):** 561-746-9599 **E-MAIL ADDRESS:**
INSURED DAWSOWILLI1 Dawson Williams, Inc. P.O. Box 1307 Jupiter FL 33468-1307	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** FCCI Insurance Company — 10178 **INSURER B :** Bridgefield Employers Insurance Company — 10701 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1922983339 **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 X 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GL10006800802	4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CA10006800702	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	UMB100[illegible]6800902	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	08[illegible]6000	4/1/2023	4/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

Proof of Insurance Only.

SAMPLE CERTIFICATE

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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BID RESPONSE FORM

Bid No. 2024-016

Kings Landing Off-site Water Main Upgrade – Avenue B and Indian River Drive

ITEM NO.	ITEM	QTY	UNIT	UNIT COST	COST
1	Mobilization (Water)	1	LS	$ 20,000.00	$ 20,000.00
2	Construction Layout/Record Drawings (Water)	1	LS	$ 20,000.00	$ 20,000.00
3	Maintenance of Traffic	1	LS	$ 10,000.00	$ 10,000.00
4	2" Water Service	42	LF	$ 143.36	$ 6,021.12
5	2" Poly (DR-9) Water Main	26	LF	$ 143.36	$ 3,727.36
6	6" C900 (DR-18) Water Main	70	LF	$ 106.64	$ 7,464.80
7	8" C900 (DR-18) Water Main	970	LF	$ 70.41	$ 68,297.70
8	Fire Hydrant Assembly	1	EA	$ 13,689.52	$ 13,689.52
9	2" Gate Valve	1	EA	$ 1,171.82	$ 1,171.82
10	6" Gate Valve	2	EA	$ 3,023.35	$ 6,046.70
11	8" Gate Valve	5	EA	$ 3,859.23	$ 19,296.15
12	8" Water Main Tie-In on PROPOSED Utilities at Indian River DR (2" Tapping Saddle & Valve)	1	LS	$ 6,954.42	$ 6,954.42
13	8" Water Main Tie-In at N 2ND St (8" Tapping Sleeve& Valve)	1	LS	$ 9,969.89	$ 9,969.89
14	8" Water Main Tie-In at Indian River Drive	1	LS	$ 9,969.89	$ 9,969.89
15	Fittings	1	TN	$ 36,366.25	$ 36,366.25
16	6" & 8" Bell Restraints	1	LS	$ 1,209.46	$ 1,209.46
17	6" & 8" Megalugs	1	LS	$ 6,131.89	$ 6,131.89
18	Bacteriological Sample Points	2	EA	$ 483.39	$ 966.78
19	6" CIP Pipe Removal	829	LF	$ 25.32	$ 20,990.28
20	Grout 6" HDPE Water Main (Across Indian River Drive)	60	LF	$ 235.90	$ 14,154.00
21	Thrust Block	2	EA	$ 3,920.00	$ 7,840.00
22	Dewatering	1	LS	$ 51,156.00	$ 51,156.00
23	Remove 15" PVC Sewer Pipe	40	LF	$ 26.83	$ 1,073.20
24	Plug Sewer Manhole	1	EA	$ 4,342.00	$ 4,342.00
25	Miscellaneous Restoration at service crossings (Sod, sidewalk, curb)	1	LS	$ 15,000.00	$ 15,000.00
26	Asphalt Repair	540	SF	$ 27.78	$ 15,000.00
				GRAND TOTAL	$ 376,839.23

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

Dawson-Williams, Inc.

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

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

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

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

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

☐ Other (see instructions) ▸

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

972 S. Old Dixie Hwy

Requester's name and address (optional)

6 City, state, and ZIP code

Jupiter, FL. 33468

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

5	9	–	2	5	2	2	9	6	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▸ [signature] **Date** ▸ February 20, 2024

General Instructions

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

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

Purpose of Form

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

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

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

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

TYO, RANDY STEVEN

DAWSON - WILLIAMS, INC.
972 SOUTH OLD DIXIE HWY
JUPITER FL 33458

LICENSE NUMBER: CUC057403

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	Bid No: 2024-016
Mandatory Site-Visit: N/A	Bid Title: KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE
Mandatory Site-Visit Location: N/A	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, TUESDAY, FEBRUARY 20, 2024	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Heavy Civil Inc. Mailing Address: 150 E. Sample Road Ste 310	*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: Pompano Beach, FL 33064	Typed or Printed Name: Todd Kneisel
Type of Entity (Select one): Corporation ✓ Partnership _____ Proprietorship _____	Title: President
Incorporated in the State of: Florida Year: 2014	Delivery in _____ days, After Receipt Order
Phone Number: 954-597-6443	Payment Terms: Net 30 Days
Fax Number: N/A	FEIN or SS Number: 46-5439171
E-Mail Address: tiffany@heavycivilinc.com	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	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	✓	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID _____

BID FORM

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

KINGS LANDING OFFI-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

NAME OF BIDDER: Heavy Civil Inc.

MAILING ADDRESS: 150 E. Sample Road, Ste 310, Pompano Beach, FL 33064

STREET ADDRESS: 150 E. Sample Road, Ste 310, Pompano Beach, FL 33064 (Zip Code)

PHONE NUMBER: 954-597-6443

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;
that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 4
0% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General
Condition
s.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Heavy Civil Inc.
(Type or Print)

By: _____

Name: Todd Kneisel

Title: President

Dated: February 20, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Todd Kneisel

Title: President

Witnesses: _____

(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)
Florida, CGC1528801, August 31, 2024, General Contractor

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
HEAVY CIVIL INC., as Principal, and
Lexington National Insurance Corporation, as Surety,
are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Five Percent of Amount Bid Dollars ($5% of Amount Bid), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 20, 2024
for the: Kings Landing offsite Water Main Upgrade - Avenue B and Indian River Drive, Bid No. 2024-016

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 14th day of February, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(If individual or partnership)

_____

_____

PRINCIPAL

HEAVY CIVIL INC.

By: _____
(Signature)

Name: Todd Kneisel

Title: President

ATTEST (If corporation)

By: _____
(Signature)

Name: Tiffany Kester

Title: Office Manager

(Corporate Seal)

SURETY

Lexington National Insurance Corporation

By: _____
(Signature)

Name: Warren M. Alter

Title: Attorney-in-Fact

(Surety Seal)

BID FORMS
Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety Lexington National Insurance Corporation

Mailing Address P.O. BOX 6098, LUTHERVILLE, MD 21094.

Street Address P.O. BOX 6098, LUTHERVILLE, MD 21094.

Name and Mailing and Street Alter Surety Group

Address of Agent or 5979 NW 151st Street, Suite 202, Miami Lakes, FL 33014

Representative in Florida Warren M. Alter

(if different than above) _____

Telephone Number of Surety (410) 625-0800

and Agent or Representative 305-517-3803

in Florida _____

END OF SECTION

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

POWER OF ATTORNEY
Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Warren Alter, David Satine and Jonathan Bursevich

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

LEXINGTON NATIONAL INSURANCE CORPORATED 1989 FLORIDA

Ronald A. Frank, President

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

ALYSSA BARNES NOTARY PUBLIC HARFORD COUNTY, MD

Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 9th day of November, 2021.

Corporate Seal:

Lisa R. Slater, Secretary

Attached to bond signed this 14th day of February, 2024

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. Heavy Civil Inc.
2. Permanent Main Office address. 150 E. Sample Road, Ste 310, Pompano Beach, FL 3306
3. When organized? 3/5/14
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 9+ yrs.
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) (See Attached List)
7. General character of work performed by you. Drainage, Concrete, Curb, Asphalt, Paving, Sidewalks
8. Have you ever failed to complete any work awarded to you? If so, where and why? NO
9. Have you ever defaulted on a contract? If so, where and why? NO
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. (See Attached List)
11. List your major equipment available for this contract. (See Attached List)
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) (See Attached List)
13. Background and experience of the principal members of your company, including the officers. Todd Kneisel - 30+ yrs. of Construction experie (See Attached Resume)
14. Give bank reference. TD Bank Marisol Falldorf - 954-783-1617
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire. Yes

Dated at 150 E. Sample Road Ste 310 Pompano Beach Fl. 33064 this 20th day of February, 2024.

Contractor:

Heavy Civil Inc.

By _____

Todd Kneisel - President

(Name & Title)

County of Florida
State of Broward

Todd Kneisel, being duly sworn, deposes and says that he is President of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 20th day of February, 2024.

_____

Notary Public

My Commission Expires:

November 29, 2026

(Seal)

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

END OF SECTION

150 E. Sample Road, Ste 310, Pompano Beach, FL 33064

PH: 954-597-6443/Cell: 786-972-4874/ tiffany@heavycivilinc.com

Completed Projects

Sailfish Sands Golf Course **Stuart, FL**

The project consists of construction Asphalt Removal, Fence, Concrete Removal, Asphalt & Base, Subgrade, Superpave SP9.5 Asphalt, 18" HDPE

Bid Amount $386,158.21 **Jessica Ballash 772-463-2809**

SE Mango Drainage Improvement **Stuart, FL**

The project consists of Erosion Control, Vegetation Removal, Installation of a Nutrient Separating Generation 2 Baffle Box with Ancillary Concrete Drainage Structures & Piping, Placement of Rip-Rap, Asphalt Roadway Restoration

Bid Amount $367,287.20 **Marco Rogolino 772-418-4485**

T4631-Weekley Asphalt **Pompano Beach, FL**

The project consists of construction of Removal of Concrete, Excavation, Plain Cement Concrete Pavement, Curb & Gutter, Valley Gutter, Traffic Spector, 4" Sidewalks and Driveways, 6" Sidewalk and Driveways, Detectable Warnings

Bid Amount $529,844.00 Lynne Holden 954-325-8582

Avenue B Reconstruction **Fort Pierce, FL**

The project consists of construction Avenue B Roadway Improvements from 13th Street to 8th Street. The work consists of Sidewalks, Curb & Gutter, Drainage, and Upgrade Signing and Striping.

Bid Amount $1,112,846.96 Selena Griffett 772-467-3780

Bell Avenue **St. Lucie Co., FL**

The project consists of construction of Pipe Culvert 15" & 18", Mitered End Section, Type "F" Curb, 6" Concrete Sidewalk, 6" Concrete Driveway, Performance Turf Sod, Signs, Striping, Earthwork, Utility Fixture.

Bid Amount $251,645.79 Pete DePasquale 772-200-8492

162nd Drive North Turn Lane **Loxahatchee, FL**

The project consists of construction of 162nd Drive North Turn Lanes, Removal of Asphalt, Removal headwalls, Catch Basin, RCP Pipe, Elliptical RCP Pipe, Coquina Base, Asphalt New Pavement, Mill, Overlay, Pavement Markings, Sodding

Bid Amount $487,196.00 Gary Jones 772-692-4344

Comprehensive Street **Coconut Creek, FL**

The project consists of construction of Swale Grading, Asphalt Roadway, Regrade, Concrete Sidewalk, Curb, Mill & Resurface, Root Barrier, Inlet Adjustment, Manhole, and Handrail

Bid Amount $1,568,677.50 Final 4/2023 Robert Brinkman 954-444-1040

T4623-FDOT **Palm Beach, FL**

The project consists of construction Widening (Mis-Block Raised Islands, Speed Tables, Raised Median Approach), Milling & Resurfacing, Concrete Sidewalks, Concrete Driveways, Curb & Gutter, Pavers, Asphalt Sidewalk, Asphalt Driveway, Signing, Pavement Markings, Monitor Existing Structures, Irrigation Sleeves, and Utility Adjustments.

Bid Amount $928,650.83 Final 5/2023 Michael Miller 954-815-2151

Gramling Park **Melbourne, FL**

The project consists of construction of 236 LF of Replacement 48" diameter Reinforced Concrete Piping (RCP), Concrete End wall, Jacketed connection to existing RCP Piping, Concrete Pavement Restoration and Fence Restoration.

Bid Amount $334,228.05 Final 10/2022 Josh Frary 321-290-6093

Bowman Street Sidewalk Improvements **Greenacres, FL**

The project consists of construction of Sidewalks, Curbing, Drainage Structures, Drainage Pipe, Sod Placement, Establishment, Asphalt Paving, Pavement Markings, Signage.

Bid Amount $ 120,091.00 Final 7/2022 Leonard Zach 561-762-6426

Harbour Point **Palm City, FL**

The project consists of Roadway Repairs, Milling, Routing, Crack Sealant, Asphalt, Valley Gutter, Root Barrier Removal & Placement, Sod, Pavement Markings.

Bid Amount $335,038.25 Final 8/2022 Gary Jones 772-692-4344

St. Lucie Blvd. **Stuart, FL**

The project consists of Milling & Resurfacing, Widening, Traffic Control Measures, Pavement Markings/Striping, Drainage Improvements.

Bid Amount $600,004.75 Final 9/2022 Gary Jones 772-692-4344

Curtis Street **City of Port St. Lucie**

The project consists of construction .53 miles of 6 foot wide Concrete Sidewalks, Earthwork, Clearing & Grubbing, Drainage Modifications, Swale Relocation, Driveway Culvert replacements, Replacement of Driveways, Utility Relocations.

Bid Amount $ 353,594.05 Final 6/2022 Colton Griffin 772-529-0788

Hood Road Sidewalk **Palm Beach Co.**

The project consists of 3,500+ linear feet of 8-foot wise Asphalt Sidewalk along the North Side of Hood Road from the East Side of Briar Lake Drive to West of the Florida Turnpike. The work includes Striping & a Channelized Right Turn Lane at the entrance of the newly developed Trevi Isles Community, just West of the Florida Turnpike

Bid Amount $ 358,000 Final 3/2022 Zackary King 561-684-4178

Sandia Drive Drainage & Sidewalk **City of Port St. Lucie**

Project consists of new Storm Drainage and associated Inlets and Manholes along with filling the existing swale And placing approximately 6000 LF of new 6' wide by 4" Sidewalk and 2000 SY of new 6" Concrete Driveways.

Bid Amount $ 415,000.00 Final 2/2022 Gary Jones 772-692-4344

Zone 4 **Stuart, FL**

Project consists of Pavement Removal, Roadway Milling, Type SP 12.5 Asphaltic Concrete, Speed Tables, Type 1 Point Repair, Type 2 Point Repair and Striping

Bid Amount $151,127.25 Final 1/2022 Marco Rogolino 772-418-4485

Old Palm City Neighborhood Restoration **Palm City, FL**

The project consists of 7000 LF of RCP 40 EA. Drainage Structures Along with 3000 SY of 4" & 6" Concrete drives. Also Curb Ty F and various areas of pipe trench repair and asphalt overlay.

Bid Amount $1,165,556.55 Final 11/2021 Gary Jones 772-692-4344

Equipment List

Equipment at Book Value

List each major item of equipment owned by the Applicant that is utilized in performing the requested classes of work with its book or salvage value, make, model, and description shown. The same equipment may be used to qualify no more than two affiliated applicants.

ITEM NO.	SERIAL #	DESCRIPTION AND CAPACITY OF ITEMS (Do not lump items except small hand tools and items of the same type and size)	YEAR MFGD
EX-1	NDJ20629	CAT 325FL Hydraulic Excavator #1	2019
EX-2	1FF135GXPEE400738	John Derere 135G Excavator #2	2015
ME-2	49033	Kubota KX080-4SR3 Excavator #2	2020
ME-3	KBCDZ84CHP3F15670	Kubota KX808-4S2R3 Excavator #3	2023
R-1	HRB00152	Caterpillar CB1.7 Roller #1	2019
SS-1	FTL22855	Caterpillar 259D Skidsteer #1	2019
SS-2	1T0332GKHJF326779	John Deere 332G Skid Steer #2	2018
SS-3	OJX902194	CAT 289D3 Skid Steer #3	2019
L-1	CAT0928HLCXK00567	CAT 928HZ Wheel Loader	2009
L-1	JKM00669	CAT 938H Wheel Loader Open Rops QC, Bucket Forks & Tree Boom	2009
AP-1	1W90P265KJ0001070	Weiler P265 Asphalt Paver	2019
PC306	ERC00155	CAT PC306B Milling Head	
PW-01	1231006780	Dewalt Gas Pressure Washer	2023
P-102	1FT7X2A64KEE31651	Ford F-250 #2	2019
P-103	1FTFX1CG3JKF42638	Ford F-150 #3	2018
P-104	1FTEX1CP6KKD68657	Ford F-150 #4	2019
P-105	1FTEX1CP0KKE72674	Ford F-150 #5	2019
P-106	1GTR8BED2LZ145404	GMC Sierrea 1500 #6	2020
P-107	3C7WRTCL2HG508889	Ram 3500 #7	2017
P-109	3GCPABEK5PG182379	Chevy Sliverdo #8	2023
DT-100	1NKDXBTX56J132156	Kenworth T800 Drump Truck	2006

Resume

Todd Kneisel

150 E. Sample Road, Ste 310

Pompano Beach, FL 33064

Holloway Construction- Heavy Highway Contractor Wixom, MI

1990 – 1993 Heavy Equipment Operator... Loader. Dozer. Crane. Backhoe

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Kneisel Construction - Heavy Highway Contractor Wixom Mi

1993-2004 **President...**

Handled day to day operations of Heavy Civil work including Earthwork, Drainage,

Underground Utilities, Paving and Bridge Work. Project Size $ 30M Plus

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Eastport Construction – Heavy Civil Contractor Manhattan NY

2004-2013 **Operations Manager**

Managed day to day field operations of 100 + Employees. Including Mass Earthwork, Drainage,

Paving and Structures

Heavy Civil Inc -Heavy Highway Construction Miami Beach Fl

2013- Present. **President and CEO**

Managing office and field staff doing Heavy construction in S Florida. Heavy Civil is a

Dade Co Certified SBE and Licensed in Dade Co. Took a start up in 4 years to a $1M a year business. Todd is hands on doing Water, Sewer, Storm Earthwork and Paving .

150 E. Sample Road, Ste 310, Pompano Beach, FL 33064

PH: 954-597-6443/Cell: 786-972-4874/ tiffany@heavycivilinc.com

Current Projects

E4W40 **Palm Beach Co.**

The project consists of construction of Milling & Resurfacing, Curb and gutter, Curb Ramps, Pedestrian Signal Heads and Pedestals, Pedestrian Detectors, Signing and Pavement Markings and Utility Adjustments

Contract Amount $1,223,473.14 Michael Miller 954-815-2151

T4626-Weekley Asphalt **Wilton Manors, FL**

The project consists of construction of Curb Inlet, DT BOT Type C Inlet, Gutter, Type V Inlet, Manholes, Manhole Adjustments, Valve Boxes, Pipe Culvert, Utility Adjustment, Fire Hydrant

Contract Amount $630,931.00 Robert Brinkman 954-444-1040

Cypress Drive Drainage **Jupiter, FL**

The project consists of 15" RCP Pipe, 24" RCP Pipe, Type C Ditch Bottom Inlet, 4' Type J Inlet with top slab, Storm Manhole with top slab tied into existing 42" HDPE Drainage line, repairing of parking lot Asphalt Trench, Roadway Asphalt Trench, Remove & Dispose of Type D Curb, Type F Curb & Valley Gutter, restore existing Asphalt, Asphalt Overlay, Mill & Resurface.

Contract Amount $278,520.00 Steven Montemayor 561-741-2710

A1A from Indiantown to Approx. 650' North Drainage Improvements **Palm Beach, FL**

The project consists of Clearing & Grubbing, Excavation, Milling, Asphalt Concrete, Inlets Ditch Bottom, Manholes, Modify Existing Drainage Structure, 18" Pipe Culvert, French Drains, Concrete Curb & Gutter Type F, Concrete Flume, Sod

Contract Amount $345,122.50

Pioneer Grove (LAC) Drainage Improvements **Deerfield Beach, FL**

The project consists of Clearing & Grubbing, Erosion & Sediment Control, Asphalt and Concrete Removal, Earthwork, Limerock Base, Subgrade, Asphalt SP 9.5/SP12.5, Asphalt Mill & Resurface, Curbing, Concrete 4" Thick, Sod, Restoration, Stom Sewer, Type C/D Inlet, Type J Inlet, 24" Concrete End wall, 36" End wall, Structure, 36" Pipe, 24" Pipe, 18" Pipe, Exfiltration Trench, Pavement Marking and Signage

Contract Amount $1,055,540.38

Wellington Trace/Greenview Shores Blvd. Eastbound Right Turn Lane **Wellington, FL**

The project consists of Erosion Control, Concrete Driveway, Concrete Sidewalk, Concrete Curb, Mill Asphalt, Convert existing Catch Basin, Concrete Type F Curb, Concrete Valley Gutter, Detectable Warnings, Embankment, Excavation, Sod, Concrete Ramp, Subgrade, Pavement Markings

Contract Amount $231,943.89

T4618 **Lake Worth, FL**

The project consists of Removal of Concrete, Optional Base Group 10, Concrete Curb and Gutter Type E, Concrete Curb and Gutter Type F, Concrete Sidewalk and Driveways 4" Thick, Concrete Sidewalks and Driveways 6" Thick, Bus Boarding Pad

Contact Amount $136,066.35 Richard McKenzie 954-263-9877

E4W61 **Lake Avenue, FL**

The project consists of Removal of Existing Concrete, Inlet Curb Type P-5, Inlet Curb Type P-6, Inlet DT BOT Type C, Inlet Ditch Bottom, Pipe Culvert 15", Pipe Culvert 18", Trench Drain, Concrete Curb and Gutter Type F, Concrete Curb Type D, Concrete Sidewalk and Driveways 4" Thick, Concrete Sidewalk and Driveways 6" Thick

Contract Amount $1,143,139.00 Richard McKenzie 954-263-9877

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

Todd Kneisel, being first duly sworn, deposes and says:

That he/she is President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Heavy Civil Inc.
(Firm Name)

By: _____

Title: President

Subscribed and sworn to before me this 20th
day of February, 2024

_____
Notary Public

My Commission expires: (Seal)
November 29, 2026

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

END OF SECTION

PUBLIC ENTITY AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2024-016 for Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive.

2. This sworn statement is submitted by Heavy Civil Inc.
(name of entity submitting sworn statement)
whose business address is 150 E. Sample Road, Ste 310, Pompano Beach, FL 33064
and (if applicable) its Federal Employer Identification Number (FEIN) is 46-5439171
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Todd Kneisel my relationship to the entity
(please print name of individual signing)
named above is President.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: February 20, 2024

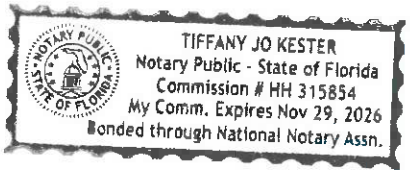
STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Todd Kneisel who, after first being sworn by me, affixed (his/her) signature in (name of individual signing) the space provided above on this 20th day of Feb., 2024

NOTARY PUBLIC SEAL:



My commission expires: November 29, 2026

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: February 20, 2024

Official Address
(Including Zip Code):

150 E. Sample Road, Ste 310
Pompano Beach, FL 33064

By: _____

President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Bid No. 2024-016
Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

"None" Dollars 0
(Written)

(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Heavy Civil Inc.
(Company-Contractor)
By: [signature]
(President's Signature)
Todd Kneisel
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Broward County, Florida on the 20th day of February, 2024.

Notary Public: [signature] (affix seal) My Commission Expires: November 29, 2026

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

END OF SECTION

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Heavy Civil Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

February 20, 2024
Date

END OF SECTION

BID RESPONSE FORM

Bid No. 2024-016

Heavy Civil Inc.

Kings Landing Off-site Water Main Upgrade – Avenue B and Indian River Drive

ITEM NO.	ITEM	QTY	UNIT	UNIT COST	COST
1	Mobilization (Water)	1	LS	$20,000.00	$31,000.00
2	Construction Layout/Record Drawings (Water)	1	LS	$12,000.00	$12,000.00
3	Maintenance of Traffic	1	LS	$4,000.00	$4,000.00
4	2" Water Service	42	LF	$128.00	$5,376.00
5	2" Poly (DR-9) Water Main	26	LF	$52.00	$1,352.00
6	6" C900 (DR-18) Water Main	70	LF	$87.50	$6,125.00
7	8" C900 (DR-18) Water Main	970	LF	$120.67	$117,049.90
8	Fire Hydrant Assembly	1	EA	$9,385.00	$9,385.00
9	2" Gate Valve	1	EA	$1,577.00	$1,577.00
10	6" Gate Valve	2	EA	$2,300.00	$4,600.00
11	8" Gate Valve	5	EA	$3,037.00	$15,185.00
12	8" Water Main Tie-In on PROPOSED Utilities at Indian River DR (2" Tapping Saddle & Valve)	1	LS	$10,500.00	$10,500.00
13	8" Water Main Tie-In at N 2ND St (8" Tapping Sleeve& Valve)	1	LS	$16,359.00	$16,359.00
14	8" Water Main Tie-In at Indian River Drive	1	LS	$14,132.00	$14,132.00
15	Fittings	1	TN	$21,602.00	$21,602.00
16	6" & 8" Bell Restraints	1	LS	$5,500.00	$5,500.00
17	6" & 8" Megalugs	1	LS	$10,696.00	$10,696.00
18	Bacteriological Sample Points	2	EA	$1,317.00	$2,634.00
19	6" CIP Pipe Removal	829	LF	$26.50	$21,968.50
20	Grout 6" HDPE Water Main (Across Indian River Drive)	60	LF	$16.67	$1000.20
21	Thrust Block	2	EA	$542.00	$1,084.00
22	Dewatering	1	LS	$6,000.00	$6,000.00
23	Remove 15" PVC Sewer Pipe	40	LF	$150.00	$6,000.00
24	Plug Sewer Manhole	1	EA	$2,174.00	$2,174.00
25	Miscellaneous Restoration at service crossings (Sod, sidewalk, curb)	1	LS	$24,000.00	$24,000.00
26	Asphalt Repair	540	SF	$18.00	$9,720.00
				GRAND TOTAL	$361,019.60

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-016

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
	"NONE"		$	$
			$	$
			$	$
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CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-016

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE BE AND INDIAN RIVER DRIVE

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Heavy Civil Inc.

Corporate Title: President

Address: 150 E. Sample Road, Ste 310
Pompano Beach, FL 33064
(Zip Code)

By: Todd Kneiset (Print name) President (Print title)

(Authorized Signature)

Telephone: (954) 597-6443

Fax: ( ) N/A

State License # CGC1528801 **(ATTACH COPY)**

County License # 180-307832, 180-308399 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License:

Unlimited _____(yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY,
FLORIDA

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE
AVENUE B AND INDIAN RIVER DRIVE
Bid No. 2024-016

(See Attached list)

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Martin County Board of County Commissioners	Sailfish Sands	Jessica Ballash	772-463-280
City of Fort Pierce	Avenue B	Selena Griffett	772-519-1081
Weekley Asphalt	Comprehensive	St. Robert Brinkman	954-444-104
FDOT	T4623	Michael Miller	954-815-2151
Consor	T4623	Chrishana Persaud	561-376-5601
Craven Thompson	Bowman St.	Leonard Zach	561-762-6426
City of Melbourne	Gramling Park	Joshua Frary	321-290-6093
City of Stuart	Zone 4	Marc Rogolino	772-418-4485
Consor	Curtis Street	Colton Griffin	772-529-0988
Captec	Old Palm City	Gary Jones	772-692-4344

END OF SECTION

HEAVY CIVIL

150 E. Sample Road, Ste 310, Pompano Beach, FL 33064
PH: 954-597-6443/Cell: 786-972-4874/ tiffany@heavycivilinc.com

Job References

Martin County Board of County Commissioners 2401 SE Monterey Road Stuart, FL 34996	Jessica Ballash Jballash@martin.fl.us	772-463-2809	Sailfish Sands
City of Fort Pierce 100 North US 1 Fort Pierce, FL	Selena Griffett sgriffett@cityoffortpierce.com	772-519-1081	Avenue B
Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines, FL 33332	Robert Brinkman bob@weekleyasp.com	954-444-1040	Comprehensive Street
FDOT District 4 7300 Forest Hill Blvd. West Palm Beach, FL	Michael Miller Michael.Miller2@dot.state.fl.us	954-815-2151	T4623
Consor 10625 North Military Trail, Ste 207	Chrishana Persand cpersaud@consoreng.com	561-376-5601	T4623

Palm Beach Garden, FL			
Craven Thompson & Associates 4723 Atlantic Avenue Ste A12 Delray Beach, FL 33445	Leonard Zach zgamble@craventhompson.com	561-762-6426	Bowman Street
City of Melbourne 900 E. Strawbridge Avenue Melbourne, FL 32901	Joshua Frary Joshua.Frary@mlbfl.org	321-290-6093	Gramling Park
City of Stuart 121 SW Flagler Avenue Stuart, FL34994	Marc Rogolino mrogolino@ci.stuart.fl.us	772-418-4485	Zone 4
Consor- 10625 North Military Trail, Ste 207, Palm Beach Garden FL	Colton Griffin cgiffin@consoreng.com	772-529-0788	Curtis Street
Captec- 301 NW Flagler Avenue Stuart, FL	Gary Jones gjones@gocaptec.com	772-692-4344	Old Palm City
Palm Beach Co. 2300 N. Jog Road West Palm Beach, FL	Zackary King ZKing@pbcgov.org	561-684-4178	Hood Road
AEngineering	Ricardo Baraybar	813-235-3056	NE 26th Street

219 N. Newnan Street Jacksonville, FL	RBaraybar@aeeningeeringinc.com		
Florida Department of Transportation 555 Camp Road Cocoa, FL	Richard Nasrawy Richard.Nasrawy@dot.state.fl.us	321-634-6020	T5673
Florida Department of Transportation 4722 Kenilworth Road Sebring, FL	Susan Hindman Susan.Hindman@dot.state.fl.us	863-273-1680	E1S63
Florida Department of Transportation 3400 West Commercial Blvd. Fort Lauderdale, FL	Mark Freemen Mark.Freemen@dot.state.fl.us	772-828-1338	E4T43
City of Deerfield Beach 650 SW 3rd Avenue Deerfield Beach, FL	Priscilla Cygielnik PCygielnik@deerfield-beach.com	954-480-4464	CDBG

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: KINGS LANDING OFF-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

Bid No.: 2024-016

Project Description: Replacing an existing 6-inch cast iron water main with a new 8-inch PVC water main to include services, fire hydrants, valves and appurtenances on Avenue B and Indian River Drive per the construction plans.

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: Heavy Civil Inc.

Authorized Signature: [signature]

Title: President

Date: February 20, 2024

END OF SECTION

Company ID Number: 1375936

Approved by:

Employer Heavy Civil Inc.	
Name (Please Type or Print) Tiffany J Kester	Title
Signature Electronically Signed	Date 02/04/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/06/2019

Company ID Number: 1375936

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Heavy Civil Inc.
Company Facility Address	150 E. Sample Road Ste 310 Pompano Beach, FL 33064
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	465439171
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 1375936

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1375936

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Tiffany J Kester
Phone Number	(954) 597 - 6443
Fax Number	
Email Address	tiffany@heavycivilinc.com

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
150 E. Sample Road, Ste 310

Requester's name and address (optional)

6 City, state, and ZIP code
Pompano Beach, FL 33064

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
46 - 5439171

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ February 20, 2024

General Instructions

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

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

Purpose of Form

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

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

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

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

HEAVCIV-01 CASSIES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/13/2024

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 License # 958967 Johnston Lewis Associates, Inc. 5600 New King, Ste. 210 Troy, MI 48098	CONTACT NAME: Cassie Stewart PHONE (A/C, No, Ext): (248) 602-4286 FAX (A/C, No): E-MAIL ADDRESS: cassies@jlains.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Ohio Security Insurance Company — 24082
INSURED Heavy Civil, Inc. 150 East Sample Road Suite 310 Pompano Beach, FL 33064	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS58347963	3/26/2023	3/26/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BKS58347963	3/26/2023	3/26/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			USO58347963	3/26/2023	3/26/2024	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		XWS58347963	3/26/2023	3/26/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job Name: Kings Landing Offsite Water Main Upgrade-Avenue B and Indian River Drive
Job Number: 2024-016
Job Address: Avenue B and Indian River Drive, Fort Pierce, FL

CERTIFICATE HOLDER

City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

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

Daniel P. Wilk

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The ACORD name and logo are registered marks of ACORD

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1528801

EXPIRATION DATE: AUGUST 31, 2024

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

STEIER, THOMAS R SR
HEAVY CIVIL INC.
18158 NE19TH AVE
NORTH MIAMI FL 33162

ISSUED: 07/03/2022

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
150 E SAMPLE RD STE 310
POMPANO BEACH, FL 33064

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	STEIER THOMAS R Sr	CGC1526801	B23,709745 09/05/2023	$27.50	B40190166

This document is valid only when receipted by the Tax Collector's Office.

HEAVY CIVIL INC
HEAVY CIVIL INC
150 E SAMPLE RD STE 310
POMPANO BEACH FL 33064-3550

2 7 - 169

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2023156815
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 180-307832

Business Name: HEAVY CIVIL INC.

Business Type: GENERAL CONTRACTOR (CERT GENERAL CONTRACTOR)

Owner Name: THOMAS R STEIER SR

Business Location: 150 E SAMPLE RD STE 310 POMPANO BEACH

Business Phone: 954-597-6443

Business Opened: 08/17/2020

State/County/Cert/Reg: CGC1528801

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70

Receipt Fee 27.00

Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

HEAVY CIVIL INC.
150 E SAMPLE RD STE 310
POMPANO BEACH, FL 33064

Receipt #WWW-23-00000674
Paid 10/03/2023 29.70

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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State/County/Cert/Reg: CGC1528801

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70

Receipt #WWW-23-00000674
Paid 10/03/2023 29.70

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: HEAVY CIVIL INC

Receipt #: 180-308399
Business Type: GENERAL CONTRACTOR (CERTIFIE GENERAL CONTRACTOR)

Owner Name: STEIER, THOMAS R SR
Business Location: 150 E SAMPLE RD STE 310 POMPANO BEACH
Business Phone: 954-597-6443

Business Opened: 06/15/2020
State/County/Cert/Reg: CGC1528801
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		19		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	5.40	0.00	0.00	59.40

Receipt Fee 54.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

HEAVY CIVIL INC
150 E SAMPLE RD STE 310
POMPANO BEACH, F 33064

Receipt #WWW-23-00000676
Paid 10/03/2023 59.40

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: HEAVY CIVIL INC

Receipt #: 180-308399
Business Type: GENERAL CONTRACTOR (CERTIFIED GENERAL CONTRACTOR)

Owner Name: STEIER, THOMAS R SR
Business Location: 150 E SAMPLE RD STE 310 POMPANO BEACH
Business Phone: 954-597-6443

Business Opened: 06/15/2020
State/County/Cert/Reg: CGC1528801
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		19		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	5.40	0.00	0.00	59.40

Receipt #WWW-23-00000676
Paid 10/03/2023 59.40

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2023 - 2024

Business Tax Receipt Valid from: October 1, 2023 through September 30, 2024

4473342 9/7/2023
HEAVY CIVIL INC
150 NE 36 ST 310

POMPANO BEACH FL 33064

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: HEAVY CIVIL INC
BUSINESS LOCATION: 150 NE 36 ST 310 POMPANO BEACH FL

RECEIPT NO:	CLASSIFICATION
24-00103643	CONTRACTOR GENERAL (GC)

NOTICE: A NEW APPLICATON MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

BROWARD COUNTY
FLORIDA

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

November 28, 2023

Mr. Todd Kneisel
HEAVY CIVIL, INC.
150 E. Sample Road, Suite 310
Pompano Beach, Florida 33064

Dear Mr. Kneisel:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. **However, the responsibility to ensure continued certification is yours.** Failure to document your firm's continued eligibility for the CBE program within **thirty (30) days** from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over $3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services.** This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 237110, 237310, 237990, 238910, 238990,

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2023.11.28 16:27:13 -05'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: JULY 12TH

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

December 21, 2022

REGISTERED VENDOR NO.: 1000000654

Mr. Todd Kneisel, President
Heavy Civil, Inc.
150 E Sample Rd, Suite 310
Pompano Beach, FL 33064

CERTIFICATION EFFECTIVE DATE:
December 20, 2022

CERTIFICATION EXPIRATION DATE:
December 20, 2025

Dear Mr. Kneisel:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Asphalt Paving, Concrete Sidewalks, Curbs & Gutters; Storm and Sanitary Sewers, Water Mains, Grading and Earth Excavation

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P14000020290

Entity Name: HEAVY CIVIL INC.

FILED
Jan 08, 2024
Secretary of State
1353991979CC

Current Principal Place of Business:

150 EAST SAMPLE ROAD
UNIT 310
POMPANO BEACH, FL 33064

Current Mailing Address:

150 EAST SAMPLE ROAD
UNIT 310
POMPANO BEACH, FL 33064 US

FEI Number: 46-5439171

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

OTTO, KARL F
1500 BAY RD
854
MIAMI BEACH, FL 33139 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	KNEISEL, TODD T
Address	150 E. SAMPLE ROAD UNIT 310
City-State-Zip:	POMPANO BEACH FL 33064

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TODD KNEISEL PRESIDENT 01/08/2024

Electronic Signature of Signing Officer/Director Detail — Date

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2024-016**
Mandatory Site-Visit: N/A	**Bid Title: KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE**
Mandatory Site-Visit Location: N/A	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, TUESDAY, FEBRUARY 20, 2024	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Timothy Rose Contracting, Inc **Mailing Address:** 825 8th Street	*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: Vero Beach, FL 32962	**Typed or Printed Name:** Zachary Rose
Type of Entity (Select one): Corporation X Partnership _____ Proprietorship _____	**Title:** Vice President
Incorporated in the State of: FL **Year:** 1991	**Delivery in** 30 **days, After Receipt Order**
Phone Number: 772-564-7800	**Payment Terms: Net 30 Days**
Fax Number: 772-564-7888	**FEIN or SS Number:** 65-0284242
E-Mail Address: accounting@timothyrosecontracting.com	**Local Business:** ___Y X N **MWBE:** ___Y X N
Bid Security is attached, when required, in the amount of $ Bid Bond **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?		
Is each Bid Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH BID_____

EXIHIBIT "D"
BID FORMS

BID FORM

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

KINGS LANDING OFFI-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

NAME OF BIDDER: Timothy Rose Contracting, Inc.

MAILING ADDRESS: 825 8th Street

STREET ADDRESS: Vero Beach, FL 32962 (Zip Code)

PHONE NUMBER: 772-564-7800

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;
that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 4
0% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General
Condition
s.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Timothy Rose Contracting, Inc.
(Type or Print)

By: _____

Name: Zachary Rose

Title: Vice President

Dated: 2/19, 2024

(Corporate Seal)

Attest
If Corporation

By: Ronald Rose
(Signature)

Name: Ronald Rose

Title: Secretary

Witnesses: Staci Best

(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

FL, CGC052940, 8/31/24 - General Contractor

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
Timothy Rose Contracting, Inc., as Principal, and
Berkley Insurance Company, as Surety,
are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Amount Bid Dollars ($ 10% of Amount Bid), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 20 2024, for the Kings Landing Offsite Water Main Upgrade - Ave B & Indian River Drive - Bid No. 2024-016

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 20th day of February, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(If individual or partnership)

_____

_____

PRINCIPAL

Timothy Rose Contracting, Inc.

By: _____
(Signature)

Name: Zachary Rose

Title: Vice President

ATTEST (If corporation)

By: Ronald Rose
(Signature)

Name: Ronald Rose

Title: Secretary
(Corporate Seal)

SURETY

Berkley Insurance Company

By: _____
(Signature)

Name: Jarrett Merlucci

Title: Attorney-in-Fact

(Surety Seal)

BID FORMS
Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety Berkley Insurance Company

Mailing Address 475 STEAMBOAT ROAD, GREENWICH, CT 0683

Street Address 475 STEAMBOAT ROAD, GREENWICH, CT 0683

Name and Mailing and Street Nielson, Hoover & Company
Jarrett Merlucci

Address of Agent or 15050 NW 79th Court, Suite 200, Miami Lakes, Florida 33016
Representative in Florida

(if different than above)

Telephone Number of Surety (203) 542-3800

and Agent or Representative (305) 722-2663
in Florida

END OF SECTION

No. BI-282d-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Charles J. Nielson; Charles D. Nielson; Joseph P. Nielson; Jarrett Merlucci; or David R. Hoover of Acrisure, LLC dba Nielson, Hoover & Company of Miami Lakes, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of April, 2022.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 26th day of April, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 20th day of February, 2024.

_____
Vincent P. Forte

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. Timothy Rose Contracting, Inc.
2. Permanent Main Office address. 1880 82nd Ave., Ste #205, Vero Beach, FL 32966
3. When organized? 8/23/1991
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 33 years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See Attached
7. General character of work performed by you. Paving,Grading,Clearing & Grubbing, Underground Utilities,Sidewalks,Curbs
8. Have you ever failed to complete any work awarded to you? If so, where and why? No
9. Have you ever defaulted on a contract? If so, where and why? No
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. See Attached
11. List your major equipment available for this contract. See Attached
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) See Attached
13. Background and experience of the principal members of your company, including the officers. See Attached
14. Give bank reference. PNC Bank, Derek Carnicom, 561-504-9783
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at 1880 82nd Ave this 19th day of February, 2024.

Contractor:

Timothy Rose Contracting, Inc

By _____

Zachary Rose, Vice President
(Name & Title)

County of Indian River
State of Florida

Zachary Rose, being duly sworn, deposes and says that he is Vice Pres of Timothy Rose Contracting, Inc., and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 19th day of February, 2024.

_____
Notary Public

My Commission Expires:

02/05/2025

Notary Public State of Florida
Staci B Best
My Commission HH 076499
Expires: 02/05/2025
(Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Indian River

Zachary Rose, being first duly sworn, deposes and says:

That he/she is Vice President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Timothy Rose Contracting, Inc.
(Firm Name)

By: _____

Title: Zachary Rose - Vice President

Subscribed and sworn to before me this 19th
day of February, 2024

_____
Notary Public

Notary Public State of Florida
Staci B Best
My Commission HH 076499
Expires 02/05/2025

My Commission expires: (Seal)

02/05/2025

END OF SECTION

PUBLIC ENTITY AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2024-016 for Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive .

2. This sworn statement is submitted by Timothy Rose Contracting, Inc.
(name of entity submitting sworn statement)
whose business address is 1880 82nd Ave., Ste #205, Vero Beach, FL 32966
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0284242
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Zachary Rose my relationship to the entity
(please print name of individual signing)
named above is Vice President.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 2/19/24

STATE OF Florida

COUNTY OF Indian River

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Zachary Rose who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 19th day of February, 2024

NOTARY PUBLIC SEAL: Staci B. Best

Notary Public State of Florida
Staci B Best
My Commission HH 076499
Expires 02/05/2025

My commission expires: 02/05/2025

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: February 19th, , 2024

Official Address
(Including Zip Code):

1880 82nd Ave., Ste #205

Vero Beach, FL 32966

By: _____

Vice President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Bid No. 2024-016
Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Four thousand dollars and zero cents _____ Dollars ____
(Written)
$4,000.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Timothy Rose Contracting, Inc.
(Company-Contractor)
By: _____
(President's Signature)
Timothy Rose
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Indian River County, Florida on the 19th day of February, 2024.

Notary Public: _____ (affix seal) My Commission Expires: 02/05/2025

Notary Public State of Florida
Staci B Best
My Commission HH 076499
Expires 02/05/2025

END OF SECTION

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Timothy Rose Contracting, Inc. does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

02/19/24

Date

END OF SECTION

BID RESPONSE FORM

Bid No. 2024-016

Kings Landing Off-site Water Main Upgrade – Avenue B and Indian River Drive

ITEM NO.	ITEM	QTY	UNIT	UNIT COST	COST
1	Mobilization (Water)	1	LS	$ 83,000.00	$ 83,000.00
2	Construction Layout/Record Drawings (Water)	1	LS	$ 8,030.00	$ 8,030.00
3	Maintenance of Traffic	1	LS	$ 13,000.00	$ 13,000.00
4	2" Water Service	42	LF	$ 105.00	$ 4,410.00
5	2" Poly (DR-9) Water Main	26	LF	$ 71.00	$ 1,846.00
6	6" C900 (DR-18) Water Main	70	LF	$ 75.00	$ 5,250.00
7	8" C900 (DR-18) Water Main	970	LF	$ 77.00	$ 74,690.00
8	Fire Hydrant Assembly	1	EA	$ 11,000.00	$ 11,000.00
9	2" Gate Valve	1	EA	$ 2,105.00	$ 2,105.00
10	6" Gate Valve	2	EA	$ 3,300.00	$ 6,600.00
11	8" Gate Valve	5	EA	$ 4,205.00	$ 21,025.00
12	8" Water Main Tie-In on PROPOSED Utilities at Indian River DR (2" Tapping Saddle & Valve)	1	LS	$ 5,000.00	$ 5,000.00
13	8" Water Main Tie-In at N 2ND St (8" Tapping Sleeve& Valve)	1	LS	$ 10,750.00	$ 10,750.00
14	8" Water Main Tie-In at Indian River Drive	1	LS	$ 10,100.00	$ 10,100.00
15	Fittings	1	TN	$ 41,000.00	$ 41,000.00
16	6" & 8" Bell Restraints	1	LS	$ 18,500.00	$ 18,500.00
17	6" & 8" Megalugs	1	LS	$ 13,550.00	$ 13,550.00
18	Bacteriological Sample Points	2	EA	$ 950.00	$ 1,900.00
19	6" CIP Pipe Removal	829	LF	$ 15.00	$ 12,435.00
20	Grout 6" HDPE Water Main (Across Indian River Drive)	60	LF	$ 45.00	$ 2,700.00
21	Thrust Block	2	EA	$ 2,100.00	$ 4,200.00
22	Dewatering	1	LS	$ 23,000.00	$ 23,000.00
23	Remove 15" PVC Sewer Pipe	40	LF	$ 55.00	$ 2,200.00
24	Plug Sewer Manhole	1	EA	$ 1,100.00	$ 1,100.00
25	Miscellaneous Restoration at service crossings (Sod, sidewalk, curb)	1	LS	$ 8,500.00	$ 8,500.00
26	Asphalt Repair	540	SF	$ 20.00	$ 10,800.00
				GRAND TOTAL	$ 396,691.00

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-016

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
N/A			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$

EXHIBIT "D"
BID FORMS

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-016

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE BE AND INDIAN RIVER DRIVE

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Timothy Rose Contracting, Inc.

Corporate Title: Vice President

Address: 1880 82nd Ave., Ste #205

Vero Beach, FL 32966
(Zip Code)

By: Zachary Rose (Print name) Vice President (Print title)

(Authorized Signature)

Telephone: (772) 564-7800

Fax: (772) 564-7888

State License # 052940 **(ATTACH COPY)**

County License # 23991 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License:

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY,
FLORIDA

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE B AND INDIAN RIVER DRIVE

Bid No. 2024-016

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Indian River County 1800 27th St., Vero Beach, FL 32960	North County Sewer	Arjuna Weragoda	772-978-5100
Chuck Sullivan 1601 20th St., Vero Beach, FL 32960	45th Street Industrial Park	Chuck Sullivan	772-567-4371
NRH Homes 100 Federal Hwy, Ste 8, Lake Park, FL 33403	Preston Estates	Nicholis Heine	352-268-2072
Manatee County PO Box 1000, Bradenton, FL 34206	35th St West Gravity Sewer	Nick Wagner	941-792-8811

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: KINGS LANDING OFF-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

Bid No.: 2024-016

Project Description: Replacing an existing 6-inch cast iron water main with a new 8-inch PVC water main to include services, fire hydrants, valves and appurtenances on Avenue B and Indian River Drive per the construction plans.

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: Timothy Rose Contracting, Inc

Authorized Signature: _____

Title: Vice President

Date: 2/19/21

END OF SECTION

Timothy Rose Contracting

Work in Progress

Job Description	Owner	Contract Price + Change Orders	Anticipated Completion	Balance to Completion
Pulte - 58th Ave	Pulte Group	$12,411,856.00	03/2024	$ 752,413.00
PB-Babcock St Widening	City of Palm Bay	$5,509,768.99	04/2024	$ 874,000.00
66th Ave from 69th St to CR510	Indian River County	$19,478,967.53	02/2025	$ 17,161,446.00
PB-Unit 44	City of Palm Bay	$1,160,642.05	02/2024	$ 58,000.00
PB-Unit 50	City of Palm Bay	$1,151,536.75	06/2024	$ 1,151,536.75
East Torino Parkway	Port St Lucie	$2,185,781.55	08/2024	$ 2,185,781.55

Job Name & #	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMP	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER	CONTACT PERSON AND TITLE
Collier Creek Estates	$1,027,094.99	11/2018	Sebastian, Indian River	Indian River County Utilities 1800 27th St Vero Beach FL 32960	Arjuna Weragoda-Engineer 772-226-1823
North County Sewer	$2,659,743.22	04/2019	Sebastian, Indian River	Indian River County Utilities 1800 27th St Vero Beach FL 32960	Arjuna Weragoda-Engineer 772-226-1823
Preston Estates	$888,598.00	12/2021	Vero Beach, Indian River	NHR Homes 100 Federal Hwy, Ste 8 Lake Park, FL 33403	Nicholis Heine-Owner 352-268-2072
58th Ave FDR-57th to 85th St	$7,381,046.90	12/2021	Vero Beach, Indian River	Indian River County 1800 27th St Vero Beach FL 32960	William Johnson-Engineer 772-226-1986
45th Street Industrial Park	$2,603,869.92	02/2022	Vero Beach, Indian River	Charles Sullivan 1601 20th St, Vero Beach, FL 32960	Chuck Sullivan-Owner 772-567-4371
35th St West Gravity Sewer Rehab	$133,085.00	02/2023	Bradenton, FL	Manatee County PO Box 1000 Bradenton, FL 34206	Nick Wagner-Superintendent 941-792-8811

Timothy Rose Contracting

All Equipment Owned by Timothy Rose Contracting

Excavator	Case 330	
Excavator	Sany 215	
Excavator	Sany 365	
Excavator	Komatsu PC 138	
Excavator	Sany 135	
Excavator	Case 460	
Grader	Caterpiller 135H	
Grader	Sany SMG200	
Grader	Sany SMG200	
Grader	John Deere 770BH	
Loader	John Deere 544J	
Loader	John Deere 544J	
Loader	John Deere 544J	
Loader	John Deere 544J	
Loader	John Deere 544L	
Loader	John Deere 544J	
Loader	Komatsu WA270-7	
Mixer	Wirtgen 240I	
Roller	HyPack 840 C	14 Tons
Roller	Bomag	
Roller	9 Wheel Traffic	
Roller	Hamm	
Skid Steer	BobCat T650	
Skid Steer	BobCat T650	
Skid Steer	BobCat T750	
Skid Steer	Kabota	
Water Tanker	7000 Gallon	
Cement Spreader	Stoltz	
Dump Trucks	Several	
Cement Truck	Kenworth	
Paver	Leeboy	
Semi	Low boy Peterbuilt	
Reefer Truck	Freightline Reefer Truck	
Boiler Truck	International Boiler Truck	
Vactor Truck	Vactor Truck 2115P-16	
CCTV Truck	Ford F550	

2024 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Feb 19, 2024
Secretary of State
5945435163CC

DOCUMENT# S75343

Entity Name: TIMOTHY ROSE CONTRACTING, INC.

Current Principal Place of Business:

1880 82ND AVE
STE #205
VERO BEACH, FL 32966

Current Mailing Address:

825 8TH STREET
VERO BEACH, FL 32962 US

FEI Number: 65-0284242

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ROSE, ZACHARY
1880 82ND AVE.
STE #205
VERO BEACH, FL 32966 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ZACHARY ROSE 02/19/2024

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	ROSE, TIMOTHY W.
Address	1880 82ND AVE. STE #205
City-State-Zip:	VERO BEACH FL 32966

Title	T
Name	BEST, STACI
Address	1880 82ND AVE. STE #205
City-State-Zip:	VERO BEACH FL 32966

Title	OFFICER
Name	ROSE, JORDAN
Address	1880 82ND AVE STE #205
City-State-Zip:	VERO BEACH FL 32966

Title	SEC
Name	ROSE, RONALD
Address	1880 82ND AVE. STE #205
City-State-Zip:	VERO BEACH FL 32966

Title	VP
Name	ROSE, ZACHARY
Address	1880 82ND AVE. STE #205
City-State-Zip:	VERO BEACH FL 32966

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STACI BEST T 02/19/2024

Electronic Signature of Signing Officer/Director Detail — Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ROSE, TIMOTHY WILLIAM

TIMOTHY ROSE CONTRACTING INC
825 8TH STREET
VERO BEACH FL 32962

LICENSE NUMBER: CGC052940

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CONTRACTOR HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

ROSE, TIMOTHY WILLIAM

TIMOTHY ROSE CONTRACTING INC
825 8TH STREET
VERO BEACH FL 32962

LICENSE NUMBER: RU0066532

EXPIRATION DATE: AUGUST 31, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

THIS PORTION INTENTIONALLY LEFT BLANK

↓ DETACH HERE ↓ DISCARD THIS PORTION BEFORE MAILING ↓ DETACH HERE ↓

2023 - 2024 LOCAL BUSINESS TAX

INDIAN RIVER COUNTY, FLORIDA

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS: 512 CONTR-GENERAL/CERTIFIED

BUSINESS ADDRESS: 1880 82ND AVE #205
VERO BEACH, FL 32960

ACCOUNT # 25588
RECEIPT # 7050
EXPIRES SEPTEMBER 30, 2024

AMOUNT	40.00
PENALTY	0.00
TRANSFER	0.00
TOTAL	40.00

NAME: TIMOTHY ROSE CONTRACTING INC
MAILING ADDRESS: ROSE, TIMOTHY, ROSE, ZACHARY
1880 82ND AVE #205
VERO BEACH, FL 32960

This receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Owner must notify the Tax Collector's Office of any changes in business name, ownership, location address or mailing address.

CAROLE JEAN JORDAN, CFC
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

Paid 11/30/2023 40.00 214-00000102

Timothy Rose

825 8th St.,Vero Beach, FL 32962 Office: 772.564.7800 Cell: 772.473.0095
tim@timothyrosecontrcting.com

Professional Summary

Construction Manager with 35 years leading teams of general contractors, subcontractors and laborers on large scale commercial construction projects.

Skills

- General contracting professional
- Subcontractor management
- Knowledgeable in construction safety
- Commercial construction expert
- Project scheduling
- Certified Welder
- Self-motivated
- Strong mechanical aptitude
- Commercial construction
- Water and sewer pipe installation
- Project foreman
- Excavator wheel, bagger and digger
- Rollers and compactors operation
- Skid steer loader
- Digging culverts and ponds
- Asphalt paving//Hot Plant-Mixed Bitum. Courses
- Building Core Infrastructures
- Pipelines, Sewers, Highways, Roads & Bridges
- Site Preparation
- Concrete Sidewalks & Curbing
- Underground Sewer & Water
- Water/Sewer Taps
- Lift Stations
- Milling/RipRap
- Utility Work

Work History

Owner, 01/1991 to Current
Timothy Rose Contracting – Vero Beach, FL

- Review plans and specs during the schematic design of pre-construction.
- Estimate and job cost projects for bidding
- Coordinate utility service providers according to project schedules.
- Obtain building and specialty permits from local jurisdictional agencies.
- Perform regular job site observations to provide direction for all general contractor personnel.
- Conduct all critical pre-installation conferences with general contractors, subcontractors, consultants and manufacturer's representatives.

- Prepare and followed through on all required punch lists.
- Determine the project schedule, which included the sequence of all construction activities.
- Report the quality of performance on site to all site construction managers.
- Conduct routine quality audits to ensure that work was progressing per the specifications and initiated corrective actions.
- Avoid construction delays by efficiently following through with all site inspections in a timely manner.
- Implement systems to improve process efficiency and reduce the project duration.
- Schedule all contractors and materials deliveries.

Certifications

- Certified General Contractor - CGC052940
- Underground Utility & Excavation Contractor - RU0066532
- CDL License
- Competent Person Training

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 11,2023

TIMOTHY ROSE CONTRACTING, INC.
825 8TH STREET
VERO BEACH, FLORIDA 32962

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024.**

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/5/2023

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: Certificate Department	
The Sihle Insurance Group of Vero Beach 1826 14th Avenue Vero Beach FL 32963	PHONE (A/C, No, Ext): 7724731100	FAX (A/C, No): 407-389-3580
	E-MAIL ADDRESS: certificates@sihle.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Casualty Company	20443
INSURER C : American Casualty Company of Reading	20427
INSURER D :	
INSURER E :	
INSURER F :	

INSURED TIMOROS-01
Timothy Rose Contracting Inc.
825 8th Street
Vero Beach FL 32962

COVERAGES **CERTIFICATE NUMBER:** 111078391 **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			7034094202	6/6/2023	6/6/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Cont Liability						MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY			BUA 7034204830	6/6/2023	6/6/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB OCCUR			BUA 7034204830	6/6/2023	6/6/2024	EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	Contractors Equipment Rented/Leased Equipment Installation Floater			IM-7033868417	6/6/2023	6/6/2024	Maximum Any One Item Maximum Any One Item Property Limits	$500,000 $100,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hired Auto Physical Damage Limit: $75,000 Policy #BUA 7034204830 Eff dates: 6/6/2022 - 6/6/2023

CERTIFICATE HOLDER

For Information Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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

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 SUNZ Insurance Solutions, LLC ID: (Vensure HR) c/o Vensure HR Inc 1475 S. Price Road Chandler, AZ 85286	CONTACT NAME: Colleen DeWitt PHONE (A/C, No, Ext): 800-409-8958 FAX (A/C, No): E-MAIL ADDRESS: certs@vensure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SUNZ Insurance Company	34762
INSURED ALLY HR LLC Co-Employer For: Timothy Rose Contracting Inc 1475 S. Price Road Chandler AZ 85286	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 77640946 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC072-00001-024	1/1/2024	1/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A			WC072-00001-023	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Timothy Rose Contracting Inc
Client Effective: 1/1/2023

CERTIFICATE HOLDER

24568

Timothy Rose Contracting, Inc.
825 8th Street,
Vero Beach FL 32962

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

Rick Leonard

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NIELSON, HOOVER & COMPANY

ACRISURE AGENCY PARTNER

November 30, 2023

RE: TIMOTHY ROSE CONTRACTING, INC.

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Timothy Rose Contracting, Inc. Their Surety is Berkley Insurance Company, which carries an A.M. Best Rating of A+ XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds in the amount of $20,000,000 for single size projects and $60,000,000 total aggregate. We obviously reserve the right to review the final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Timothy Rose Contracting, Inc. is an excellent contractor and we hold them in high regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

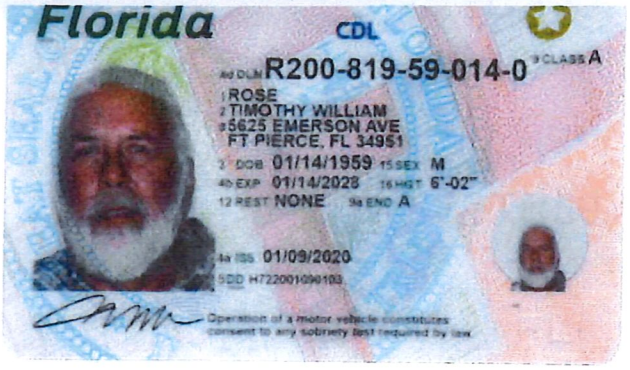
This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

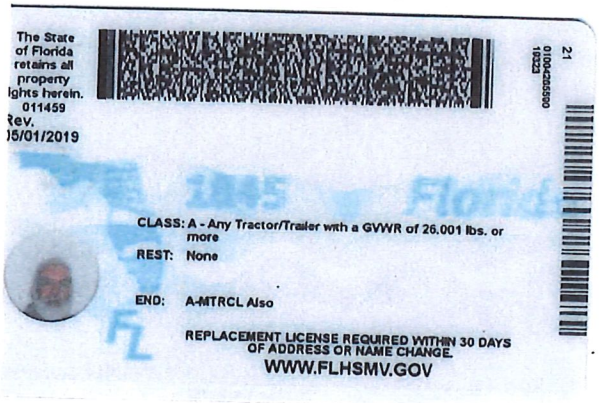
If you should you have any questions, please do not hesitate to give me a call.

Sincerely,

Jarrett Merlucci
Attorney In Fact

15050 NW 79th Court
Suite 200
Miami Lakes, FL 33016
P: 305.722.2663
F: 305.558.9650
W: nielsonbonds.com


Florida
CDL
Ad DLN R200-819-59-014-0
9 CLASS A
1 ROSE
2 TIMOTHY WILLIAM
8 5625 EMERSON AVE
FT PIERCE, FL 34951
3 DOB 01/14/1959
15 SEX M
4b EXP 01/14/2028
16 HGT 6'-02"
12 REST NONE
9a END A
4a ISS 01/09/2020
5 DD H722001090103
Operation of a motor vehicle constitutes consent to any sobriety test required by law.


The State of Florida retains all property rights herein.
011459
Rev.
05/01/2019
21
01004265590
19323
1845
Florida
CLASS: A - Any Tractor/Trailer with a GVWR of 26,001 lbs. or more
REST: None
END: A-MTRCL Also
REPLACEMENT LICENSE REQUIRED WITHIN 30 DAYS OF ADDRESS OR NAME CHANGE.
WWW.FLHSMV.GOV

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
825 8th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Vero Beach, FL 32962

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
6	5	–	0	2	8	4	2	4	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** Timothy Rose | **Date ▶** 12/08/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2024-016**
Mandatory Site-Visit: **N/A**	**Bid Title: KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE**
Mandatory Site-Visit Location: **N/A**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, TUESDAY, FEBRUARY 20, 2024**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: CK CONTRACTORS AND DEVELOPMENT, LLC **Mailing Address:** 1100 TECHNOLOGY PLACE, SUITE 122	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ **Authorized Signature (Manual)**
City, State, Zip Code: WEST PALM BEACH, FL. 33407	**Typed or Printed Name:** WILLIAM GEORGE
Type of Entity (Select one): Corporation _____ Partnership X Proprietorship _____	**Title:** MANAGING MEMBER
Incorporated in the State of: FLORIDA **Year:** 2016	**Delivery in** 30 **days, After Receipt Order**
Phone Number: 561-932-1070	**Payment Terms: Net 30 Days**
Fax Number: 561-228-8918	**FEIN or SS Number:** 47-1907367
E-Mail Address: SALLEN@CKCDLLC.COM	**Local Business:** ___Y _X_N **MWBE:** ___Y _X_N
Bid Security is attached, when required, in the amount of $ 5% OF TOTAL PRICE **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CK Contractors and Development, LLC

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

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

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

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
1100 Technology Place, Suite 122

Requester's name and address (optional)

6 City, state, and ZIP code
West Palm Beach, FL. 33407

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

4	7	–	1	9	0	7	3	6	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 2/1/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?		✓ N/A
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID _____ WILLIAM GEORGE MANAGING MEMBER

BID FORM

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

KINGS LANDING OFFI-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

NAME OF BIDDER: CK CONTRACTORS AND DEVELOPMENT, LLC

MAILING ADDRESS: 1100 TECHNOLOGY PLACE, SUITE 122, WEST PALM BEACH, FL. 33407

STREET ADDRESS: 1100 TECHNOLOGY PLACE, SUITE 122, WEST PALM BEACH, FL. 33407 (Zip Code)

PHONE NUMBER: 561-932-1070

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;
that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 4
0% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General
Condition
s.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: CK CONTRACTORS AND DEVELOPMENT, LLC
(Type or Print)

By: _____

Name: WILLIAM GEORGE

Title: MANAGING MEMBER

Dated: FEB. 19th, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____

(Signature)

(If partnership
Or individual) _____ MICHAEL SMITH
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

CUC1225211

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that CK Contractors and Development, LLC we,

_____, as Principal, and

Nationwide Mutual Insurance Company, as Surety,

are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Five Percent of the Amount Bid

_____ Dollars ($ 5%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated 02/20/ 2024, for the

Bid No. 2024-016 Kings Landing Offsite Water Main Upgrade - Avenue B and Indian River Drive

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 20th day of February, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(If individual or partnership)

MICHAEL SMITH

CHRIS HORN

PRINCIPAL

CK Contractors and Development, LLC

By: _____
(Signature)

Name: WILLIAM GEORGE

Title: MANAGING MEMBER

ATTEST (If corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

Nationwide Mutual Insurance Company

By: Lavonne Sherrod
(Signature)

Name: Lavonne Sherrod

Title: Attorney-in-Fact

(Surety Seal)

BID FORMS
Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety Nationwide Mutual Insurance Company

Mailing Address One West Nationwide Blvd. 1-14-301

Street Address Columbus, OH 43215-2220

Name and Mailing and Street Benjamin H. French

Address of Agent or c/o Waldorff Insurance, 1110 NW 6th St., Gainesville 32601-4247

Representative in Florida _____

(if different than above) _____

_____

_____

Telephone Number of Surety 614-249-1545

and Agent or Representative 352-374-7779

in Florida _____

END OF SECTION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
CHARLES MARTIN; JAMES OAKES; LAVONNE SHERROD; LEANNE HAMMONS; LINDA M HOWARD;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of February, 2024.

Assistant Secretary

BDJ 1(08-21)00

Nationwide®

Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-email to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder.
   CK CONTRACTORS AND DEVELOPMENT, LLC
2. Permanent Main Office address.
   1100 TECHNOLOGY PLACE, SUITE 122, WEST PALM BEACH, FL. 33407
3. When organized?
   2016
4. If a corporation, where incorporated?
   N/A
5. How many years have you been engaged in construction under this present firm or trade name? 8 YEARS
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)
   SEE ATTACHED
7. General character of work performed by you.
   FULL SITE CONSTRUCTION WITH EMPHASIS ON UTILITIES
8. Have you ever failed to complete any work awarded to you? If so, where and why?
   NO
9. Have you ever defaulted on a contract? If so, where and why?
   NO
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.
    SEE ATTACHED
11. List your major equipment available for this contract. SEE ATTACHED
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)
    SEE ATTACHED
13. Background and experience of the principal members of your company, including the officers. SEE ATTACHED
14. Give bank reference. JASON KENNEDY, SUNTRUST BANK BRANCH MANAGER
    561-352-2882, JASON.KENNEDY@SUNTRUST.COM
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at _____this 20th day of FEBRUARY, 2024.

Contractor:

CK CONTRACTORS AND DEVELOPMENT, LLC

By _____

WILLIAM GEORGE, MANAGING MEMBER
(Name & Title)

County of PALM BEACH
State of FLORIDA

WILLIAM GEORGE, being duly sworn, deposes and says that he is MANAGING MEMBER of CK CONTRACTORS AND DEVELOPMENT, LLC, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 20th day of FEBRUARY, 2024.

TANYA M. MARTINEZ
MY COMMISSION EXPIRES MAY 11, 2025
#HH128689
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

WILLIAM GEORGE, being first duly sworn, deposes and says:

That he/she is MANAGING MEMBER
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

CK CONTRACTORS AND DEVELOPMENT, LLC
(Firm Name)

By: _____ WILLIAM GEORGE

Title: MANAGING MEMBER

Subscribed and sworn to before me this 20th
day of FEBRUARY, 2024,

_____
Notary Public

My Commission expires: (Seal)

_____

TANYA M. MARTINEZ
MY COMMISSION EXPIRES MAY 11, 2025
#HH128689
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

END OF SECTION

PUBLIC ENTITY AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2024-016 for Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive .

2. This sworn statement is submitted by CK CONTRACTORS AND DEVELOPMENT, LLC
(name of entity submitting sworn statement)
whose business address is 1100 TECHNOLOGY PLACE, SUITE 122, WEST PALM BEACH, FL. 33407
and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1907367
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is WILLIAM GEORGE my relationship to the entity
(please print name of individual signing)
named above is MANAGING MEMBER.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____ WILLIAM GEORGE, MANAGING MEMBER

Date: 2/20/24

STATE OF FLORIDA

COUNTY OF PALM BEACH

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

WILLIAM GEORGE who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 20th day of FEB, 2024

NOTARY PUBLIC SEAL: Tanya Martinez



My commission expires: _____

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: FEBRUARY 20th, 2024

Official Address
(Including Zip Code):

1100 TECHNOLOGY PLACE, SUITE 122

WEST PALM BEACH, FL. 33407

By: _____

WILLIAM GEORGE, MANAGING MEMBER
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Bid No. 2024-016

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Seven thousand, five hundred dollars and no cents Dollars _____
(Written)

$7,500.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: CK CONTRACTORS AND DEVELOPMENT, LLC
(Company-Contractor)
By: _____
(President's Signature)
WILLIAM GEORGE, MANAGING MEMBER
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in PALM BEACH County, Florida on the 20th day of FEBRUARY, 2024.

Notary Public: _____(affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that CK CONTRACTORS AND DEVELOPMENT, LLC does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature WILLIAM GEORGE
MANAGING MEMBER

2/20/24
Date

END OF SECTION

BID RESPONSE FORM

Bid No. 2024-016

Kings Landing Off-site Water Main Upgrade – Avenue B and Indian River Drive

ITEM NO.	ITEM	QTY	UNIT	UNIT COST	COST
1	Mobilization (Water)	1	LS	$ 73,000.00	$ 73,000.00
2	Construction Layout/Record Drawings (Water)	1	LS	$ 7,040.00	$ 7,040.00
3	Maintenance of Traffic	1	LS	$ 9,170.00	$ 9,170.00
4	2" Water Service	42	LF	$ 144.00	$ 6,048.00
5	2" Poly (DR-9) Water Main	26	LF	$ 51.50	$ 1,339.00
6	6" C900 (DR-18) Water Main	70	LF	$ 38.50	$ 2,695.00
7	8" C900 (DR-18) Water Main	970	LF	$ 60.00	$ 58,200.00
8	Fire Hydrant Assembly	1	EA	$ 12,800.00	$ 12,800.00
9	2" Gate Valve	1	EA	$ 2,425.00	$ 2,425.00
10	6" Gate Valve	2	EA	$ 3,245.00	$ 6,490.00
11	8" Gate Valve	5	EA	$ 4,800.00	$ 24,000.00
12	8" Water Main Tie-In on PROPOSED Utilities at Indian River DR (2" Tapping Saddle & Valve)	1	LS	$ 5,895.00	$ 5,895.00
13	8" Water Main Tie-In at N 2ND St (8" Tapping Sleeve& Valve)	1	LS	$ 15,800.00	$ 15,800.00
14	8" Water Main Tie-In at Indian River Drive	1	LS	$ 10,300.00	$ 10,300.00
15	Fittings	1	TN	$ 34,900.00	$ 34,900.00
16	6" & 8" Bell Restraints	1	LS	$ 15,100.00	$ 15,100.00
17	6" & 8" Megalugs	1	LS	$ 29,500.00	$ 29,500.00
18	Bacteriological Sample Points	2	EA	$ 1,495.00	$ 2,990.00
19	6" CIP Pipe Removal	829	LF	$ 32.00	$ 26,528.00
20	Grout 6" HDPE Water Main (Across Indian River Drive)	60	LF	$ 61.50	$ 3,690.00
21	Thrust Block	2	EA	$ 2,515.00	$ 5,030.00
22	Dewatering	1	LS	$ 19,000.00	$ 19,000.00
23	Remove 15" PVC Sewer Pipe	40	LF	$ 159.00	$ 6,360.00
24	Plug Sewer Manhole	1	EA	$ 3,300.00	$ 3,300.00
25	Miscellaneous Restoration at service crossings (Sod, sidewalk, curb)	1	LS	$ 34,900.00	$ 34,900.00
26	Asphalt Repair	540	SF	$ 36.50	$ 19,710.00
				GRAND TOTAL	$ 436,210.00

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-016

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
N/A			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-016

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE BE AND INDIAN RIVER DRIVE

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: CK CONTRACTORS AND DEVELOPMENT, LLC

Corporate Title: _____

Address: 1100 TECHNOLOGY PLACE, SUITE 122, WEST PALM BEACH, FL. 33407

_____
(Zip Code)

By: WILLIAM GEORGE — MANAGING MEMBER
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) 561-932-1070

Fax: ( ) 561-228-8918

State License # CUC1225211 **(ATTACH COPY)**

County License # LBTR 2019112931 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: UNDERGROUND

Unlimited YES (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY,
FLORIDA

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE B AND INDIAN RIVER DRIVE

Bid No. 2024-016

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
INDIAN RIVER COUNTY UTILITIES 1801 27TH ST. VERO BEACH, FL. 32960	WABASSO SEPTIC TO SEWER PHASE 2	JOHN BOYER (FMR. UTILITY DIR)	321-288-2108
CITY OF VERO BEACH UTILITIES 1036 20TH ST. VERO BEACH, FL. 32960	MULTIPLE - ANNUAL CONTRACT	ARJUNA WERAGODA	772-978-5205
CITY OF ROCKLEDGE 1600 HUNTINGTON LN. ROCKLEDGE, FL. 32955	ROCKLEDGE FORCE MAIN PINE INDUSTRIAL	DR. BRENDA FETTROW	321-221-7540
BREVARD COUNTY UTILITIES 2725 JUDGE FRAN JAMIESON WAY MELBOURNE, FL. 32940	INDIAN RIVER ISLES SEPTIC TO SEWER	OWEN CALLARD	321-243-8939

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: KINGS LANDING OFF-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

Bid No.: 2024-016

Project Description: Replacing an existing 6-inch cast iron water main with a new 8-inch PVC water main to include services, fire hydrants, valves and appurtenances on Avenue B and Indian River Drive per the construction plans.

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: CK CONTRACTORS AND DEVELOPMENT, LLC

Authorized Signature: _____

Title: WILLIAM GOERGE, MANAGING MEMBER

Date: 2/20/24

END OF SECTION

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

GEORGE, WILLIAM CARROLL

CK CONTRACTORS AND DEVELOPMENT, LLC
1100 TECHNOLOGY PLACE SUITE 122
WEST PALM BEACH FL 33407

LICENSE NUMBER: CUC1225211

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
1100 TECHNOLOGY PLACE Ste 122
WEST PALM BCH, FL 33407

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LAND DEVELOPER	CK CONTRACTORS AND DEVELOPMENT LLC		B23.717082 09/08/2023	$236.25	B40158878

This document is valid only when receipted by the Tax Collector's Office.

CK CONTRACTORS AND DEVELOPMENT LLC
CK CONTRACTORS AND DEVELOPMENT LLC
1100 TECHNOLOGY PLACE
WEST PALM BEACH FL 33407

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2019112931
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
1100 TECHNOLOGY PLACE Ste 122
WEST PALM BCH, FL 33407

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	CK CONTRACTORS AND DEVELOPMENT LLC	CUC1225211	B23.717101 09/08/2023	$99.00	B40163977

This document is valid only when receipted by the Tax Collector's Office.

CK CONTRACTORS AND DEVELOPMENT LLC
CK CONTRACTORS AND DEVELOPMENT LLC
1100 TECHNOLOGY PL
WEST PALM BEACH FL 33407-4634

2 - 488

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2019120730
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

2023 - 2024

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
183881

THE PERSON(S), OR ENTITY BELOW:
CK CONTRACTORS AND DEVELOPMENT LLC
2825 BUSINESS CENTER BLVD STE A4
MELBOURNE, FL 32940

BUSINESS PERIOD: **October 01, 2023 - September 30, 2024**
EXPIRES: **SEPTEMBER 30, 2024**

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

DBA

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

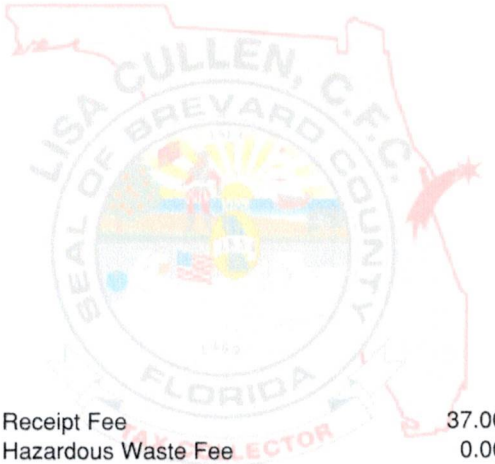
LOCATION:
2825 BUSINESS CENTER BLVD STE A4
MELBOURNE, FL 32940

OWNED BY:
CK CONTRACTORS AND DEVELOPMENT LLC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
300750	UNDERGROUND UTILITY CONTR.
255	ZONING RESTRICTIONS APPLY-ZUP



Receipt Fee	37.00
Hazardous Waste Fee	0.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 000-23-00304248 07/05/2023 37.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

CITY OF WEST PALM BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

WEST PALM BEACH
Development Services

Attached is your 2023-2024 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

Business Tax Receipt: This document, based on the business category codes listed below, is your Business Tax Receipt. THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).

Certificate of Use: A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

Sidewalk Café Permit: A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

Extended Hours Alcohol Permit: An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 EMAIL businesstax@wpb.org HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

WEST PALM BEACH
Development Services

CITY OF WEST PALM BEACH

2023 to 2024 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000049248
CK CONTRACTOR & DEVELOPMENT LLC
1100 W TECHNOLOGY PL # 122

UNDERGROUND CONSTRUCTION
CUC1225211

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
92677	239999	REGISTRATION CONSTRUCTION RELATED BUS	69.46

EXPIRES SEPTEMBER 30, 2024

THIS DOCUMENT NOT VALID UNTIL FUNDS ARE COLLECTED

TOTAL➡ 69.46

** PAID 69.46 ** BAL ** 0.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2022

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

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

PRODUCER Brown & Brown Insurance 208 North Mill St Pryor OK 74361	CONTACT NAME: Tamara Smith PHONE (A/C, No, Ext): (918) 825-3295 FAX (A/C, No): (888) 296-5431 E-MAIL ADDRESS: tamara.smith@bbrown.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hudson Insurance Company		25054
INSURED CK Contractors and Development LLC 1100 Technology Place, Ste 122 West Palm Beach FL 33407	INSURER B: Hudson Excess Insurance Company		14484
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 22-23 CKFL Certs **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 [ ] PRO-JECT [ ] LOC [ ] OTHER:			NACL01093-05	03/31/2023	03/31/2024	EACH OCCURRENCE	$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 10,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 10,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			NACL01093-05	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 10,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NAE-1161-03	03/31/2023	03/31/2024	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		OBHP251684553	03/31/2023	03/31/2024	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 5,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000

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

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD



CK CONTRACTORS AND DEVELOPMENT, LLC SOUTH FLORIDA

COMPANY PROFILE

MELBOURNE
2825 BUSINESS CENTER BLVD. SUITE A-4
MELBOURNE, FL. 32940
321-622-6674

WEST PALM BEACH
1100 TECHNOLOGY PLACE, SUITE 122
WEST PALM BEACH, FL. 33407
561-932-1070

CK
CONTRACTORS & DEVELOPMENT

EXPERIENCE IS OUR FOUNDATION

For years, CK Contractors has been a reliable partner for South Florida developers and municipalities. As the local communities have grown, our team has grown as well to become one of the leading contractors in the area for site development and heavy civil. From clearing to mass earthwork, underground utilities, concrete and paving, we provide a full range of services to complete your site development objectives.

MEET THE FLORIDA TEAM

WILLIAM GEORGE

// Managing Member

Bringing 20 years of construction and real estate industry experience to the table, William is responsible for the management and strategic direction of the company. These responsibilities include the initiation of business development, the composition of key personnel in addition to general resource utilization.

BOBBY BURNS, JR.

// Vice President – Florida Operations

Bobby has been the go-to guy for South Florida site development for over 20 years. His projects are varied and diverse and include small repair jobs up to multimillion dollar developments. Bobby is an expert in civil utilities and has proven to be the most straightforward and reliable name in underground. Bobby has seen it all, and brings his extensive experience to every job, large or small.

PAUL KING

// Director of Estimating

With over 20 years of experience in civil estimating, Paul has streamlined the bidding process at CK Contractors to produce thorough, accurate and cost-conscious proposals for our clients. With Paul at the head, the CK Estimating Team has made a name for themselves as leaders in both site development and municipal bidding.

STEVE SEITER

// Project Manager

A true believer in a win/win situation for contractors and owners, Steven leads projects with an emphasis on completion ahead of schedule and under budget. Using a partnership approach, Steven has been cultivating successful construction projects for over a decade. Pairing field experience with formal education, Steven is the ideal liaison between stake holders and construction personnel.

SCOTT GATRELL

// General Superintendent

Scott Gatrell has overseen all facets of construction projects and has the knowledge and experience to manage the day-to-day operation for all CK South Florida crews. Scott will ensure any type of job is done quickly and to the standards of all local municipalities. OSHA 10, Fall Protection, Confined Space, Excavation and Trench Safety, First Aid/CPR certified.

CK
CONTRACTORS & DEVELOPMENT

SERVICE IS OUR PRODUCT

CK provides a wide range of services for your development needs. Integral to these services are COMMUNICATION, RELATIONSHIPS, COORDINATION and TECHNOLOGY.

Communication with Owners

- **Structured processes to deliver schedule updates**
- **Coordination with the Authority Having Jurisdiction (AHJ) for inspections & approvals**
- **Work scope modifications – minimizing change orders**
- **Proactive approach to anticipate problems before they arise**
- **Speedy conflict resolution to keep activities moving towards completion**

Trusted Relationships

- **Establishing and maintaining trust with the client through clear and direct communication to ensure projects run smoothly and efficiently**
- **Always working to instill confidence in our clients through the quality of workmanship**

Coordination with Engineers

- **Our managers have the skill set to properly interpret the engineer's design and construct the desired final product.**
- **Work hand-in-hand with engineers to improve and facilitate constructability. 2D paper rarely translates into a 3D project without constraints or obstacles that have to be resolved. We assist in the review of each design to produce accurate cost estimates.**

Sophisticated Technology

- **Modern software to analyze and interpret data and plans**
- **GPS equipment, In-House Survey team with GPS Rovers, and Lidar Drone Flight System to continuously track productions and quantities for owner**

EXPERIENCE IS OUR FOUNDATION.
SERVICE IS OUR PRODUCT.
TRUSTED RELATIONSHIPS
ARE WHAT WE BUILD.

CK CONTRACTORS AND DEVELOPMENT, LLC



Nationwide
is on your side

7 World Trade Center
250 Greenwich Street
37th Floor
New York, NY 10007

Tel: 212-329-7746

November 9, 2023

RE: CK Contractors and Development, LLC

To Whom it May Concern,

Nationwide Mutual Insurance Company is the surety for CK Contractors and Development, LLC, and we hold them in the highest regard and recommend them to you without hesitation.

Normal single job and aggregate limits for CK Contractors and Development, LLC are $20,000,000 and $80,000,000 respectively. However, upon request, we would positively consider single job and aggregate limits of $30,000,000 and $100,000,000 respectively.

Issuance of the bonds is subject to application of Nationwide's usual and customary underwriting standards and risk selection criteria, including satisfactory contract terms and conditions, satisfactory bond forms, and receipt and satisfactory review of current underwriting information from our client, evidence of adequate owner financing and the appropriate request form from our contractor for us to provide the bonds.

This letter does not constitute an assumption of liability. The issuance of bonds in connection with this Project is a matter solely between Nationwide and the Contractor. We assume no liability to you or any third party by the issuance of this letter.

Nationwide Mutual Insurance Company has a Treasury listing of over $1,000,000,000. Nationwide Mutual Insurance Company maintains an "A+" rating and a financial category size of XV by A.M. Best, and the company is licensed to do business in all fifty states.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Nicole J. Wilkins
Senior Contract Surety Underwriter
Nationwide Mutual Insurance Company

INDIVIDUAL ACKNOWLEDGEMENT(S)

State of OHIO

County of HAMILTON

On this 9th day of NOV, 2023 personally came before me, Nicole J. Wilkins to me known to be the individual(s) who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Shannell Smith (SEAL)
Notary Public
My Comiision Expires 8-15-2027

SHANNELL SMITH
Notary Public, State of Ohio
My Commission Expires
08/15/2027

PROJECT REFERENCES

Project Name: Indian River Isles Septic to Sewer
Location: Rockledge, FL
Description of Work: Convert existing septic sewer to gravity sewer system for three neighborhoods.
Date of Contract: 8/24/2021
Contract Award Amount: $8,549,672
Contact Person: Owen Callard, Brevard County Utility Services Department
Telephone Number: 321-243-8939
E-mail Address: owen.callard@brevardfl.gov

Project Name: Rockledge Force Main
Location: Rockledge, FL.
Description of Work: Removal & Replacement of existing 10-inch sanitary Force Main.
Date of Contract: 3/17/2022
Contract Award Amount: $571,454
Contact Person: Dr. Brenda Fettrow
Telephone Number: 321-221-7540
E-mail Address: bfettrow@cityofrockledge.org

Project Name: Indian River County – Annual Labor Contract for Installation/Replacement/Extensions of Water, Sewer, and Reclaimed Water Lines and Miscellaneous
Location: Indian River County, FL.
Description of Work: Repair, maintain, and new construction for all utility work for Indian River County
Date of Contract: 7/7/2022
Contract Award Amount: Ongoing, Per PO
Contact Person: Duke Hawkins
Telephone Number: (772) 532-7478
E-mail Address: dukeh@ircgov.com

Project Name: Pine Industrial Force Main
Location: Rockledge, FL.
Description of Work: Installation of Force Main and associated valves
Date of Contract: June 21st, 2022
Contract Award Amount: $597,784
Contact Person: Dr. Brenda Fettrow
Telephone Number: 321-221-7540
E-mail Address: bfettrow@cityofrockledge.org

CK JOB NO	JOB NAME	CONTRACT AMT	ANTICIPATED COMP. DATE
5095	Conchy Joes	$ 1,157,000	Jan-24
5194	COVB - Conn Beach Boardwalk Restoration	$ 250,000	Jan-24
5102	Indian River Isles Septic to Sewer	$ 8,549,672	Feb-24
5120	Hampton Park	$ 7,640,634	Feb-24
5188	Howard Park - Tennis Center	$ 99,136	Feb-24
5178	Lift Station 17 - Melbourne	$ 949,856	Apr-24
5160	Lift Station 40 - Melbourne	$ 1,137,311	Mar-24
5134	Silver Oaks	$ 16,133,178	Apr-25
	Indian River County - Annual Service Contract	-	Year 5 of 5 Year Contract
	City of Vero Beach - Annual Service Contract	-	Year 2 of 3 Year Contract
	City of Rockledge - Annual Service Contract	-	Year 2 of 3 Year Contract
	City of Cocoa Beach - Annual Service Contract	-	Year 2 of 3 Year Contract

Equipment Listing Report

Equipment	Year, Make, Model	Odometer	Vehicle #	VIN #	Type	Color
CK1110 - 2010 Ford F-250 King Ranch	2010 Ford F-250 King Ranch	202,800	CK1110	1FTSW2BR9AEA92535	Pick up Truck	
CK1120 - 2014 Chevy 2500	2014 Chevy 2500	225,001	CK1120	1GC0KVCG4EF179390	Pick up Truck	White
CK1133 - 2016 Chevy 1500 CREW CAB	2016 Chevy 1500 Double Cab	210,886	CK1133	1GCVKNECXGZ144046	Pick up Truck	
CK1142 - 2017 Chevy 1500 CREW CAB	2017 Chevy 1500 CREW CAE	169,122	CK1142	1GCVKNEC3HZ232552	Pick up Truck	
CK1158 - 2016 Ford F-250 4WD	2016 Ford F-250 4WD	178,822	CK1158	1FT7W2B64GED36323	Pick up Truck	
CK1159 - 2016 Ford F-250 4WD	2016 Ford F-250 4WD	141,614	CK1159	1FT7W2B69GEC01077	Pick up Truck	
CK1162 - 2017 Ford F-250	2017 Ford F-250	182,047	CK1162	1FT7W2B6XHEB67720	Pick up Truck	
CK1163 - 2017 Ford F-250	2017 Ford F-250	187,843	CK1163	1FT7W2B60HEF31188	Pick up Truck	
CK1164 - 2017 Ford F-250	2017 Ford F-250	129,218	CK1164	1FT7W2B69HEF31187	Pick up Truck	
CK1165 - 2012 Ford F-350	2012 Ford F-350	315,996	CK1165	1FDRF3H66CEA85865	Pick up Truck	White
CK1167 - 2019 Ford F-350	2019 Ford F-350 4WD	112,126	CK1167	1FD8W3HT9KED87831	Pick up Truck	White
CK1168 - 2019 Ford F-350	2019 Ford F-350 4WD	83,663	CK1168	1FD8W3HT8KED71796	Pick up Truck	White
CK1174 - 2019 Ford F550	2019 Ford F550	71,351	CK1174	1FDUF5HT9KEG12078	Pick up Truck	White
CK1177 - 2021 Ford F-350	2021 Ford F-350	85,348	CK1177	1FT8W3BT1MEE04072	Pick up Truck	Black
CK1181 - 2022 Ford F-350 4WD	2022 Ford F-350 4WD	44,998	CK1181	1FD8W3HT4NED19179	Pick up Truck	
CK1183 - 2022 Ford F-150	2022 Ford F-150	57,553	CK1183	1FTFW1E59NFA22683	Pick up Truck	White
CK1184 - 2022 Ford F-150	2022 Ford F-150	72,309	CK1184	1FTFW1E59NFA02692	Pick up Truck	White
CK1191 - 2022 Ford F250 4WD	2022 Ford F250 4WD	44,875	CK1191	1FT7W2BN7NEE25534	Pick up Truck	
CK1193 - 2022 Chevrolet 2500	2022 Chevrolet 2500	62,500	CK1193	1GC5YLE74NF116280	Pick up Truck	
CK1194 - 2022 Ford F150	2022 Ford F150	17,122	CK1194	1FTEW1EP1NKD97746	Pick up Truck	
CK1195 - 2023 Ford F-150 Crew Cab	2023 Ford F-150 Crew Cab	22,967	CK1195	1FTEW1EP7PKE08042	Pick up Truck	
CK1196 - 2023 Ford F-150 Crew Cab	2023 Ford F-150 Crew Cab	16,737	CK1196	1FTEW1EP4PKE08225	Pick up Truck	
CK1199 - 2024 Chevrolet 3500 CREW C/	2024 Chevrolet 3500 CREW C	0	CK1199	1GB4YSEY4RF261294	Pick up Truck	
CK1200 - 2024 Chevrolet 3500 CREW C/	2024 Chevrolet 3500 CREW C	0	CK1200	1GB4YSEY7RF232081	Pick up Truck	
CK2242 - John Deere 650K	2019 John Deere 650K	3,249	CK2242	1T0650KKCKF359053	DOZER	
CK2250 - 2021 John Deere 700L	2021 John Deere 700L	3,180	CK2250	1T0700LXCMF394751	DOZER	Yellow
CK2258 - John Deere 650K	2021 John Deere 650K	1,902	CK2258	394976	DOZER	
CK2265 - 2023 Komatsu D61PXI-24	2023 Komatsu D61PXI-24	1,473	CK2265	B66002	DOZER	
CK3232 - 2015 John Deere 624KTC Whe	2015 John Deere 624KTC Wh	8,544	CK3232	1DW624KTTFF671231	Loader	
CK3248 - 2019 Komatsu WA320-8	2019 Komatsu WA320-8	6,002	CK3248	A38599	Loader	
CK3249 - 2018 Bobcat T-740	2018 Bobcat T-740	3,755	CK3249	B3CA14752	Skidsteer	
CK3252 - 2003 CAT	2003 CAT Forklift	9,361	CK3252		Forklift	
CK3253 - 2006 VOLVO L70E	2006 VOLVO L70E	2,930	CK3253	L70EV60783	Loader	
CK3254 - 2014 VOLVO L60G	2014 VOLVO L60G	8,353	CK3254	L60G 611098	Loader	

Equipment	Year, Make, Model	Odometer	Vehicle #	VIN #	Type	Color
CK3258 - 2019 John Deere 524LT	2019 John Deere 524LT	4,773	CK3258	JKF699880	Loader	Yellow
CK3259 - 2019 John Deere 524LT	2019 John Deere 524LT	5,712	CK3259	1DW524LTHKF700341	Loader	
CK3267 - John Deere 624L	2019 John Deere 624L	5,772	CK3267	1DW624LZLKF696878	Loader	
CK3270 - 2021 John Deere 624P	2021 John Deere 624P	3,877	CK3270	Z11711	Loader	
CK3271 - 2021 John Deere 624L	2021 John Deere 624L	2,902	CK3271	1DW624LZCMF709958	Loader	
CK3272 - 2022 Bobcat T-770 T4	2022 Bobcat T-770 T4	2,070	CK3272	AT6331290	Skidsteer	
CK3273 - 2021 John Deere 331G	2021 John Deere 331G	1,810	CK3273	1T0331GKHMF404024	Skidsteer	
CK3274 - 2021 John Deere 331G	2021 John Deere 331G	3,127	CK3274	1T0331GKJMF397388	Skidsteer	
CK4301 - 2018 Hitachi 245	2018 Hitachi 245	6,031	CK4301	HCMDFD60K00700202	Excavator	
CK4302 - 2018 John Deere 50G	2018 John Deere 50G	3,862	CK4302	286501	Excavator	
CK4303 - 2013 VOLVO EC250DL	2013 VOLVO EC250DL	11,532	CK4303	210322	Excavator	
CK4304 - 2008 IHI 35N2 MINI EX	2008 IHI 35N2 MINI EX	1,884	CK4304	WM002568	Excavator	
CK4306 - 2016 VOLVO EC350EL	2016 VOLVO EC350EL	8,537	CK4306	EC350E310271	Excavator	
CK4307 - Komatsu PC400	Komatsu PC400	16,851	CK4307	KMTPC141J02060024	Excavator	
CK4311 - 2019 Hitachi 300LC	2019 Hitachi 300LC	4,182	CK4311	1FFDDP70CKF840560	Excavator	Orange
CK4326 - John Deere 350G	2018 John Deere 350G	5,169	CK4326	1FF350GXTJF812408	Excavator	
CK4332 - 2021 John Deere 85G	2021 John Deere 85G	1,927	CK4332	1FF085GXCMJ022657	Excavator	
CK4333 - 2021 John Deere 135G Excava	2021 John Deere 135G Excav	2,362	CK4333	1FF135GXCMF502591	Excavator	
CK4334 - 2020 John Deere 350G	2020 John Deere 350G	4,505	CK4334	1FF350GXJLF814845	Excavator	
CK4341 - 2022 John Deere 85G	2022 John Deere 85G	2,182	CK4341	1FF085GXEMJ023225	Excavator	
CK4342 - 2021 John Deere 85G	2021 John Deere 85G	1,873	CK4342	1FF085GXCMJ023436	Excavator	
CK4349 - 2019 John Deere 310L EP	2019 John Deere 310L EP	343	CK4349	1T0310SLHNF425506	Backhoe	
CK5467 - 2021 John Deere 310E	2021 John Deere 310E	4,024	CK5467	709515	OFF ROAD DU	Yellow
CK5468 - 2021 John Deere 310E	2021 John Deere 310E	4,098	CK5468	709579	OFF ROAD DU	Yellow
CK6303 - Noram 65E	Noram 65E	5,229	CK6303	65ET9409	Motor Grader	
CK6307 - 2007 Laymor 8HC	2007 Laymor 8HC	1,867	CK6307	29620	Sweeper	
CK6311 - Leeboy G700	Leeboy G700	2,489	CK6311	137360	Motor Grader	
CK6315 - Terramite TSS38	Terramite TSS38	818	CK6315	051899	Sweeper	
CK6316 - John Deere 6130M	John Deere 6130M	1,242	CK6316	1L06130MUMG100434	Tractor	
CK7047 - 1998 Interstate Tilt Top 46TDL	1998 Interstate Tilt Top 46TDL	0	CK7047	1JKTDL468WA000481	Trailer	
CK7073 - Trailer 22' Towing Trailer 8x16	Trailer 22' Towing Trailer 8x1(	0	CK7073	1BM1C252XBAL10426	Trailer	
CK7074 - Trailer 12' Single Axle	Trailer 12' Single Axle	0	CK7074	Jason Lynn - AJ registered	Trailer	
CK7078 - 2006 HURR Enclosed Trailer	2006 HURR Enclosed Trailer	0	CK7078	53KH61226BF001824	Trailer	
CK7081 - 2003 Cros 30' Trailer	2003 Cros 30' Trailer	0	CK7081	5MWCR82573S001412	Trailer	
CK7082 - 2016 JLG 7610 Double Axle	2016 JLG 7610 Double Axle	0	CK7082	0050007508	Trailer	
CK7083 - 2022 Eager Beaver GECI 12HI	2022 Eager Beaver GECI 12H	0	CK7083	112HCP313NL085688	Trailer	
CK7084 - 2019 Multiquip 500 Gal WT5C	2019 Multiquip 500 Gal WT5C	0	CK7084	26278	Trailer	

Equipment	Year, Make, Model	Odometer	Vehicle #	VIN #	Type	Color
CK7085 - 2007 BEBU Double Axle	2007 BEBU Double Axle	0	CK7085	4MNDP252071000620	Trailer	
CK7088 - 2023 Eager Beaver 25XPL	2023 Eager Beaver 25XPL	0	CK7088	112HBX38XRL087301	Trailer	
CK8810 - 2020 Bomag BPR 60/65	2020 Bomag BPR 60/65	0	CK8810	101695361161	Plate Tamp	
CK8811 - 2020 Bomag BPR 60/65	2020 Bomag BPR 60/65	0	CK8811	101695401017	Plate Tamp	
CK8812 - 2020 Bomag BPR 60/65	2020 Bomag BPR 60/65	0	CK8812	101695351015	Plate Tamp	
CK8834 - 2014 Bomag BW124PDH-4	2014 Bomag BW124PDH-4	1,127	CK8834	901581391121	COMPACTION	
CK8836 - Bomag BW124PDH-4	Bomag BW124PDH-4	1,272	CK8836	901581391122	COMPACTION	
CK8837 - SAKAI SV412D	SAKAI SV412D	2,199	CK8837	3SV50-50221	COMPACTION	
CK8838 - 2017 WACKER RD 12A-90 Do	2017 WACKER RD 12A-90 D(	863	CK8838	24347851	COMPACTION	
CK8839 - 2016 Hamm H5I Single Drum F	2016 Hamm H5I Single Drum	0	CK8839	H2220712	COMPACTION	
CK8843 - 2021 Bomag 66" Single Drum F	2021 Bomag 66" Single Drum	1,407	CK8843	101587291146	COMPACTION	
CK8910 - THOMPSON WELL POINT 12I	THOMPSON WELL POINT 1	5,613	CK8910	S/N V-411	Pump	
CK8911 - THOMPSON WELL POINT 12I	THOMPSON WELL POINT 1	15,707	CK8911	SN V-1239	Pump	
CK8912 - THOMPSON WELL POINT 12I	THOMPSON WELL POINT 1	3,483	CK8912	S/N V-1020	Pump	
CK8913 - THOMPSON JET PUMP	THOMPSON JET PUMP	670	CK8913	S/N 4J-232 Eng Tag 4DZXL065042	Pump	
CK8914 - HOLLAND JET PUMP J4-D404	HOLLAND JET PUMP J4-D4(	2,332	CK8914		Pump	
CK8915 - HOLLAND JET PUMP J4-D404	HOLLAND JET PUMP J4-D4(	2,512	CK8915		Pump	
CK8916 - Sullair 185 Pull Behind	Sullair 185 Pull Behind	2,501	CK8916	200610060039	COMPRESSOF	
CK8917 - THOMPSON WELL POINT 12I	THOMPSON WELL POINT 1	2,464	CK8917	3046IFN	Pump	
CK8918 - THOMPSON WELL POINT 12I	THOMPSON WELL POINT 1	30,081	CK8918	S-663	Pump	
CK8920 - 2000 THOMPSON WELL POIN	2000 THOMPSON WELL POI	15,686	CK8920	05-1588	Pump	
CK8921 - 2015 Light TowerMagnum Pro	2015 Light TowerMagnum Pro	3,498	CK8921	SN-1503570	Light Tower	
CK8924 - 2022 THOMPSON WELL POIN	2022 THOMPSON WELL POI	4,172	CK8924	V-1692	Pump	
CK8925 - 2022 THOMPSON WELL POIN	2022 THOMPSON WELL POI	3,477	CK8925	V-1693	Pump	
CK8928 - Primax CP220	Primax CP220 8"	0	CK8928	1555407	Pump	
CK8929 - Primax CP150	Primax CP150 6"	0	CK8929	PE4045U149063	Pump	
CK9090 - 2016 International 4300 Water	2016 International 4300 Water	38,120	CK9090	1HTMMMMN9GH433351	2 Ton Truck/Tra	
CK9132 - 2015 MACK GU813	2015 MACK GU813	349,122	CK9132	1M2AX13C3FM027380	2 Ton Truck/Tra	

Total equipment listed = 99

ACTIVE JOBS - AS OF 2/20/24

CK JOB NO	JOB NAME	CONTRACT AMT	ANTICIPATED COMP. DATE
5095	Conchy Joes	$ 1,157,000	Jan-24
5194	COVB - Conn Beach Boardwalk Restoration	$ 250,000	Jan-24
5102	Indian River Isles Septic to Sewer	$ 8,549,672	Feb-24
5120	Hampton Park	$ 7,640,634	Feb-24
5188	Howard Park - Tennis Center	$ 99,136	Feb-24
5178	Lift Station 17 - Melbourne	$ 949,856	Apr-24
5160	Lift Station 40 - Melbourne	$ 1,137,311	Mar-24
5134	Silver Oaks	$ 16,133,178	Apr-25
	Indian River County - Annual Service Contract	-	Year 5 of 5 Year Contract
	City of Vero Beach - Annual Service Contract	-	Year 2 of 3 Year Contract
	City of Rockledge - Annual Service Contract	-	Year 2 of 3 Year Contract
	City of Cocoa Beach - Annual Service Contract	-	Year 2 of 3 Year Contract

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

April 16, 2024

Email: rkcontractors20@gmail.com

R.K. Contractors, Inc
1720 Copenhaver Road
Fort Pierce, FL 34945
Attn: Randy Bowers, President

RE: Bid No. 2024-016 - Kings Landing Offsite Water Main Upgrade-
Avenue B & Indian River Drive
Extension of Bid Notification

Dear Mr. Bowers:

The City of Fort Pierce is requesting an extension of sixty (60) days to complete the evaluation of the proposal submitted by your firm. With this extension all proposals **will be valid through June 28, 2024.**

Your signature in the space provided below will constitute your acceptance of this extension. Acceptance of this extension must be signed, dated, and returned via email, to purchasing@cityoffortpierce.com on or before 5:00PM, **Tuesday, April 23, 2024**.

Thank you for your cooperation and understanding.

Sincerely,
Monica Gonzales
Monica Gonzales
Purchasing Specialist

ACCEPTED BY:

Signature

Devin Wheaton
Print

04/19/24
Date

/mg

cc: Jack Andrews, City Engineer
Lugey Dawson, Supervising Engineer FPUA

4/19/24

Bid No. 2024-016-Kings Landing Offsite Water Main Upgrade-
Avenue B & Indian River Drive
Extension Of Bid Notification Addendum

Dear Monica,

Please accept this as an addendum to the bid review extension request for the above referenced project. R.K. Contractors agrees to the extension request to be valid through 6/28/24. Material pricing will be evaluated at that time and any material escalations at that time will be passed to the City of Ft. Pierce. R.K. Contractors agree to hold all labor pricing to the rates included in our proposal.

Sincerely,
Devin Wheaton

Vice President
R.K. Contractors

Kings Landing Off-site Water Main Upgrade – Avenue B and Indian River Drive

ITEM NO.	ITEM	QTY	UNIT	UNIT COST	COST
1	Mobilization (Water)	1	LS	$15,000.00	$15,000.00
2	Construction Layout/Record Drawings (Water)	1	LS	$14,025.00	$14,025.00
3	Maintenance of Traffic	1	LS	$10,620.00	$10,620.00
4	2" Water Service	42	LF	$190.00	$7,980.00
5	2" Poly (DR-9) Water Main	26	LF	$65.00	$1,690.00
6	6" C900 (DR-18) Water Main	70	LF	$56.00	$3,920.00
7	8" C900 (DR-18) Water Main	970	LF	$65.00	$63,050.00
8	Fire Hydrant Assembly	1	EA	$14,132.00	$14,132.00
9	2" Gate Valve	1	EA	$1,100.00	$1,100.00
10	6" Gate Valve	2	EA	$2,842.00	$5,684.00
11	8" Gate Valve	~~5~~ 4	EA	$3,700.00	$18,500.00 $14,800 (W)
12	8" Water Main Tie-In on PROPOSED Utilities at Indian River DR (2" Tapping Saddle & Valve)	1	LS	$7,500.00	$7,500.00
13	8" Water Main Tie-In at N 2ND St (8" Tapping Sleeve& Valve)	1	LS	$8,200.00	$8,200.00
~~14~~	~~8" Water Main Tie-In at Indian River Drive~~	1	LS	~~$8,200.00~~	~~$8,200.00~~ (D)
15	Fittings	1	TN	$27,888.00	$27,888.00
16	6" & 8" Bell Restraints	1	LS	$14,246.28	$14,246.28
17	6" & 8" Megalugs	1	LS	$11,500.00	$11,500.00
18	Bacteriological Sample Points	2	EA	$1,720.00	$3,440.00
19	6" CIP Pipe Removal	829	LF	$22.00	$18,238.00
~~20~~	~~Grout 6" HDPE Water Main (Across Indian River Drive)~~	60	LF	~~$80.00~~	~~$4,800.00~~ (D)
21	Thrust Block	2	EA	$2,250.00	$4,500.00
22	Dewatering	1	LS	$10,100.00	$10,100.00
23	Remove 15" PVC Sewer Pipe	40	LF	$165.00	$6,600.00
24	Plug Sewer Manhole	1	EA	$2,500.00	$2,500.00
25	Miscellaneous Restoration at service crossings (Sod, sidewalk, curb)	1	LS	$15,000.00	$15,000.00
26	Asphalt Repair	540	SF	$30.00	$16,200.00
				GRAND TOTAL	$314,613.28

$297,913.28

* PER CITY OF FT. PIERCE, ITEMS 14 & 20 WILL BE REMOVED & INCLUDED IN THE INDIAN RIVER DRIVE PROJECT SCOPE.

03/26/24

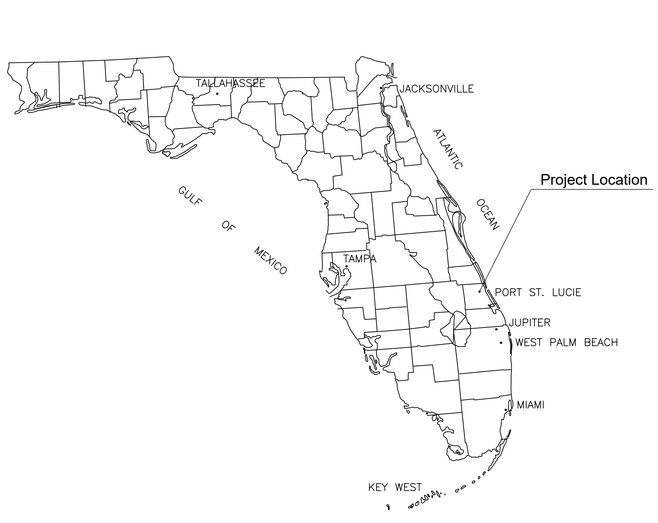
CONSTRUCTION PLANS AND SPECIFICATIONS

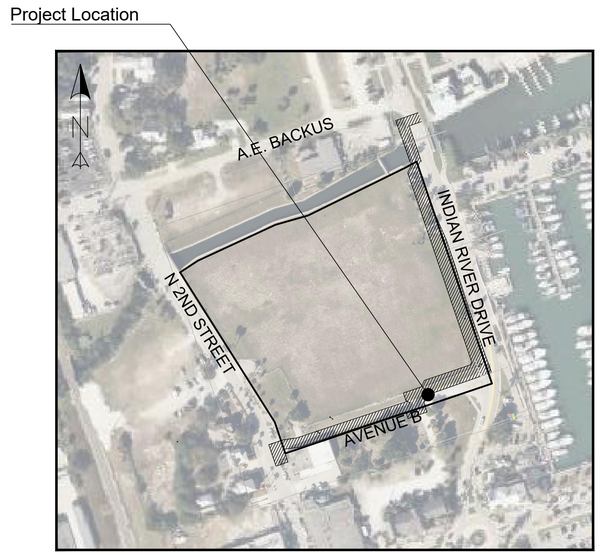
FOR

KINGS LANDING
OFF-SITE FPUA UTILITY UPGRADES

SECTION 10, TOWNSHIP 35S, RANGE 40E
FORT PIERCE, FLORIDA

LOCATION MAP





VICINITY MAP

SCALE 1:150

INDEX OF SHEETS

1. COVER
2. KEY SHEET
3. FPUA - PROFILES-AVENUE B
4. FPUA - PROFILES-AVENUE B
5. FPUA - PROFILES-INDIAN RIVER DRIVE
6. FPUA - PROFILES-INDIAN RIVER DRIVE
7. FPUA - PROFILES-INDIAN RIVER DRIVE
8. FPUA DETAILS
9. FPUA DETAILS
10. FPUA DETAILS
11. SPECIFICATIONS

HD KING-KINGS LANDING - OFF-SITE CONSTRUCTION PLANS 18SEPTEMBER2023 #19-361

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INTERIOR DESIGNERS

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PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
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SURVEY NOTES:

ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) AND ARE GIVEN IN U.S. SURVEY FEET. NGVD29 = NAVD88 + 1.475'

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DAVID C. BAGGETT LICENSE No. 81375 STATE OF FLORIDA PROFESSIONAL ENGINEER
DAVID C. BAGGETT, P.E. (DATE)
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

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Date: 2023.10.10 13:38:51 -04'00'

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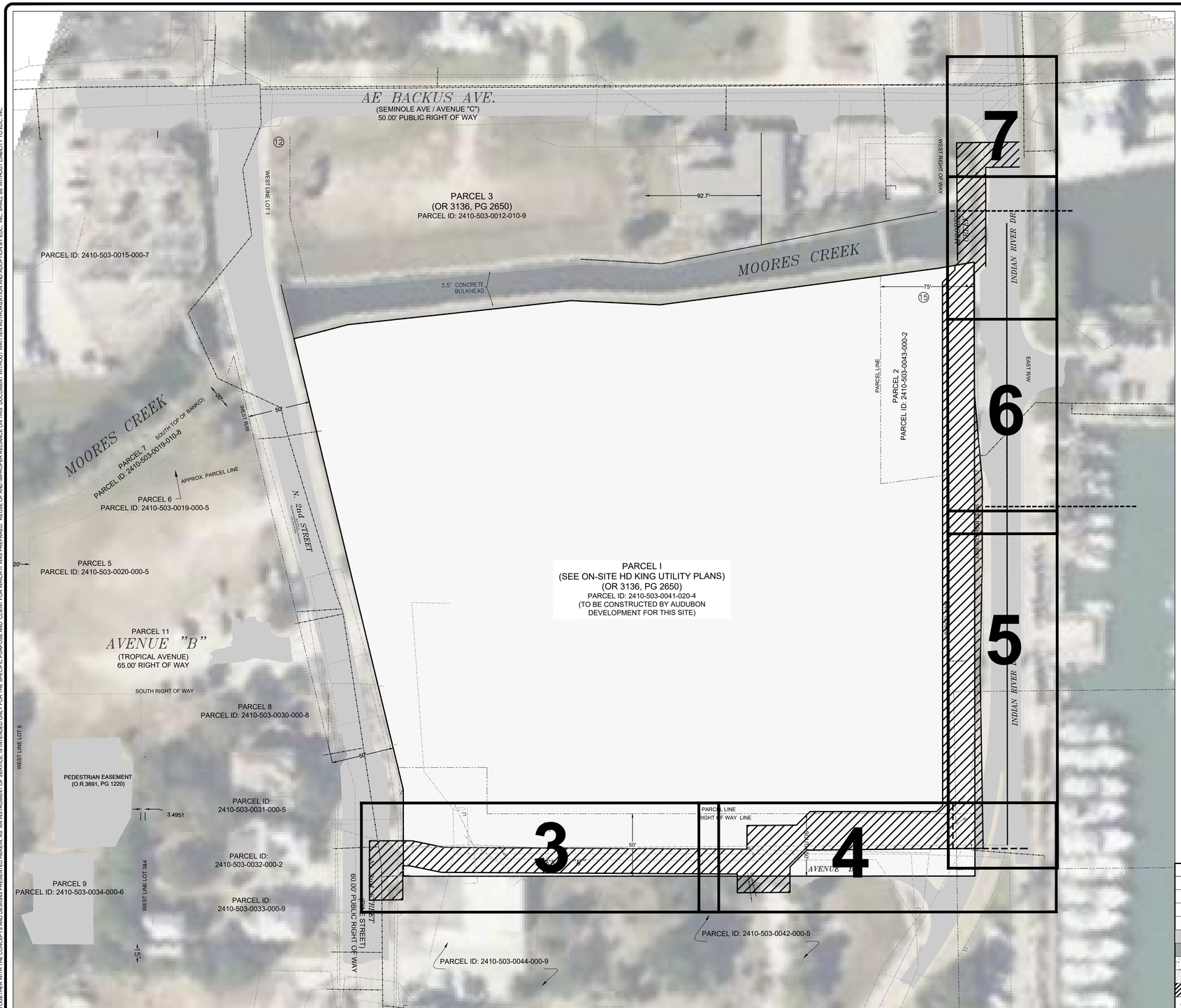

0 40

(IN FEET)
1 inch = 40 ft.

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*GENERAL ACCEPTED CONVERSION: NAVD + 1.475 = NGVD

LEGEND

M E	EXISTING/PROPOSED METER		EXISTING UTILITY POLE
	PROPOSED MITERED END SECTION		DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXIST. DRAINAGE INLET
	EXISTING CONCRETE		STREET LIGHT
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED PAVEMENT	#	PARKING STALL COUNT
	PROPOSED CONCRETE		LANDSCAPE LIGHT BOLLARD
	PROPOSED PAVERS	S	PROPOSED SANITARY MANHOLE
	LIMITS OF UTILITIES		PROPOSED SIGN
	FORCEMAIN		UNDERGROUND UTILITY
	WATERMAIN		SANITARY
	GAS		
	OVERHEAD UTILITY		

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DESIGNED BY: DCB
DRAWN BY: JJL
FILENAME: 19-361 hd king-fpua off-site r4.dwg
LAYOUT: KEY SHEET
SCALE: AS SHOWN
DATE: 18SEPTEMBER2023

REVISION COMMENTS | DATE

KINGS LANDING
FPUA UTILITY IMPROVEMENT PLAN
KEY SHEET
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
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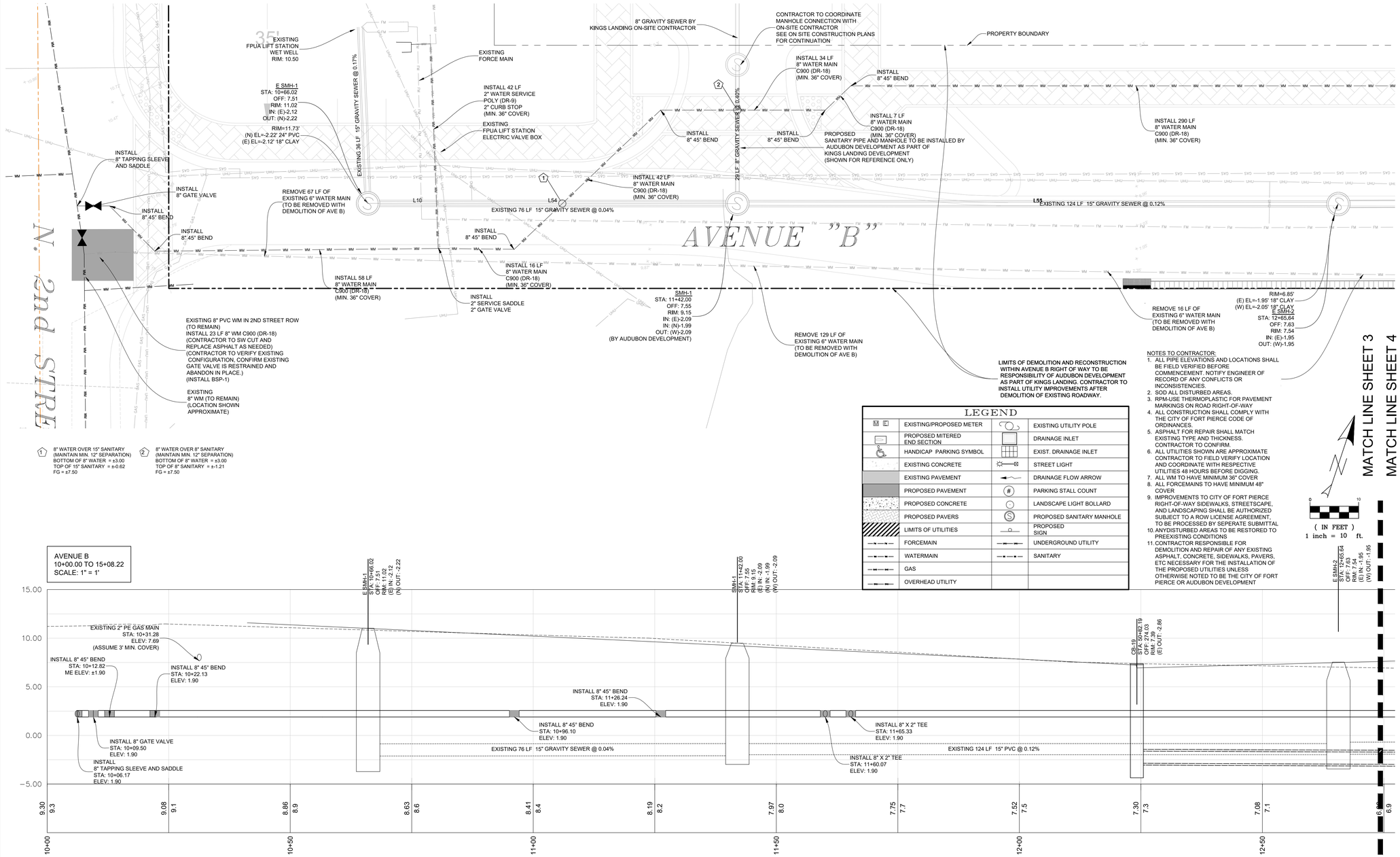

1 8" WATER OVER 15" SANITARY (MAINTAIN MIN. 12" SEPARATION) BOTTOM OF 8" WATER = ±3.00 TOP OF 15" SANITARY = ±-0.62 FG = ±7.50

2 8" WATER OVER 8" SANITARY (MAINTAIN MIN. 12" SEPARATION) BOTTOM OF 8" WATER = ±3.00 TOP OF 8" SANITARY = ±-1.21 FG = ±7.50

EXISTING 8" PVC WM IN 2ND STREET ROW (TO REMAIN) INSTALL 23 LF 8" WM C900 (DR-18) (CONTRACTOR TO SW CUT AND REPLACE ASPHALT AS NEEDED) (CONTRACTOR TO VERIFY EXISTING CONFIGURATION, CONFIRM EXISTING GATE VALVE IS RESTRAINED AND ABANDON IN PLACE.) (INSTALL BSP-1)

EXISTING 8" WM (TO REMAIN) (LOCATION SHOWN APPROXIMATE)

LIMITS OF DEMOLITION AND RECONSTRUCTION WITHIN AVENUE B RIGHT OF WAY TO BE RESPONSIBILITY OF AUDUBON DEVELOPMENT AS PART OF KINGS LANDING. CONTRACTOR TO INSTALL UTILITY IMPROVEMENTS AFTER DEMOLITION OF EXISTING ROADWAY.

LEGEND

M	EXISTING/PROPOSED METER		EXISTING UTILITY POLE
	PROPOSED MITERED END SECTION		DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXIST. DRAINAGE INLET
	EXISTING CONCRETE		STREET LIGHT
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED PAVEMENT	#	PARKING STALL COUNT
	PROPOSED CONCRETE		LANDSCAPE LIGHT BOLLARD
	PROPOSED PAVERS	S	PROPOSED SANITARY MANHOLE
	LIMITS OF UTILITIES		PROPOSED SIGN
	FORCEMAIN		UNDERGROUND UTILITY
	WATERMAIN		SANITARY
	GAS		
	OVERHEAD UTILITY		

NOTES TO CONTRACTOR:
1. ALL PIPE ELEVATIONS AND LOCATIONS SHALL BE FIELD VERIFIED BEFORE COMMENCEMENT. NOTIFY ENGINEER OF RECORD OF ANY CONFLICTS OR INCONSISTENCIES.
2. SOD ALL DISTURBED AREAS.
3. RPM-USE THERMOPLASTIC FOR PAVEMENT MARKINGS ON ROAD RIGHT-OF-WAY
4. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES.
5. ASPHALT FOR REPAIR SHALL MATCH EXISTING TYPE AND THICKNESS. CONTRACTOR TO CONFIRM.
6. ALL UTILITIES SHOWN ARE APPROXIMATE CONTRACTOR TO FIELD VERIFY LOCATION AND COORDINATE WITH RESPECTIVE UTILITIES 48 HOURS BEFORE DIGGING.
7. ALL WM TO HAVE MINIMUM 36" COVER
8. ALL FORCEMAINS TO HAVE MINIMUM 48" COVER
9. IMPROVEMENTS TO CITY OF FORT PIERCE RIGHT-OF-WAY SIDEWALKS, STREETSCAPE, AND LANDSCAPING SHALL BE AUTHORIZED SUBJECT TO A ROW LICENSE AGREEMENT, TO BE PROCESSED BY SEPERATE SUBMITTAL
10. ANYDISTURBED AREAS TO BE RESTORED TO PREEXISTING CONDITIONS
11. CONTRACTOR RESPONSIBLE FOR DEMOLITION AND REPAIR OF ANY EXISTING ASPHALT, CONCRETE, SIDEWALKS, PAVERS, ETC NECESSARY FOR THE INSTALLATION OF THE PROPOSED UTILITIES UNLESS OTHERWISE NOTED TO BE THE CITY OF FORT PIERCE OR AUDUBON DEVELOPMENT

MATCH LINE SHEET 3

MATCH LINE SHEET 4

0 10

(IN FEET) 1 inch = 10 ft.

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FILENAME 19-361 hd kings ifpua off-site r4.dwg
LAYOUT FPUA-AVE B
SCALE AS SHOWN
DATE 18SEPTEMBER2023

REVISION COMMENTS
DATE

KINGS LANDING
FPUA UTILITY IMPROVEMENT PLAN
WATER MAIN
AVENUE B
FORT PIERCE FLORIDA

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MATCH LINE SHEET 3

MATCH LINE SHEET 4

REMOVE 16 LF OF EXISTING 6" WATER MAIN (TO BE REMOVED WITH DEMOLITION OF AVE B)

INSTALL 290 LF 8" WATER MAIN C900 (DR-18) (MIN. 36" COVER)

INSTALL 8" X 6" TEE

INSTALL 6" GATE VALVE

INSTALL 290 LF 8" WATER MAIN C900 (DR-18) (MIN. 36" COVER)

REMOVE 144 LF OF EXISTING 6" WATER MAIN (TO BE REMOVED WITH DEMOLITION OF AVE B)

REMOVE 29 LF OF EXISTING 6" WATER MAIN (TO BE REMOVED WITH DEMOLITION OF AVE B)

L56

EXISTING 110 LF 15" GRAVITY SEWER @ 0.12%

INSTALL 39 LF OF 6" FIRELINE C900 (DR-18)
INSTALL (1) 6" GATE VALVE (BSP) BACTERIAL SAMPLING POINT (MIN. 36" COVER)

E SMH-3
STA: 13+75.26
OFF: 7.35
RIM: 7.23
IN: (E)-1.82
OUT: (W)-1.82

L57

LIMITS OF DEMOLITION AND RECONSTRUCTION WITHIN AVENUE B RIGHT OF WAY SHOWN HERE FOR REFERENCE. TO BE RESPONSIBILITY OF AUDUBON DEVELOPMENT AS PART OF KINGS LANDING. CONTRACTOR TO INSTALL UTILITY IMPROVEMENTS AFTER DEMOLITION OF EXISTING ROADWAY.

AVENUE "B"

REMOVE 3 LF OF EXISTING 6" WATER MAIN (TO BE REMOVED WITH DEMOLITION OF AVE B)

INSTALL CAP
CONNECT TO EXISTING 6" DDC AND HYDRANT (PER FPUA DETAILS)

REMOVE 2 LF OF EXISTING 6" WATER MAIN (TO BE REMOVED WITH DEMOLITION OF AVE B)

INSTALL 8" 45° BEND

INSTALL 2" T-S.V.

INSTALL 2" GATE VALVE

INSTALL 26 LF OF 2" POLY WATER MAIN

INSTALL 8" X 2" SERVICE TAP 2" GATE VALVE. CONNECT TO EXISTING WATERMAIN AND SERVICE BENEATH INDIAN RIVER DRIVE

REMOVE 11 LF OF EXISTING 6" WATER MAIN (TO BE REMOVED AT THE TIME OF INDIAN RIVER DRIVE IMPROVEMENTS BY CITY OF FORT PIERCE)

EXISTING WATER SERVICE (TO REMAIN)

INSTALL 8" 45° BEND

E DMH-2
STA: 14+63.87
OFF: -5.19
RIM: 5.05

INSTALL 2" 45° BEND

CONTRACTOR TO SW CUT 90 S.Y. OF ASPHALT AND REPLACE ASPHALT AS NEEDED

CONNECT EXISTING 59 LF OF 2" POLY WATER MAIN CONTRACTOR TO CONFIRM MATERIAL AND SIZE

L58

REMOVE EXISTING 37 LF 15" PVC @ 1.30% (TO LIMITS OF AVE B IMPROVEMENTS)

41 LF 15" PVC @ 2.39% (TO BE REMOVED AT TIME OF INDIAN RIVER DR IMPROVEMENTS) (BY CONTRACTOR)

E SMH-4
STA: 14+31.55
OFF: 7.95
RIM: 6.66
IN: (SE)-1.55
IN: (E)-1.75
OUT: (W)-1.75

EXISTING 21 LF 8" GRAVITY SEWER @ 0.40%

3 8" WATER OVER 15" SANITARY (MAINTAIN MIN. 12" SEPARATION)
BOTTOM OF 8" WATER = ±3.00
TOP OF 15" SANITARY = ±-0.32
FG = ±7.50

4 8" WATER UNDER 18" EXISTING STORM (MAINTAIN MIN. 18" SEPARATION)
BOTTOM OF 18" STORM = ±1.16
TOP OF 8" WATER = ±-0.84
FG = ±5.50

LEGEND

M E	EXISTING/PROPOSED METER		EXISTING UTILITY POLE
	PROPOSED MITERED END SECTION		DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXIST. DRAINAGE INLET
	EXISTING CONCRETE		STREET LIGHT
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0 10
(IN FEET)
1 inch = 10 ft.

E SMH-2
STA: 12+46.64
OFF: 7.63
RIM: 7.54
(E) IN: -1.95
(W) OUT: -1.95

TOP OF SANITARY
STA: 13+30.09
ELEV: -0.37

BOT OF WATER MAIN
STA: 13+30.08
ELEV: 1.90

EXISTING 4" STEEL GAS MAIN
STA: 13+36.88
ELEV: 3.16
(ASSUME 3' MIN. COVER)

TOP OF WATER MAIN
STA: 13+36.88
ELEV: 2.57
(ASSUME 3' MIN. COVER)

CONFLICT

CONFLICT

STA: 13+75.26
ELEV: 7.23

INSTALL 8" X 6" TEE
STA: 13+05.80
ELEV: 1.90

EXISTING 110 LF 15" GRAVITY SEWER @ 0.12%

PROPOSED 193 LF 15" RCP @ 0.20% (BY OTHERS)

E SMH-4
STA: 14+31.55
OFF: 7.95
RIM: 6.66
(SE) IN: -1.55
(E) IN: -1.75
(W) OUT: -1.75

INSTALL 8" 45° BEND
STA: 14+55.79
ELEV: 1.90

INSTALL 8" 45° BEND
STA: 14+66.41
ELEV: 1.90

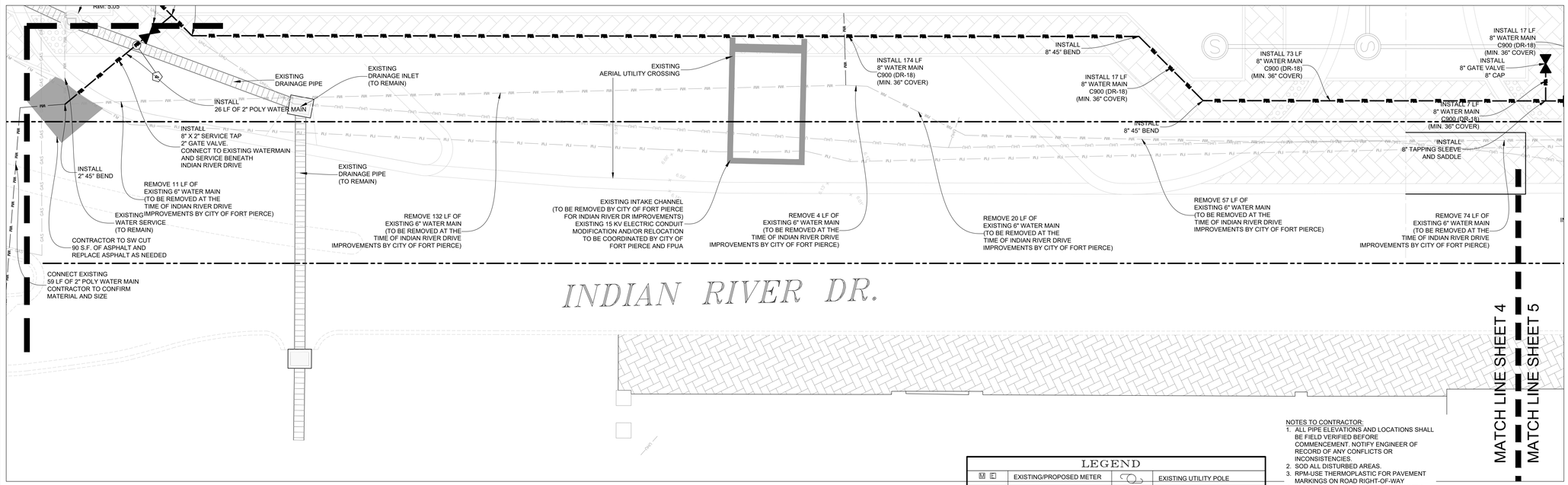
REMOVE EXISTING 37 LF 15" PVC @ 1.30%

CAP AND GROUT EXISTING PORTION OF SANITARY TO REMAIN

REMAINING PORTION IN INDIAN RIVER DRIVE (TO BE REMOVED AT THE TIME OF FUTURE INDIAN RIVER DRIVE IMPROVEMENTS)

15.00
10.00
5.00
0.00
−5.00

| | | |



LEGEND

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	PROPOSED PAVERS	S	PROPOSED SANITARY MANHOLE
	LIMITS OF UTILITIES		PROPOSED SIGN
FM	FORCEMAIN	UG	UNDERGROUND UTILITY
W	WATERMAIN	S	SANITARY
G	GAS		
OH	OVERHEAD UTILITY		

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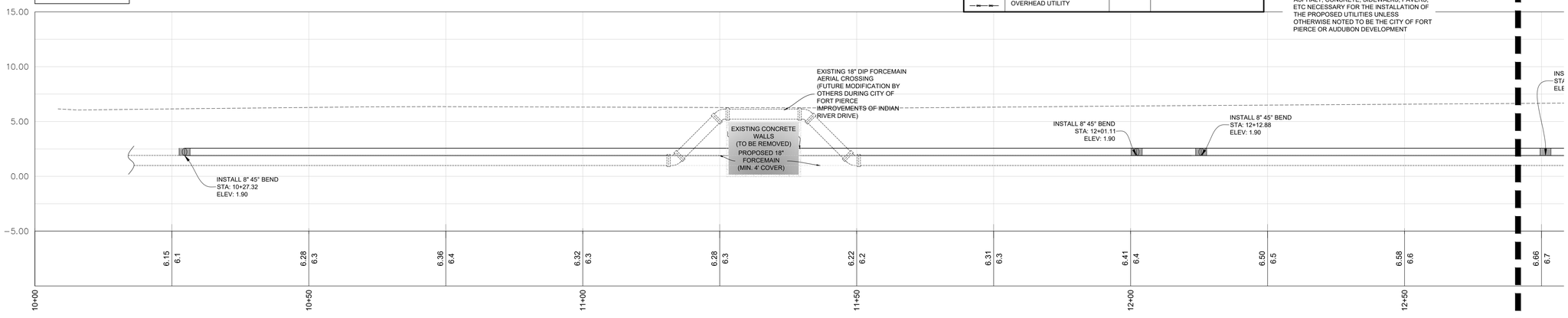
0 10
(IN FEET)
1 inch = 10 ft.

AVENUE B (1)
10+00.00 TO 16+03.57
SCALE: 1" = 1'



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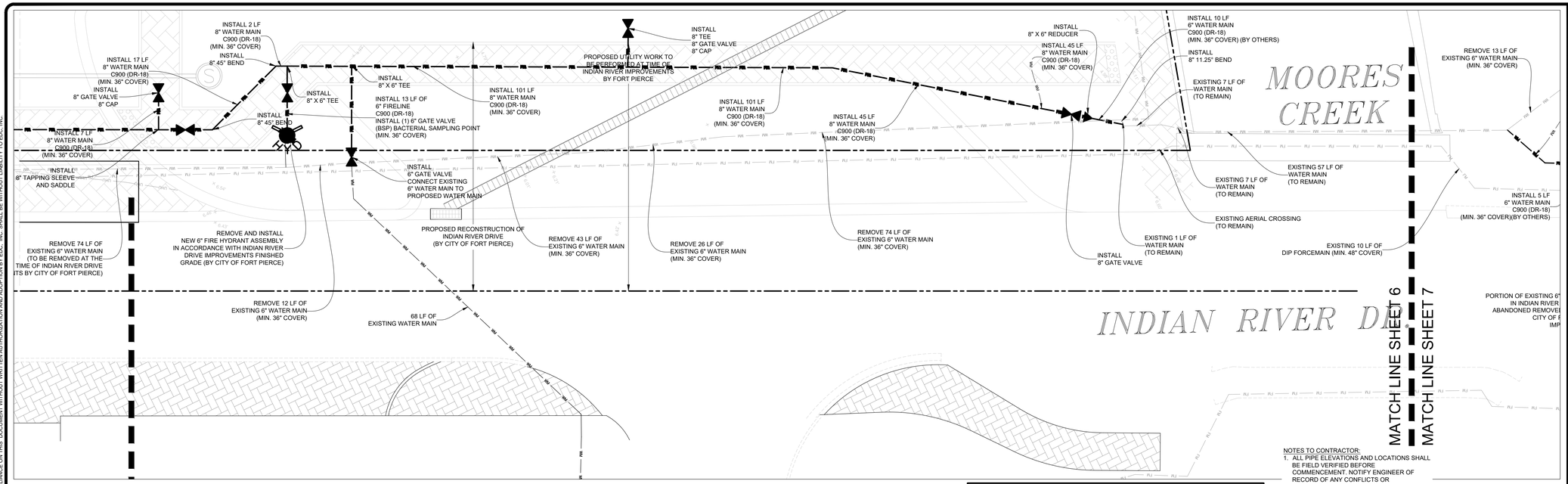

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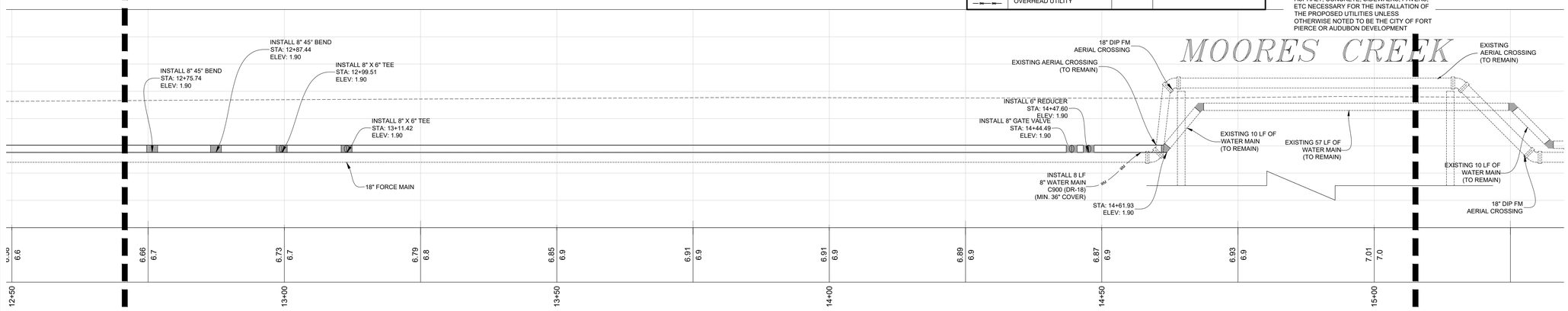
M E	EXISTING/PROPOSED METER		EXISTING UTILITY POLE
	PROPOSED MITERED END SECTION		DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXIST. DRAINAGE INLET
	EXISTING CONCRETE		STREET LIGHT
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED PAVEMENT	#	PARKING STALL COUNT
	PROPOSED CONCRETE		LANDSCAPE LIGHT BOLLARD
	PROPOSED PAVERS	S	PROPOSED SANITARY MANHOLE
	LIMITS OF UTILITIES		PROPOSED SIGN
FM	FORCEMAIN		UNDERGROUND UTILITY
W	WATERMAIN	S	SANITARY
G	GAS		
OHU	OVERHEAD UTILITY		

NOTES TO CONTRACTOR:
1. ALL PIPE ELEVATIONS AND LOCATIONS SHALL BE FIELD VERIFIED BEFORE COMMENCEMENT. NOTIFY ENGINEER OF RECORD OF ANY CONFLICTS OR INCONSISTENCIES.
2. SOD ALL DISTURBED AREAS.
3. RPM-USE THERMOPLASTIC FOR PAVEMENT MARKINGS ON ROAD RIGHT-OF-WAY
4. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES.
5. ASPHALT FOR REPAIR SHALL MATCH EXISTING TYPE AND THICKNESS. CONTRACTOR TO CONFIRM.
6. ALL UTILITIES SHOWN ARE APPROXIMATE CONTRACTOR TO FIELD VERIFY LOCATION AND COORDINATE WITH RESPECTIVE UTILITIES 48 HOURS BEFORE DIGGING.
7. ALL WM TO HAVE MINIMUM 36" COVER
8. ALL FORCEMAINS TO HAVE MINIMUM 48" COVER
9. IMPROVEMENTS TO CITY OF FORT PIERCE RIGHT-OF-WAY SIDEWALKS, STREETSCAPE, AND LANDSCAPING SHALL BE AUTHORIZED SUBJECT TO A ROW LICENSE AGREEMENT, TO BE PROCESSED BY SEPERATE SUBMITTAL
10. ANYDISTURBED AREAS TO BE RESTORED TO PREEXISTING CONDITIONS
11. CONTRACTOR RESPONSIBLE FOR DEMOLITION AND REPAIR OF ANY EXISTING ASPHALT, CONCRETE, SIDEWALKS, PAVERS, ETC NECESSARY FOR THE INSTALLATION OF THE PROPOSED UTILITIES UNLESS OTHERWISE NOTED TO BE THE CITY OF FORT PIERCE OR AUDUBON DEVELOPMENT

0 10
(IN FEET)
1 inch = 10 ft.



SURVEY NOTES:
ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) AND ARE GIVEN IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
*GENERAL ACCEPTED CONVERSION: NAVD + 1.475 = NGVD

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www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY: DCB
DRAWN BY: JJL
LAYOUT: FPUA-INDIAN RIVER (2)
FILENAME: 19-361 hd kings ltpua offsite r4.dwg
SCALE: AS SHOWN
DATE: 18SEPTEMBER2023

REVISION COMMENTS
DATE

KINGS LANDING
FPUA UTILITY IMPROVEMENT PLAN
WATER MAIN
INDIAN RIVER DRIVE
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

19-361

6 OF 11

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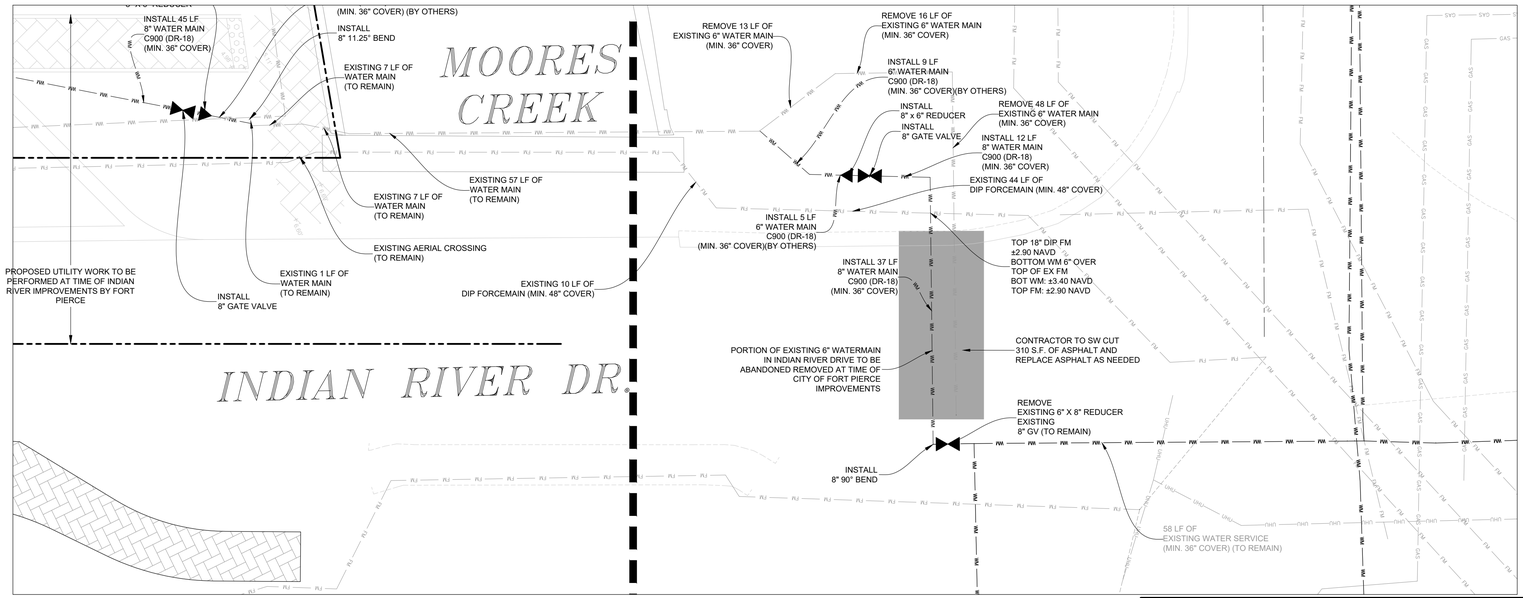
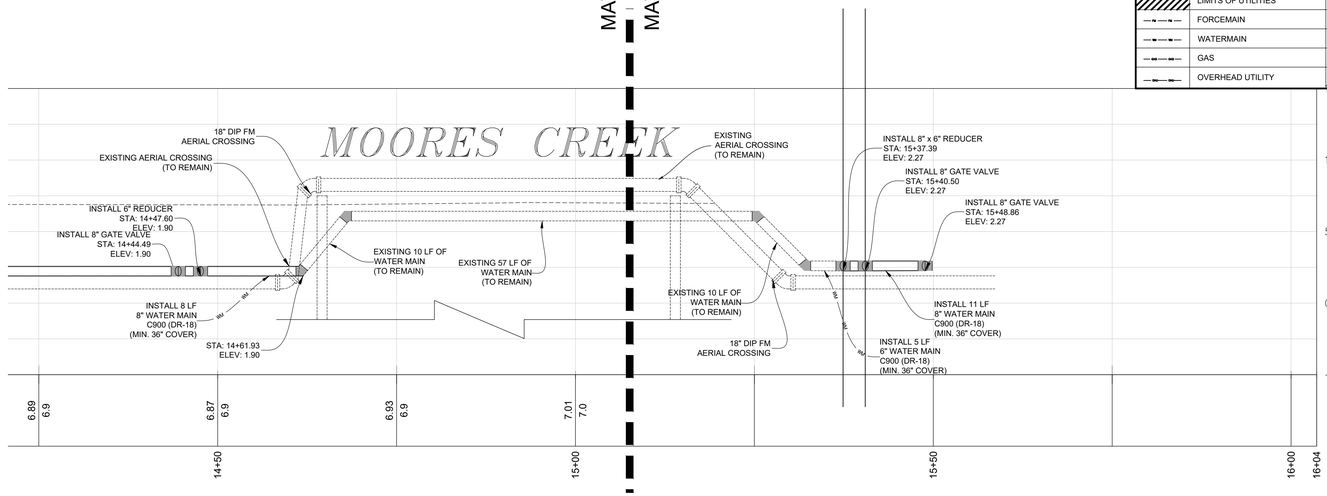


MATCH LINE SHEET 6

MATCH LINE SHEET 7



LEGEND

EXISTING/PROPOSED METER		EXISTING UTILITY POLE	
PROPOSED MITERED END SECTION		DRAINAGE INLET	
HANDICAP PARKING SYMBOL		EXIST. DRAINAGE INLET	
EXISTING CONCRETE		STREET LIGHT	
EXISTING PAVEMENT		DRAINAGE FLOW ARROW	
PROPOSED PAVEMENT	(#)	PARKING STALL COUNT	
PROPOSED CONCRETE		LANDSCAPE LIGHT BOLLARD	
PROPOSED PAVERS	(S)	PROPOSED SANITARY MANHOLE	
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FORCEMAIN		UNDERGROUND UTILITY	
WATERMAIN		SANITARY	
GAS			
OVERHEAD UTILITY			

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(IN FEET)
1 inch = 10 ft.

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DESIGNED BY: DCB
DRAWN BY: JJL
FILENAME: 19-361 hd kingLanding\FPUA-INDIAN RIVER (3).dwg
LAYOUT: FPUA-INDIAN RIVER (3)
SCALE: AS SHOWN
DATE: 18SEPTEMBER2023

REVISION COMMENTS
DATE

KINGS LANDING
FPUA UTILITY IMPROVEMENT PLAN
WATER MAIN
INDIAN RIVER DRIVE
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
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FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THHN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/ COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/ COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

WATER DISTRIBUTION		G-1 NOTES
02-06 DATE:	REVISION:	BY: APPD: WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.	
APPROVED: JLC	DATE: 2010	SHEET 1 OF 2

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES CONTINUED

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN MULTI STRANDED WIRE (BLUE IN COLOR) AND IDENTIFICATION TAPE WITH "WATER" MARKED ON TAPE, PERMANENTLY ATTACHED TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIERCE UTILITES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINE. CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
21. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH MANUFACTURER'S OR ENGINEER'S RECOMMENDATIONS (WHICHEVER IS MORE STRINGENT) AND FPUA REQUIREMENTS.
22. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600. – 2 HR MINIMUM TEST

$$L = \frac{SD(P)\ 1/2}{148{,}000}$$

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TESTING PRESSURE IN PSI

23. PRIOR TO ANY TESTING, ALL MAINS 6" IN DIA. AND LARGER SHALL HAVE A SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45$ AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
24. A MINIMUM SIX FEET AND PREFERABLY TEN FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. 6 INCHES MINIMUM VERTICAL SEPARATION IF WATER MAIN IS OVER WASTEWATER AND 12 INCHES IF WATER MAIN IS UNDER SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGHTS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
25. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WATER DISTRIBUTION		G-1 NOTES
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DESIGNED: JJM	COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.	
APPROVED: JLC	DATE: 2010	SHEET 2 OF 2

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

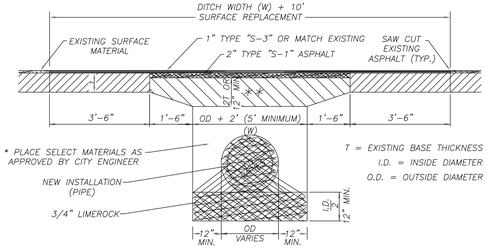
A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FOOT WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN.. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT		G-3 WATER/SEWER CONFLICT
02-06 DATE:	REVISION:	BY: APPD: WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.	
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1

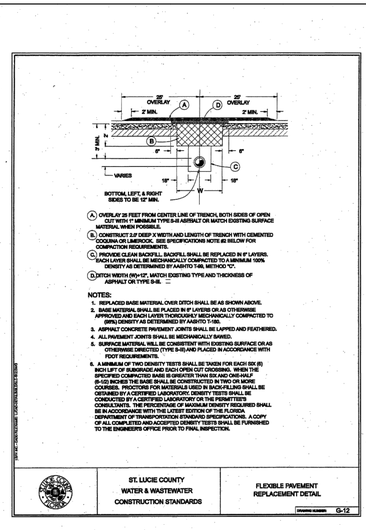


T = EXISTING BASE THICKNESS
I.D. = INSIDE DIAMETER
O.D. = OUTSIDE DIAMETER

* INITIAL BACKFILL SHALL BE PLACED TO 12" ABOVE THE PIPE IN 6" LIFTS. BACFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-99. UPPERMOST 12" BE COMPACTED TO 98% OF T-99.

** LIMEROCK OR CRUSHED COQUINA COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-180

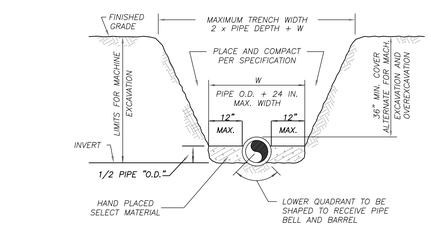
PAVEMENT RESTORATION DETAIL WITH TRENCH CITY REQUIREMENTS		R-3
DATE:	REVISION:	BY: APPD: WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JLL	SCALE: N.T.S.	
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1



NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE AS SHOWN ABOVE.
2. BASE MATERIAL SHALL BE PLACED IN 6" LAYERS OR AS OTHERWISE APPROVED AND EACH LAYER THOROUGHLY MECHANICALLY COMPACTED TO (98%) DENSITY AS DETERMINED BY AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE LAPPED AND FEATHERED.
4. ALL PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
5. SURFACE MATERIAL WILL BE CONSISTENT WITH EXISTING SURFACE OR AS OTHERWISE DIRECTED (TYPE S-III) AND PLACED IN ACCORDANCE WITH FDOT REQUIREMENTS.
6. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH 300 (6) FEET OF TRENCH EXCAVATED. ONE TEST SHALL BE TAKEN AT THE APPROXIMATE DEPTH OF COMPACTED BASE IN GREATER THAN SIX AND ONE-HALF (6-1/2) INCHES THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACK-FILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEES CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE AS SPECIFIED IN THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO THE ENGINEER'S OFFICE PRIOR TO FINAL INSPECTION.

ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS		FLEXIBLE PAVEMENT REPLACEMENT DETAIL
		DRAWING NUMBER: S-12

FLEXIBLE PAVEMENT REPLACEMENT DETAIL		R-4
DATE:	REVISION:	BY: APPD: WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.	
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1



NOTES:
1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-99.

TYPICAL TRENCH DETAIL
N.T.S.

TYPICAL TRENCH DETAIL		M-1
03-09 DATE: CONCRETE SLAB	REVISION:	SLL BY: JLC APPD: WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # MISC. DETAILS 200602.DWG	FPUA COMMUNITY PROUD FT. PIERCE UTILITIES AUTHORITY FT. PIERCE UTILITIES AUTHORITY
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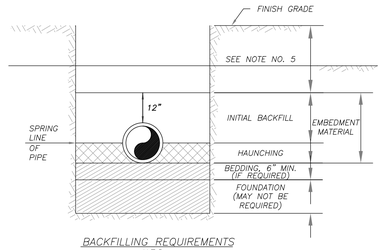
APPROVED: JLC	DATE: 2015	SHEET 1 OF 1



BACKFILLING REQUIREMENTS
N.T.S.

NOTES:
1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.
2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.
3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.
4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)
5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.
6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.
7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS.

BACKFILLING REQUIREMENTS		M-2
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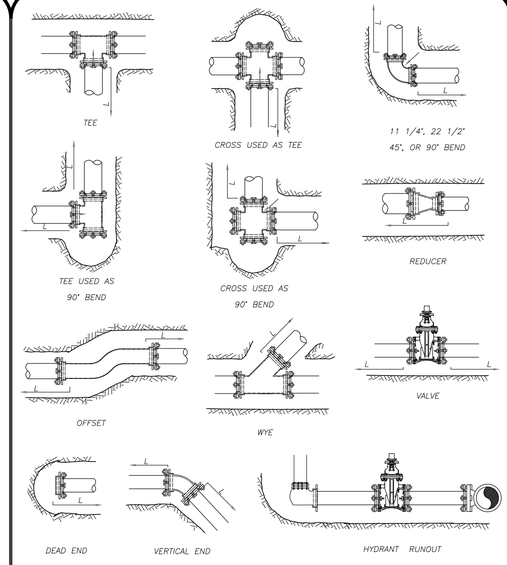
APPROVED: JLC	DATE: 2015	SHEET 1 OF 1



MECHANICAL JOINT ANCHORING REQUIREMENTS
N.T.S.

MECHANICAL JOINT ANCHORING REQUIREMENTS		M-3
03-09 DATE: CONCRETE SLAB	REVISION:	SLL BY: JLC APPD: WATER/WASTEWATER ENGINEERING
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FPUA DETAILS LAYOUT
AS SHOWN SCALE
18SEPTEMBER2023 DATE
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FPUA UTILITY IMPROVEMENT PLAN
FPUA DETAILS
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
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8 OF 11

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MECHANICAL JOINT RESTRAINT NOTES

NOTES:

1) THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING THE REQUIRED LENGTH TO BE RESTRAINED BASED UPON THE PROJECT AREA SOIL TYPE, PROPOSED TRENCH CONDITIONS AND DEPTH, PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF TWO (2). A DRAWING OF EVERY TYPICAL FITTING ASSEMBLY WITHIN THE PROJECT SHALL BE SUBMITTED WHICH REFLECTS THE RESTRAINT DETAIL PROPOSED FOR USE, INCLUDING LENGTH OF PIPE RESTRAINT.

2) REQUIRED RESTRAINED LENGTH CALCULATIONS SHALL ALSO CONSIDER THE CONDITIONS OF OTHER BENDS OR FITTINGS THAT WILL BE LOCATED WITHIN THE CALCULATED RESTRAINED LENGTH (L) OF THE BEND OR FITTING IN QUESTION.

3) EVERY JOINT OR FITTING MUST BE RESTRAINED ON BOTH SIDES OF THE BEND AND FOR TEES ALONG THE BEND ALSO.

FPUA COMMUNITY PROUD	MECHANICAL JOINT RESTRAINT NOTES	M-4
03-09 DATE: CONCRETE SLAB REVISION: SLL BY: JLC APP'D:		WATER/WASTEWATER ENGINEERING
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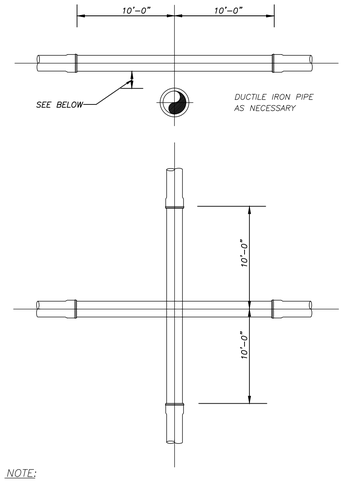
APPROVED: JLC	DATE: 2015	SHEET 1 OF 1



NOTE:

PLEASE REFER TO FORT PIERCE UTILITIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

UTILITY CROSSING DETAIL
N.T.S.

FPUA COMMUNITY PROUD	UTILITY CROSSING DETAIL	M-5
03-09 DATE: CONCRETE SLAB REVISION: SLL BY: JLC APP'D:		WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
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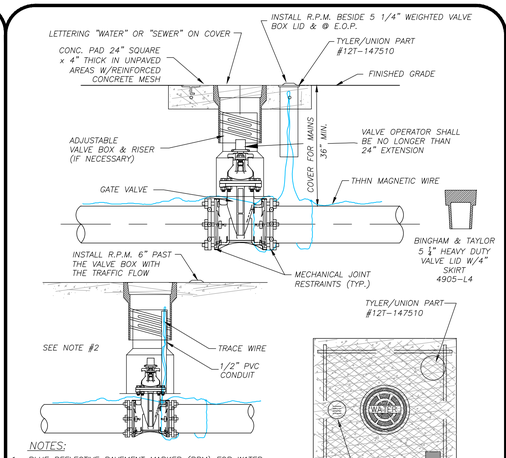
APPROVED: JLC	DATE: 2015	SHEET 1 OF 1



NOTES:

1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.

FPUA COMMUNITY PROUD	TYPICAL GATE VALVE & VALVE BOX DETAIL	M-6
03-09 DATE: CONCRETE SLAB REVISION: SLL BY: JLC APP'D:		WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
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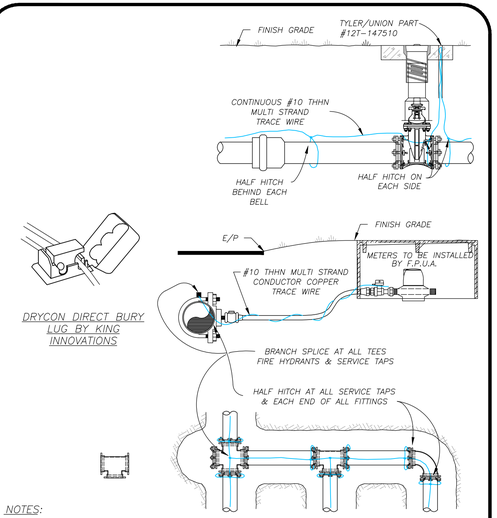
APPROVED: JLC	DATE: 2015	SHEET 1 OF 1



NOTES:

1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER AND SHOWN IN STANDARD DETAILS.
2) INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

TRACE WIRE
(N.T.S.)

FPUA COMMUNITY PROUD	TRACE WIRE DETAIL	M-11
03-09 DATE: CONCRETE SLAB REVISION: SLL BY: JLC APP'D:		WATER/WASTEWATER ENGINEERING
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MATERIAL UPGRADE NOTES

MATERIAL UPGRADES ARE REQUIRED FOR UTILITY INSTALLATIONS THAT ARE IN CLOSE PROXIMITY TO SALT WATER (FOR EXAMPLE, HUTCHINSON ISLAND, INDIAN RIVER FLOOD PLAIN AND AREAS EAST OF U.S. HIGHWAY 1) AND AS DIRECTED BY FPUA WATER/WASTEWATER ENGINEERING DEPARTMENT.

1) PIPE – ALL DUCTILE IRON PIPE SHALL BE EPOXY COATED (EXTERIOR)

2) FITTINGS – ALL DUCTILE IRON FITTINGS SHALL BE EPOXY COATED (EXTERIOR). PVC FITTINGS CAN ALSO BE USED. HOWEVER, PVC FITTINGS MUST BE EXTRUDED OR FORMED FITTINGS MEETING ALL AWWA REQUIREMENTS. NO FABRICATED FITTINGS WILL BE ALLOWED. ALL NUTS AND BOLTS SHALL BE 316SS ONLY.

3) RESTRAINTS – ALL MECHANICAL JOINT RESTRAINTS SHALL BE EPOXY COATED. ALL HARDWARE (RODS, NUTS, BOLTS, WASHERS) SHALL BE 316SS ONLY.

4) FIRE HYDRANTS – ALL NUTS AND BOLTS SHALL BE 316SS ONLY.

5) VALVES – ALL VALVES SHALL BE EPOXY COATED. ALL NUTS AND BOLTS SHALL BE 316SS. VALVE STEM AND 2-INCH OPERATING NUT SHALL BE CAST BRONZE.

6) HARDWARE – 316 SS, A4-70 AND A4-80 ARE ACCEPTABLE NOMENCLATURES SEEN ON FASTENERS

7) ALL OTHER MATERIALS SHALL BE PROVIDED WITH MANUFACTURER'S STANDARD UPGRADES FOR USE IN CORROSIVE ENVIRONMENTS.

FPUA COMMUNITY PROUD	MATERIAL UPGRADE NOTES	M-13
03-09 DATE: CONCRETE SLAB REVISION: SLL BY: JLC APP'D:		WATER/WASTEWATER ENGINEERING
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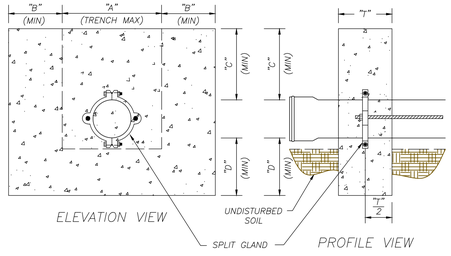

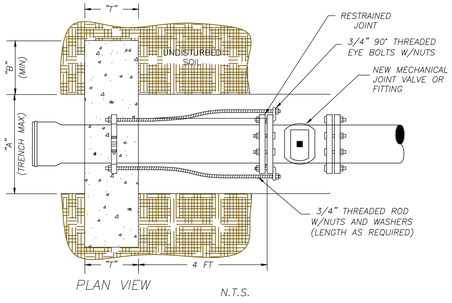

N.T.S.

FPUA COMMUNITY PROUD	DEAD-MAN RESTRAINT BLOCK	M-14A
03-09 DATE: ESTRAINT BLOCK REVISION: SLL BY: JLC APP'D:		WATER/WASTEWATER ENGINEERING
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PIPE SIZE (in)	AVERAGE O.D. (in)	PRESSURE (lb/in²)	CALCULATED THRUST (lbf)	"A" (ft-in)	"B" (ft-in)	"C" (ft-in)	"D" (ft-in)	"T" (ft-in)	CONCRETE (yd³)
6	6.9	100	3739	2'-0"	1'-0"	1'-0"	1'-3"	2'-6"	1.00
8	9.05	100	6433	2'-0"	1'-6"	1'-0"	1'-6"	3'-0"	1.75
10	11.1	100	9677	2'-6"	1'-6"	1'-6"	1'-10"	3'-0"	2.57
12	13.2	100	13685	2'-6"	2'-0"	1'-6"	1'-9"	4'-0"	3.95
16	17.4	100	23779	3'-0"	2'-0"	1'-6"	2'-6"	5'-0"	6.49
18	19.5	100	29865	3'-0"	2'-0"	1'-6"	2'-6"	6'-0"	8.09
20	21.6	100	36644	3'-0"	2'-6"	1'-6"	2'-6"	6'-6"	9.98
24	25.8	100	52279	3'-0"	2'-6"	2'-0"	2'-9"	7'-6"	14.00

NOTES:

1. THE USE OF RESTRAINT BLOCKS SHALL BE LIMITED TO SITUATIONS WHERE EXPOSING SEVERAL JOINTS OF PIPE IS NOT FEASIBLE OR AS DIRECTED BY FPUA ENGINEER.
2. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED SOIL. WHERE TRENCH WALL HAS BEEN DISTURBED, EXCAVATE ALL LOOSE MATERIAL AND EXTEND RESTRAINT BLOCK TO UNDISTURBED MATERIAL.
3. RESTRAINT BLOCK SHALL BE INSTALLED A MINIMUM OF 4 FEET FROM ANY PIPE JOINT, FITTING OR VALVE, AT NO TIME SHALL A PIPE JOINT, FITTING OR VALVE BE ENCASED IN THE RESTRAINT BLOCK.
4. CONCRETE SHALL HAVE MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 3000 PSI.

FPUA COMMUNITY PROUD	DEAD-MAN RESTRAINT BLOCK	M-14B
03-09 DATE: CONCRETE SLAB REVISION: SLL BY: JLC APP'D:		WATER/WASTEWATER ENGINEERING
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18SEPTEMBER2023 DATE

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FPUA DETAILS
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
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GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY, DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.



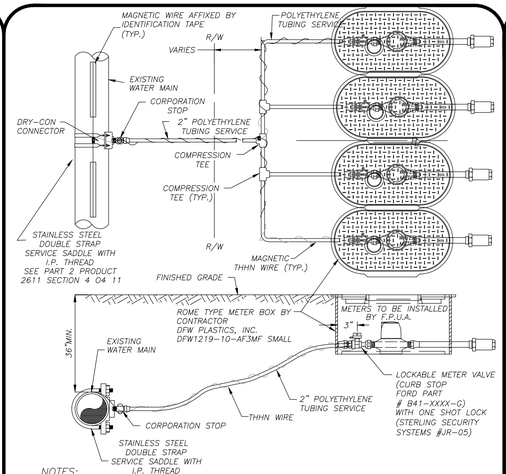
NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. WATER METER, AREA ① SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE WATER METER. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO WATER SERVICES AND METERS CAN BE CONNECTED.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. WATER SERVICE, WITHIN AREA ①, THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ②, OR ALONG THE PROPERTY LINES MARKED AREA ③.
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF 6 FEET AND PREFERABLY 10 FEET.
4. ALL METERS SHALL BE INSTALLED IN AN UNRESTRICTED AREA FOLLOWING EASE OF ACCESS AND PROVIDING ADEQUATE PROTECTION.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

WATER METER PLACEMENT

(N.T.S.)

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING DEPARTMENT, 1001 SHATZEL STREET, FT. PIERCE, FLORIDA 34982, 772-466-1600	WATER METER PLACEMENT POLICY	W-1
03-09 DESIGN SLL JLC; 02-15 REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING	
DESIGNED: JLC; DRAWN BY: SLL; APPROVED: JLC; COMPUTER FILE # WATERDETAIL.DWG; SCALE: N.T.S.; DATE: 2010	FT. PIERCE UTILITIES AUTHORITY	SHEET 1 OF 1



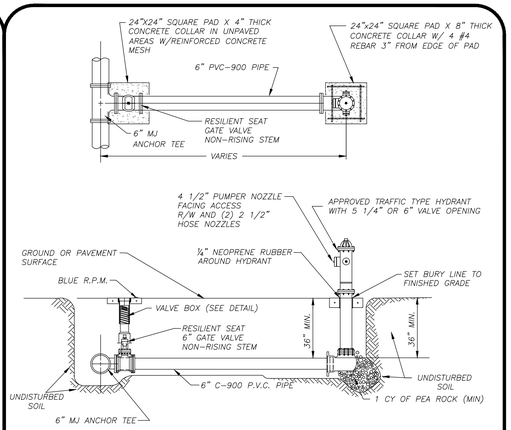
NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE AND RAN TO OUTER METERS ONLY.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".

TYPICAL MULTIPLE WATER SERVICE CONNECTION

(N.T.S.)

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING DEPARTMENT, 1001 SHATZEL STREET, FT. PIERCE, FLORIDA 34982, 772-466-1600	TYPICAL MULTIPLE WATER SERVICE CONNECTION	W-4
03-09 DESIGN SLL JLC; DATE: REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING	
DESIGNED: JLC; DRAWN BY: SLL; APPROVED: JLC; COMPUTER FILE # WATER DETAILS 200602.DWG; SCALE: N.T.S.; DATE: 2020	FT. PIERCE UTILITIES AUTHORITY	SHEET 1 OF 1



NOTES:

1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED CARNIVAL RED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. THE ONLY HYDRANTS ACCEPTABLE ARE: MUELLER SUPER CENTURION 250 OR AMERICAN DARLING B-84-B-5.
5. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
6. ALL FITTINGS SHALL BE MECHANICAL JOINT.
7. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
8. BLUE LOCATOR SHALL BE PLACED IN CENTER OF TRAVEL LANE CLOSEST TO HYDRANT.
9. ALL HYDRANT VALVE BOX COVERS SHALL BE PAINTED CARNIVAL RED.
10. LOCATE WIRE SHALL TERMINATE AT HYDRANT ISOLATION VALVE.
11. HYDRANTS SHALL BE NO MORE THAN FIFTEEN FEET (15 FT.) FROM THE CURB OF ROADWAYS OR FROM THE EDGE OF PAVEMENT. CLEARANCES OF SEVEN AND ONE HALF FEET (7FT-6IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANTS, WITH FOUR FOOT (4 FT.) CLEARANCE TO THE REAR OF HYDRANTS SHALL BE MAINTAINED.

TYPICAL FIRE HYDRANT ASSEMBLY

(N.T.S.)

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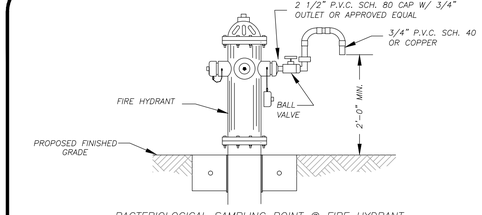
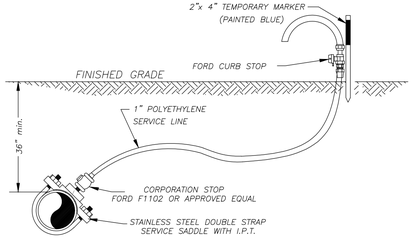
03-09 DESIGN SLL JLC; DATE: REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING	
DESIGNED: JLC; DRAWN BY: SLL; APPROVED: JLC; COMPUTER FILE # WATERDETAIL.DWG; SCALE: N.T.S.; DATE: 2010	FT. PIERCE UTILITIES AUTHORITY	SHEET 1 OF 1



BACTERIOLOGICAL SAMPLING POINT @ FIRE HYDRANT

(N.T.S.)



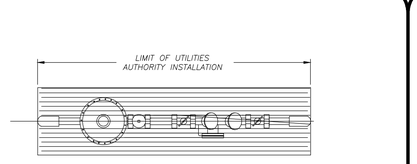
BACTERIOLOGICAL SAMPLING POINT @ WATER MAIN

(N.T.S.)

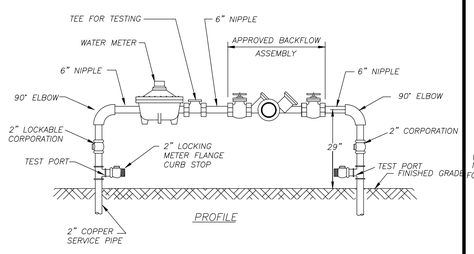
NOTE:

AFTER TESTING REMOVE 1" P.E. LINE AND CAP WITH BRASS PLUG AT CORPORATION STOP.

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING DEPARTMENT, 1001 SHATZEL STREET, FT. PIERCE, FLORIDA 34982, 772-466-1600	BACTERIOLOGICAL SAMPLING PONIT DETAIL	W-6
03-09 02-15 SLL JLC; DATE: REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING	
DESIGNED: JLC; DRAWN BY: SLL; APPROVED: JLC; COMPUTER FILE # WATERDETAIL.DWG; SCALE: N.T.S.; DATE: 2010	FT. PIERCE UTILITIES AUTHORITY	SHEET 1 OF 1



PLAN



PROFILE

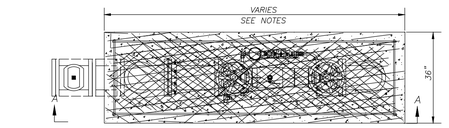
NOTES:

1. LANDSCAPING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.

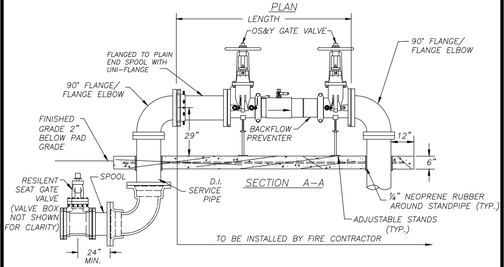
WATER METER/BACKFLOW PREVENTER ASSEMBLY DOMESTIC SERVICE (COMMERCIAL)

(N.T.S.)

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING DEPARTMENT, 1001 SHATZEL STREET, FT. PIERCE, FLORIDA 34982, 772-466-1600	WATER METER/BACKFLOW PREVENTER ASSEMBLY-DOMESTIC SERVICES (METER SIZE 2" OR LESS)	W-8
03-09 DESIGN SLL JLC; DATE: REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING	
DESIGNED: JLC; DRAWN BY: SLL; APPROVED: JLC; COMPUTER FILE # WATER DETAILS 200602.DWG; SCALE: N.T.S.; DATE: 2010	FT. PIERCE UTILITIES AUTHORITY	SHEET 1 OF 1



PLAN



SECTION A-A

NOTES:

1. LANDSCAPING IS REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.
3. PRIOR TO POURING THE CONCRETE PAD, VERIFY THAT THE STANDPIPES ARE PLUMB, TRUE AND INSTALLED AT THE SAME ELEVATIONSIN THE PRESENCE OF AN FPUA INSPECTOR.
4. ALL CONCRETE SHALL HAVE FIBERGLASS MESH REINFORCEMENT WITH #4 REBAR 3" FROM THE OUTER PERIMETER.

SIZE	SERVICE	LENGTH
4	DOUBLE DETECTOR	53 INCHES
6	DOUBLE DETECTOR	62 INCHES
8	DOUBLE DETECTOR	69 INCHES
10	DOUBLE DETECTOR	76 INCHES

BACKFLOW PREVENTER ASSEMBLY-4"-10" FIRE SERVICE

(N.T.S.)

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING DEPARTMENT, 1001 SHATZEL STREET, FT. PIERCE, FLORIDA 34982, 772-466-1600	BACKFLOW PREVENTER ASSEMBLY 4"-10" FIRE SERVICE	W-10
03-09 CONCRETE PAD SLL JLC; DATE: REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING	
DESIGNED: JLC; DRAWN BY: SLL; APPROVED: JLC; COMPUTER FILE # WATER DETAILS 200602.DWG; SCALE: N.T.S.; DATE: 2010	FT. PIERCE UTILITIES AUTHORITY	SHEET 1 OF 1

ENGINEERS ◆ SURVEYORS
ENVIRONMENTAL◆LAND PLANNERS
INTERIOR DESIGNERS
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY	DCB
DRAWN BY	JJL
FILENAME	19-361 hd king\fpua\fft-site r4.dwg
LAYOUT	FPUA DETAILS (3)
SCALE	AS SHOWN
DATE	18SEPTEMBER2023

REVISION COMMENTS

DATE

KINGS LANDING

FPUA UTILITY IMPROVEMENT PLAN

FPUA DETAILS

FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

19-361

10 OF 11

This item has been digitally signed and sealed by David C Baggett, P.E. on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Z:\EDC-2019\19-361 - Kings Landing - HD King\ENGINEERING\AutoCAD\DWGs\19-361 HD KING FPUA OFF-SITE R4.dwg, FPUA DETAILS (3), 9/21/2023 11:25:06 AM, James, EDC, Inc., EDC, Inc.

GENERAL NOTES

1. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

2. THE CONTRACTOR SHALL CONTACT ENGINEER OF RECORD, THE APPROPRIATE GOVERNMENTAL JURISDICTIONAL AGENCY AND ALL OTHER CONCERNED UTILITIES AT LEAST 2 FULL BUSINESS DAYS IN ADVANCE OF CONSTRUCTION OPERATIONS.

3. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PHYSICALLY LOCATING ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

4. PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE OWNER BY LETTER, PRIOR TO THE PRE-CONSTRUCTION MEETING, APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS.

5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. BY SUBMITTAL OF A BID FOR THIS PROJECT, THE CONTRACTOR ACKNOWLEDGES HIS COMPLETE UNDERSTANDING AND RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION ACTIVITIES REQUIRED UNDER THE SCOPE OF THIS PROJECT.

6. THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS CONTRACT AS ENHANCED BY THE LEGISLATURE OF THE STATE OF FLORIDA TO BE IN EFFECT AS OF OCTOBER 1, 1990.

7. AS-BUILT PLANS: THE CONTRACTOR SHALL PROVIDE ONE (1) REPRODUCIBLE MYLAR COPY, FIFTEEN (15) BLACK LINE COPIES AND ONE (1) DIGITAL FORMAT OF A CERTIFIED AS-BUILT SURVEY. DRAWINGS SHALL BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR AND SHALL BE SUBMITTED AFTER THE COMPLETION OF CONSTRUCTION, BUT PRIOR TO FINAL APPROVAL. THE AS-BUILT SURVEY SHALL BE PREPARED IN PLAN AND PROFILE FORMAT BY A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 472 OF THE FLORIDA STATUES. THE DRAWINGS SHALL BE AT A SCALE COMPARABLE TO THE DESIGN DRAWINGS PREPARED BY THE ENGINEER AND SHALL REFERENCE THE BASE LINE OF SURVEY APPEARING ON THE ENGINEERING DRAWINGS. THE HORIZONTAL AND VERTICAL LOCATION OF THE ROADWAYS, DRAINAGE FACILITIES AND ALL APPURTENANCES SHALL BE ACCURATELY DEPICTED TO SCALE AND SHALL BE IDENTIFIED RELATIVE TO THE BASE LINE AND TO READILY IDENTIFIABLE PERMANENT OR SEMI-PERMANENT REFERENCE POINTS EXISTING AFTER THE COMPLETION OF CONSTRUCTION. LOCATIONS SHALL BE SHOWN FOR ALL FITTINGS, VALVES, HYDRANTS, MANHOLES, SAMPLE POINTS, AIR RELEASES, ETC., BOTH HORIZONTAL AND VERTICAL, AND THE LOCATION OF THE MAIN AT EACH BASELINE STATION AS SHOWN ON THE PLANS (100 FEET MAXIMUM) BOTH HORIZONTAL AND VERTICAL. UNDERGROUND FACILITIES (I.E., DRAINAGE, GAS, ELECTRIC, TELEPHONE, ETC.) CROSSING THE MAINS SHALL BE ACCURATELY SHOWN BOTH HORIZONTAL AND VERTICAL AND SHALL IDENTIFY SIZE, TYPE, FACILITY, MATERIAL AND CLEARANCE. ALL INFORMATION SHALL BE BASED UPON MEASUREMENTS AND OBSERVATIONS MADE IN THE FIELD BY THE SURVEYOR CERTIFYING THE SURVEY OR BY PERSONNEL UNDER HIS EMPLOYMENT, DIRECTION AND SUPERVISION. THE COST FOR PREPARING AND MAINTAINING THE AS-BUILT PLANS SHALL BE INCIDENTAL TO THE CONSTRUCTION COST.

8. THE CONTRACTOR SHALL PREPARE A PLAN SHOWING THE SCHEDULE OF WORK, INCLUDING A HIGHLIGHTED PLAN SHOWING THE ORDER OF CONSTRUCTION WHICH WILL FACILITATE MAINTAINING EXISTING SERVICES DURING CONSTRUCTION. THIS PLAN SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE OF TRAFFIC AND STAGING PLAN AND MUTCD.

9. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS, OR THE LOCAL JURISDICTIONAL MUNICIPALITY, WHICHEVER IS MORE STRINGENT.

10. ALL UNDERGROUND MUNICIPAL UTILITIES, FIBER OPTIC, TELEPHONE, FPL, LOCAL CABLE AND ALL OTHER LOCAL UTILITY COMPANY LOCATIONS SHOWN ARE TAKEN FROM INFORMATION PROVIDED BY THAT UTILITY COMPANY. THESE LOCATIONS HAVE NOT BEEN VERIFIED IN THE FIELD. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXPOSE ALL CROSSINGS WITH PUBLIC & PRIVATE UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND DELIVERY OF PIPE. THE CONTRACTOR SHALL USE EXTREME CAUTION WITHIN THE VICINITY OF PUBLIC & PRIVATE UTILITY FACILITIES. THE CONTRACTOR WILL REQUEST THE PRESENCE OF THE RESPECTIVE UTILITY REPRESENTATIVES DURING CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES EVEN IF A PROFILE OF THE UTILITY FACILITIES IS PROVIDED IN THESE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE PUBLIC & PRIVATE UTILITIES AND VERIFYING / OBTAINING THE LOCATION(S) OF THESE FACILITIES.

11. ANY NGVD 29 AND NAVD 88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:

GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE CENTER
ATTN: M/CG - 162
6001 EXECUTIVE BOULEVARD
ROCKVILLE, MD 20852
TELEPHONE: (301) 443-8319

FORT PIERCE ENGINEERING DEPT.

12. CONTRACTOR TO UTILIZE "APPROVED FOR CONSTRUCTION" PLANS ONLY. ANY PLANS NOT "APPROVED FOR CONSTRUCTION" SHALL BE CONSIDERED PRELIMINARY AND SHOULD NOT BE USED FOR BIDDING OR CONSTRUCTION.

13. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ORDERING.

14. SHOP DRAWINGS ARE REQUIRED ON ALL STRUCTURES. THE ENGINEER REQUIRES FIVE (5) BUSINESS DAYS TO REVIEW SHOP DRAWINGS AFTER RECEIPT. ADDITIONAL TIME MAY BE REQUIRED IF LOCAL GOVERNMENT OR MUNICIPALITIES REQUIRE AN INTERNAL REVIEW AND APPROVAL PROCESS.

15. CONCRETE SHALL BE CLASS I > 3,000 PSI MINIMUM COMPRESSIVE STRENGTH UNLESS NOTED OTHERWISE. REINFORCING SHALL BE GRADE 60 DEFORMED STEEL BARS IN ACCORDANCE ASTM A-615.

16. CONTRACTOR SHALL PROTECT ALL EXISTING ABOVE OR UNDERGROUND STRUCTURES, LANDSCAPE FEATURES, TREES AND UTILITIES NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY ITEM DAMAGED BY CONSTRUCTION ACTIVITY TO MEET ALL APPLICABLE CURRENT CODES. ANY REPAIRED / REPLACED ITEMS ARE SUBJECT TO REVIEW AND APPROVAL BY APPLICABLE LOCAL JURISDICTIONAL AGENCY.

17. ALL PROPOSED UTILITY MATERIALS, CONSTRUCTION METHODS, TESTING AND DISINFECTION SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT LOCAL UTILITY COMPANY STANDARDS AND AWWA CURRENT STANDARD. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND UTILIZE A CURRENT COPY OF THE LOCAL REGULATING UTILITY COMPANY STANDARDS AND ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH THEIR STANDARDS. ANY CONFLICT WITH THE CONSTRUCTION DRAWINGS AND THE LOCAL UTILITY COMPANY SHALL BE RESOLVED UTILIZING THE MOST STRINGENT DIRECTIONS.

18. ALL HORIZONTAL AND VERTICAL SURVEY CONTROL POINTS SHALL BE PROTECTED AND UNDISTURBED. IN THE EVENT THAT A CONTROL POINT IS DISTURBED OR DESTROYED, THE POINT SHALL BE RE-ESTABLISHED BY A FLORIDA REGISTERED LAND SURVEYOR. THE METHOD TO RE-ESTABLISH THE POINT SHALL BE APPROVED BY THE CITY / COUNTY ENGINEER AT THE EXPENSE OF THE CONTRACTOR.

19. THE CONTRACTOR SHALL PREPARE A COMPLETE VIDEO RECORD OF THE PROJECT SITE BEFORE BEGINNING ANY WORK. THE VIDEO RECORD SHALL INCLUDE ALL ROADWAY, DRAINAGE AND UTILITIES POINTS OF CONNECTION AND SHALL EXTEND A MINIMUM OF 1800 FEET BEYOND THE WORK LIMITS TO DOCUMENT THE EXISTING CONDITIONS. THE CONTRACTOR SHALL ALSO VIDEO DOCUMENT ALL HAUL ROUTES NEEDED FOR THE OFF-SITE MOVEMENT OF EARTHWORK. COPIES OF THE VIDEO RECORD SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE OWNER PRIOR TO SUBMITTAL OF THE FIRST PAY REQUEST. IF DAMAGE TO EXISTING INFRASTRUCTURE IS RECOGNIZED DURING THE COURSE OF THE PROJECT AND CANNOT BE IDENTIFIED AS A PRE-CONSTRUCTION CONDITION ON THE VIDEO RECORD, THE CONTRACTOR MAY BE REQUIRED TO MAKE PROPER REPAIRS.

20. THE CONTRACTOR SHALL VIDEO TAPE THE EXTERIOR AND REAR YARDS OF ALL HOUSES / BUSINESSES IN THE PROJECT AREA.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL UNSUITABLE MATERIALS, SUCH AS MUCK, ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIAL AS CLASSIFIED BY AASHTO M-145, FOUND SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL, AND REPLACED WITH THE SPECIFIED FILL MATERIAL IN MAXIMUM 12 INCH LIFTS COMPACTED TO NOT LESS THAN 100% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-99. THICKNESS OF LAYERS MAY BE INCREASED, PROVIDED THAT THE EQUIPMENT AND METHODS USED ARE PROVEN BY FIELD DENSITY TESTING AND CAPABLE OF COMPACTING THICK LAYERS TO SPECIFIED DENSITIES.

2. ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON, OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF ONE (1) FOOT. ITEMS DESIGNATED TO REMAIN, TO BE RELOCATED, OR TO BE ADJUSTED SHALL BE SO DESIGNATED ON THE DRAWINGS.

3. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3, OR A-2-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL NOT MORE THAN 12% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, AND STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC. DENSITY TESTS SHALL BE PERFORMED AT THREE (3) LOCATIONS AROUND ANY STRUCTURE. BEGIN TESTING IN THE FIRST FOOT ABOVE THE BOTTOM OF THE STRUCTURE AND THEN EVERY TWO FEET TO WITHIN TWO FEET OF THE FINISH GRADE; THESE DENSITY REQUIREMENTS ARE THE MINIMUM. THE CONTRACTOR SHALL VERIFY DENSITY REQUIREMENTS AND PROTOCOLS WITH THE LOCAL APPROVING AUTHORITY PRIOR TO CONSTRUCTION OR BIDDING OF THE PROJECT.

5. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS AND PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEMS SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE. ALL CONCRETE SHALL BE A MINIMUM 3,000 PSI. SOME LOCAL GOVERNMENT STORMWATER PROJECTS MAY REQUIRE TELEVISING OF THE STORM SEWER. CONTRACTOR SHOULD BE KNOWLEDGEABLE OF THIS REQUIREMENT PRIOR TO BIDDING OF THE PROJECT.

6. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.

7. THE CONTRACTOR MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20 302(4), F. A C.

STORM SEWER NOTES

1. STANDARD SEPARATION FOR ALL WATER AND/OR WASTEWATER MAINS, HORIZONTAL AND VERTICAL, SHALL BE PER FDEP REQUIREMENTS, PROVISIONS OF F.A.C. RULE 62.604 AND TEN STATES STANDARD OR LOCAL MUNICIPALITIES, WHICHEVER IS MORE STRINGENT.

2. ALL DISTURBED OUTFALL DRAINAGE AREAS SHALL BE SODDED UPON COMPLETION OF GRADING AFTER AS-BUILT GRADE ELEVATIONS ARE APPROVED BY THE ENGINEER.

3. PRIOR TO FINAL PAYMENT FOR RETENTION, DETENTION AND DRAINAGE DITCH QUANTITIES, ALL SLOPES AND SWALES SHALL BE SODDED TO AVOID EROSION.

4. THERE IS TO BE NO OFF-SITE HAULING WITHOUT PRIOR APPROVAL AND ALL EXCAVATED MATERIAL SHALL BE USED ON-SITE. COORDINATION WITH THE OWNER IS REQUIRED FOR THE REMOVAL OF ANY UNSUITABLE MATERIALS.

5. THE CONTRACTOR SHALL CONSTRUCT THE STORMWATER MANAGEMENT SYSTEM IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES AND WATER QUALITY ON OR OFF-SITE. THE CONTRACTOR SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.

6. WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE CONTRACTOR SHALL ASSIST THE DESIGN ENGINEER TO PROVIDE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. SEE ALSO AS-BUILT REQUIREMENTS.

7. A STABLE PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION TO THE WATER MANAGEMENT DISTRICT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITHIN THE CERTIFICATION REPORT.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING OF THE WATER QUALITY MANAGEMENT SYSTEM.

9. INLETS (425 / 430): INCLUDES THE LIST OF MATERIALS / INSTALLATION / DEWATERING STABILIZATION / AS-BUILT SURVEYING / TESTING. ALL STRUCTURES WILL REQUIRE THREE (3) COMPACTION TESTS AT DIFFERENT LOCATIONS AND UNDER STRUCTURES OR PER LOCAL APPROVING AUTHORITY, WHICHEVER IS MORE STRINGENT.

10. PIPE CULVERTS AND STORM SEWERS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH SECTION 430 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

11. HDPE (HIGH DENSITY POLYETHYLENE) CULVERT SHALL BE N-12 INSTALLED PER MANUFACTURER RECOMMENDATIONS. MANUFACTURER IS ADS (ADVANCED DRAINAGE SYSTEMS, INC.) AIR ENTRENCHED PIPE.

12. ALL ADS STORM PIPE SHALL BE CLASS II HDPE, SMOOTH WALLED INTERIOR, AND MEET THE MINIMUM REQUIREMENTS AS SPECIFIED IN SECTION 119 OF THE CITY OF FORT PIERCE CODE OF ORDINANCES.

FILTER FABRIC (STORM PIPE JOINTS)

THE CONTRACTOR SHALL WRAP ALL STORM PIPE JOINTS. CONSTRUCTION SHALL BE PER F.D.O.T. INDEX NO. 280 WITH WOVEN GEOTEXTILE TYPE D-3 (F.D.O.T. INDEX NO. 199), SECURED W / STRAPPING. ALL JOINTS SHALL BE WRAPPED FOR A MINIMUM OF 188 INCHES FROM THE BAND OR JOINT OR BELL AND SPIGOT AS APPLICABLE.

DEWATERING

STORM SEWER PIPES AND STRUCTURES AND UTILITIES SHALL BE LAID "IN THE DRY", UNLESS OTHERWISE APPROVED IN WRITING BY THE UTILITY AND ENGINEER OF RECORD. THE CONTRACTOR, AT NO DIRECT COST TO THE OWNER, SHALL PERFORM ALL DEWATERING ACTIVITY. TRENCH EXCAVATIONS SHALL BE DEWATERED BY USING ONE OR MORE OF THE FOLLOWING METHODS: SOCK DRAINS, WELL POINT SYSTEM, SUMP PUMPS OR OTHER METHOD(S) AS APPROVED BY THE ENGINEER. DEWATERING SYSTEMS SHALL BE UTILIZED IN ACCORDANCE WITH GOOD STANDARD PRACTICE AND MUST BE EFFICIENT ENOUGH TO LOWER THE WATER LEVEL IN ADVANCE OF THE EXCAVATION AND MAINTAIN IT CONTINUOUSLY TO KEEP THE TRENCH BOTTOM AND SIDES FIRM AND DRY. IF THE MATERIAL ENCOUNTERED AT TRENCH GRADE IS SUITABLE FOR THE PASSAGE OF WATER WITHOUT DESTROYING THE SIDES OR UTILITY FOUNDATION OF THE TRENCH, SUMPS MAY BE PROVIDED AT INTERVALS AT THE SIDE OF THE MAIN TRENCH EXCAVATION, WITH PUMPS USED TO LOWER THE WATER LEVEL BY TAKING THEIR SUCTION FROM SAID SUMPS. DISCHARGE FROM DEWATERING SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT WILL NOT INTERFERE WITH NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. ALL DISCHARGE SHALL BE IN ACCORDANCE WITH ANY SFWMD ISSUED PERMITS. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED OR IN PROGRESS OR TO THE SURFACE OF STREETS OR TO PRIVATE PROPERTY. THE ENGINEER OF RECORD AND NECESSARY REGULATORY AGENCIES, PRIOR TO CONSTRUCTION, SHALL APPROVE THE PROPOSED DEWATERING METHOD(S) AND SCHEDULE. ADDITIONALLY, WHERE PRIVATE PROPERTY WILL BE INVOLVED, THE CONTRACTOR SHALL OBTAIN ADVANCE PERMISSION FROM THE PROPERTY OWNER.

CONFLICTS

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME ACQUAINTED WITH EXISTING CONDITIONS AND TO LOCATE STRUCTURES AND STORM PIPES ALONG THE PROPOSED STORM PIPE ALIGNMENT IN ORDER TO AVOID CONFLICTS. WHERE ACTUAL CONFLICTS ARE UNAVOIDABLE, WORK SHALL BE COORDINATED WITH THE FACILITY OWNER AND PERFORMED SO AS TO CAUSE AS LITTLE INTERFERENCE AS POSSIBLE WITH THE SERVICE RENDERED BY THE FACILITY DISTURBED. ALL AFFECTED UTILITIES SHALL BE NOTIFIED PRIOR TO EXCAVATION IN THEIR VICINITY. CONTRACTOR TO POTHOLE ALL CONFLICTS OF EXISTING UTILITIES AND PROPOSED IMPROVEMENTS AT LEAST 10 DAYS PRIOR TO CONSTRUCTION TO CONFIRM CONFLICT RESOLUTION SHOWN ON THE PLANS.

SOD

1. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL NAME AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND. ALL SODDED AREAS SHALL BE GRASSED AS SPECIFIED ON PLANS AND SURVIVAL GUARANTEED FOR NINETY DAYS FROM DATE OF REPLACEMENT. SURVIVAL OF ALL RELOCATED TREES SHALL BE GUARANTEED FOR 1 YEAR AFTER TRANSPLANTING.

2. SODDING SHALL CONSIST OF SITE PREPARATION, FURNISHING AND PLACING SOD, STAPLES AND FERTILIZER AND IRRIGATING AT THE RATES AND MANNER DESCRIBED IN THIS SPECIFICATION FOR THE DESIGNATED AREAS.

3. UNLESS NOTED OTHERWISE ON LANDSCAPE PLANS, SOD SHALL BE ARGENTINE BAHIA GRASS AND SHALL BE 12-INCH BY 12-INCH SQUARES OR OTHER COMMERCIALLY AVAILABLE RECTANGLES. THE SOD SHALL BE SUFFICIENTLY THICK (MINIMUM THICKNESS OF 2 INCHES) TO PROVIDE A DENSE STAND OF LIVE GRASS. THE SOD SHALL HAVE BEEN GROWN ON MINERAL SOIL. SOD SHALL BE LIVE, FRESH, AND UNINJURED AT THE TIME OF PLANTING AND SHALL BE PROTECTED FROM DRYING OUT BY SHADING AND WATERING FROM THE TIME IT IS DUG UNTIL PLANTING.

4. FERTILIZER SHALL BE EITHER IN THE LIQUID OR DRY FORM. FERTILIZER SHALL BE UNIFORM IN COMPOSITION, FREE-FLOWING AND SUITABLE FOR APPLICATION WITH STANDARD EQUIPMENT. THE FERTILIZER SHALL CONFORM TO THE FLORIDA FERTILIZER LAWS IN EFFECT ON THE DATE OF IT BEING PLACED AND SHALL BE DELIVERED IN BAGS, BOTTLES, DRUMS, OR OTHER CONVENIENT CONTAINERS, EACH FULLY LABELED AND BEARING THE NAME, TRADEMARK, ANALYSIS, AND WARRANTY OF THE PRODUCT. FERTILIZER SHALL HAVE AN AVAILABLE PLANT FOOD ANALYSIS OF 18-0-10 OR EQUIVALENT PLANT FOOD VALUE AND SHALL BE MIXED WITH THE TOP 3 TO 4 INCHES OF SOIL. FERTILIZER SHALL BE APPLIED AT THE RATE OF 1 POUND PER 1,000 SQ. FT NOT TO EXCEED 2-4 LBS. PER YEAR. ALL FERTILIZERS MUST BE AT LEAST 50% SLOW RELEASE NITROGEN AND CONTAIN NO PHOSPHORUS UNLESS THE SITE HAS BEEN TESTED AND VERIFIED AS PHOSPHORUS DEFICIENT BY THE UF-IFAS EXTENSION OFFICE. ALL FERTILIZER APPLICATION SHALL BE IN ACCORDANCE CITY OF FORT PIERCE AND SAINT LUCIE COUNTY SPECIFICATIONS.

5. STAPLES FOR SOD PLACED ON SIDE SLOPES 3:1 & STEEPER SHALL BE BLACK IRON WIRE NOT SMALLER THAN 14 GAUGE, AND BENT FROM A LENGTH OF WIRE AT LEAST 25 INCHES LONG INTO A 'U' WITH A 1 INCH WIDTH AT THE CROWN. COST OF STAPLES SHALL BE INCIDENTAL TO THE SOD UNIT PRICE.

6. WATER USED FOR IRRIGATION MAY BE OBTAINED FROM ANY APPROVED SOURCE. IT SHALL BE FREE OF EXCESS AND HARMFUL CHEMICALS, ACIDS, ALKALIES, OR ANY SUBSTANCE, WHICH IS HARMFUL TO PLANT GROWTH.

7. WHERE SODDING WILL BE DONE, ALL LOOSE ROCK, WOODY MATERIAL, AND OTHER OBSTRUCTIONS THAT WILL INTERFERE WITH SODDING SHALL BE REMOVED AND THE AREA SHALL BE REASONABLY SMOOTH AND UNIFORM. LIME AND FERTILIZER WILL BE APPLIED IN THE SAME QUANTITY AND MANNER AS SPECIFIED BY THE MANUFACTURER.

8. THE SOD STRIPS SHALL BE LAID IN A STAGGERED PATTERN WITH SNUG EVEN JOINTS. ALL JOINTS SHALL BE BUTTED TIGHT TO PREVENT VOIDS. IMMEDIATELY FOLLOWING SOD PLACEMENT, IT SHALL BE ROLLED OR TAMPED TO INSURE SOLID CONTACT OF ROOT MAT TO SOIL SURFACE. THE SOD SHALL BE SECURELY ANCHORED TO THE SOIL BY PINNING WITH STAPLES OR WOODEN PEGS WHEN PLACED ON SLOPES 3:1 OR STEEPER. COST OF STAPLES AND PEGS SHALL BE INCIDENTAL TO THE SOD UNIT PRICE. PIN OR PEG EACH SEPARATE PIECE OF SOD PLACED OR EVERY 3 FEET ALONG EACH CONTINUOUS STRIP OF SOD.

SOIL EROSION PLAN

1. NO POLLUTION OR EROSION CAUSED BY THIS PROJECT WILL BE ALLOWED IN THE STORMWATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL INSTALL ANY DEVICES NECESSARY TO PREVENT POLLUTION OR EROSION. THE COST OF POLLUTION AND EROSION CONTROL SHALL BE INCIDENTAL TO THE COST OF THE CONSTRUCTION.

2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A SITE SPECIFIC SOIL EROSION CONTROL PLAN. IN GENERAL, THE SOIL EROSION CONTROL PLAN SHALL REQUIRE THAT ALL ON-SITE SOILS WILL REMAIN ON-SITE AND WILL NOT ERODE INTO THE ADJACENT ROADSIDE SWALES, ADJACENT PROPERTIES OR RETENTION DITCHES. ALL EXISTING SWALES SHALL REMAIN SODDED DURING CONSTRUCTION. THE CONTRACTOR SHALL SCARIFY ONLY AS NECESSARY TO CONSTRUCT THE PROJECT. THE CONTRACTOR SHALL SCARIFY AREAS TO PLACE VARIOUS PIPE WORK. AFTER PLACEMENT OF THE PIPE, THESE TRENCHES SHALL BE BACKFILLED AND COMPACTED TO 98% MODIFIED PROCTOR AASHTO T-180. PRIOR TO DISCHARGE FROM THE SITE, SILTATION BARRIERS AND HAY BALES SHALL BE UTILIZED AS PER FDOT INDEX 102. THE DRAINAGE WHICH OUTFALLS TO THE RETENTION AREAS SHALL BE STABILIZED AND SODDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. ANY DEWATERING OR PUMPING OF WATER INTO THE ROADSIDE SWALES OR RETENTION SWALES SHALL BE STAKED WITH BALED HAY AND SILTATION FENCES AS PER FDOT INDEX 102 TO AVOID FILLING THESE AREAS. UPON COMPLETION OF THE SITE WORK, ALL AREAS SHALL BE SODDED TO AVOID EROSION. CONTRACTOR IS REQUIRED TO COMPLY WITH ALL STATE WATER QUALITY CRITERIA. SPECIFICALLY, NO OFF-SITE DISCHARGES WILL BE ALLOWED WHICH EXCEED THE STATE TURBIDITY CRITERIA.

WATER QUALITY NOTES

1. THE CONTRACTOR MUST MAINTAIN A COPY OF THE LATEST LOCAL WATER MANAGEMENT DISTRICT SURFACE WATER PERMIT, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY DISTRICT REPRESENTATIVES. THE CONTRACTOR SHALL REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THE PERMIT.

2. ALL ACTIVITIES SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY LOCAL SURFACE WATER PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL BE CONSIDERED A VIOLATION OF THE PERMIT. PRIOR TO ANY WORK COVERED BY A PERMIT FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), A NOTICE OF CONSTRUCTION COMMENCEMENT (FORM 0960) MUST BE SUBMITTED TO SFWMD BY THE PERMITTEE OR AUTHORIZED AGENT.

3. THE LOCAL WATER MANAGEMENT DISTRICT AUTHORIZED STAFF, UPON PROPER IDENTIFICATION, MUST BE GRANTED PERMISSION TO ENTER, INSPECT AND OBSERVE THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.

4. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS. ALL PRACTICES MUST BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATIONS 1988), WHICH ARE HEREBY INCORPORATED BY REFERENCE, UNLESS A PROJECT'S SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE SFWMD PERMIT, IN WHICH CASE THE PRACTICES MUST BE IN ACCORDANCE WITH THE PLAN. IF SITE'S SPECIFIC CONDITIONS REQUIRE ADDIT

From: Lugey Dawson
To: Tracy Telle
Cc: Gelencia Carter; Monica Gonzales
Subject: RE: Kings Landing Offsite Watermain Upgrade - Bid No. 2024-016
Date: Wednesday, May 22, 2024 9:18:59 AM
Attachments: image003.png
Contractor Executed modified bid form. .pdf
Extension Request.pdf

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good morning Ms. Carter,

FPUA staff has reviewed the submitted bids and recommends the award of the contract for the construction of the Kings Landing Off-Site Water Main Upgrades to RK Contractors, Inc. of Ft. Pierce Florida, in an amount not to exceed $297,913.28.

RK Contractors Inc. was the lowest responsible bidder.

Attached is the contractor-executed modified bid form and extension request form.

Thanks,

Lugey Dawson
Supervising Engineer
W/WW Engineering Dept.
Fort Pierce Utilities Authority
1701 South 37th Street
Fort Pierce, FL 34947
ldawson@fpua.com
(772) 466-1600 ext. 3428

From: Tracy Telle <ttelle@cityoffortpierce.com>
Sent: Wednesday, May 22, 2024 8:53 AM
To: Lugey Dawson <ldawson@fpua.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>; Monica Gonzales <mgonzales@cityoffortpierce.com>
Subject: Kings Landing Offsite Watermain Upgrade - Bid No. 2024-016

CAUTION: This email originated from outside of FPUA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lugey,

Based on our conversation we will be requesting award of the construction contract to the low bidder, RK Contractors, in an amount not to exceed $314,613.28. Prior to placement on the agenda our Purchasing Department requires an email or memo from the project manager relaying their desire to award the bid to an identified bidder and include the amount of the award. Can you please provide your recommendation?

Thank you,

Tracy S. Telle | Assistant City Engineer | City of Fort Pierce
Engineering Department
Phone: 772.467.3776, Fax: 772.467.6847, 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey



Please note: Florida has a very broad public records law. Most written communications to or from Fort Pierce Utilities Authority employees regarding government business are public records, available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

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

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and ***City of Fort Pierce, Florida*** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds;

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), DEO has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State;

WHEREAS, DEO has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to Section 288.101, F.S.;

WHEREAS, DEO is authorized to enter into this Agreement pursuant to section 288.101, F.S.. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other DEO-approved form of official authorization, a copy of which is attached as Exhibit E and made a part of this Agreement;

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
  - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee's Resolution**
- **Exhibit E: Notice of Completion and Engineer's Certification of Compliance**
- **Exhibit F: State and Federal Statues, Regulations, and Policies;**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM. This Agreement is effective as of the date on which DEO executes this Agreement (such date, the "Effective Date") and shall continue until the earlier to occur of (a) December 31, 2036 (such date, the "Expiration Date") unless an extension of the time period is requested by Grantee and granted in writing

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by DEO prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by DEO in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. **PERFORMANCE REQUIREMENTS:** Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. **TYPE OF AGREEMENT:** This Agreement is a ***cost reimbursement*** agreement.

4. **RELEASE OF FUNDS:** DEO shall pay Grantee up to ***Two Million Seven Hundred Forty-Five Thousand Two Hundred Twenty-Thee Dollars and Zero Cents ($2,745,223.00)*** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by DEO. Grantee shall not use funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. DEO has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and DEO may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if DEO determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by DEO.

5. **PAYMENTS TO GRANTEE:**

a. Grantee shall provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due

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to preparation errors will result in a delay of payment. DEO is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN**: In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. DEO shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, DEO shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to DEO, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DEO to enter into this Agreement, and in reliance on which DEO has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon DEO's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event

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which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. DEO shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through DEO's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to DEO or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for

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any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two ($35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to DEO if Grantee, or any of Grantee's affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

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a) Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of DEO's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1) (a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b) If DEO does not possess a record requested through a public records request, DEO shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S.

c) Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

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this Agreement term and following completion of this Agreement if Grantee does not transfer the records to DEO upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one business day from receipt of such request.

g) Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of s. 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

b) Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) Section 288.101, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute

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discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to DEO any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to DEO such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 30 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." DEO may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. DEO is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if DEO imposes financial consequences on Grantee pursuant to the terms of this Agreement, DEO has the right to recoup all resulting cost, monetary loss and/or funds owed to DEO or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to DEO or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay DEO in full such cost, loss, and/or funds owed to DEO or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe. DEO, in DEO's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to DEO or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@deo.myflorida.com. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of

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business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
   i. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
   ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all

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expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend DEO against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

e. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Grantee shall provide to DEO a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without DEO's written permission; provided further that Grantee shall, at all times, follow DEO's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

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g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of this Agreement unless otherwise authorized in writing by DEO.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

18. INSURANCE: During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) calendar days of the Effective Date, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

b. DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

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a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S.. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person,

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firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S..

22. **INDEPENDENT CONTRACTOR STATUS:** In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by DEO in Exhibit A, SCOPE OF WORK, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. **ELECTRONIC FUNDS TRANSFER**: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor

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instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. **MODIFICATION:** If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

25. **TIME IS OF THE ESSENCE:** Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. **CONSTRUCTION; INTERPRETATION**: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. **TERMINATION:** DEO may terminate this Agreement if:

a. DEO determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24-hour written notice to Grantee. DEO shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee

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fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by DEO of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if DEO exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. **DISPUTE RESOLUTION:** Unless otherwise stated in Exhibit A, SCOPE OF WORK, DEO shall decide disputes concerning the performance of this Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

29. **INDEMNIFICATION:** (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

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any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold DEO harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to DEO for reimbursement for costs under this Agreement where DEO is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to

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mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing DEO in DEO's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of DEO. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this

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Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager**:
City of Fort Pierce	Nicholas C. Mimms
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Phone: 772-467-3052	Phone: 772-467-3793
FEIN: 59-6000322	Email: nmimms@cityoffortpierce.com

DEO's Agreement Manager:

Adam Madlinger, FCCM
107 E. Madison St. MSC-80
Tallahassee, Fl 32399
Phone: 850-717-8987
Email: Adam.Madlinger@deo.myflorida.com

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly-authorized officials sign this Agreement.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**CITY OF FORT PIERCE, FLORIDA**	
By	DocuSigned by: Meredith Ivey 52B8BB3C192F445... Signature	**By**	Linda Hudson Signature
Title	**Merideth Ivey Acting Secretary**	**Title**	**Linda Hudson Mayor**
Date	4/4/2023	**Date**	3/14/2023

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

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: DocuSigned by: AA5D1E9D97684B4...

Approved Date: 3/29/2023

CITY OF FORT PIERCE, CITY CLERK

By: Linda W. Cox

Approved Date: 12/19/2022

CITY OF FORT PIERCE, CITY ATTORNEY

By:

Approved Date: 3/14/2023

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Exhibit A
SCOPE OF WORK

1. **PROJECT DESCRIPTION:** Section 288.101, Florida Statutes ("F.S."), established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded $2,745,223.00 for Downtown Waterfront Corridor improvements to include the reconstruction of Indian River Drive from Marina Way to Seaway Drive, the restoration of the aging central utilities, pedestrian safety enhancements along A.E. Backus Avenue and Indian River Drive, and reconstruction of Moore's Creek Bridge.

2. **GRANTEE'S RESPONSIBILITIES**:

a. **COMMENCEMENT AND TIMELINE.**

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
DEO shall not reimburse Grantee for any work performed prior to the Effective Date unless DEO expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:

a) Provide to DEO's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and

b)Request from DEO's Agreement Manager a Notice to Proceed.

DEO shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence by March 1, 2023, and shall be completed on or before the fifth anniversary of the Effective Date (the "Completion Date"), unless terminated earlier. DEO shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to DEO upon DEO's request to DEO's satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, DEO may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.**

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to DEO that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to DEO certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to DEO on or before the Commencement Date, DEO may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to DEO its written notification of either its intent to:

a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and

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regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by DEO, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.

4) If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of Sections 255.0991 and 255.0992, F.S..

5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.

6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.

7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. DEO shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.

8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 for each occurrence, and property damage insurance of at least $100,000 for each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of this Agreement, when it includes construction within the limits of a railroad right-of-way, Grantee must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it meets any other applicable standards.

11) Grantee shall expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the fundsfor any legal action against the State or DEO, or costs associated with preparation of the Proposal.

12) Upon completion of the work authorized by this Agreement, Grantee shall notify DEO in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit F. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from DEO in advance of the deviation being constructed.

13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in Exhibit E. The terms of this provision shall survive the termination of this Agreement and may be enforced by DEO.

c. **RETURN ON INVESTMENT**. Grantee's failure to meet the Return on Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.

1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least $0.00 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work,

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after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Capital Investment Date").

2) Grantee shall certify that at least 484 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Job Creation Date").

3) Grantee shall certify that [0] Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

d. **COMPLETION OF CONSTRUCTION**: Grantee shall complete the following tasks:

1) Design and Engineering

a) Complete project design in a manner consistent with the description in Section 1 of this Scope of Work.
b) Obtain South Florida Water Management District Environmental Resource permit.
c) Obtain Florida Department of Transportation Right-of-Way permit.
d) Obtain Florida Department of Environmental Protection Environmental Resource permit.

2) Construction:

a) Reconstruction of Indian River Drive from Marina Way to Seaway Drive.
b) Reconstruction of central utilities,
c) Pedestrian safety enhancements along A.E. Backus Avenue and Indian River Drive
d) Reconstruction of Moore's Creek Bridge.

3. DEO'S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Grantee.

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

Deliverable No. 1: Design and Permits		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete design plans and permitting activities as described in Section 1, 2.b, and 2.d.1 of this Scope of Work.	Grantee may be allowed reimbursement upon design plans and permitting in accordance with Sections 2.b and 2.d.1 of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies (in digital or hard copy format) of final design plans and copy of permits.	Failure to meet the minimum level of service for this Deliverable and Deliverable 2 shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $1,000,000.00
Deliverable No. 2: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the infrastructure activities as described in Section 1, 2.b, and 2.d.2 of this Scope of Work.	Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2b. and 2.d.2 of this Scope of Work in the following	Failure to meet the minimum level of service for this Deliverable and Deliverable 1 shall result in non-payment.

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	increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	Any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $1,745,223.00
TOTAL AMOUNT NOT TO EXCEED $2,745,223.00		

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this agreement.

5. Additional Financial Consequences: The following financial consequences apply under the following circumstances:

a. RETURN ON INVESTMENT. If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then DEO will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. DEO has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If DEO makes such a demand for repayment, Grantee shall remit funds to DEO within twenty-four (24) months of such demand. In addition to any other remedies available to DEO, in the event that Grantee fails to remit such funds to DEO within twenty-four (24) months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. DEO will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. DEO shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate sanctions imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

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b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and DEO shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for $100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for $90,000, and the remaining $10,000 will be withheld.

c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), DEO hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by twelve (12) months. In the event that Grantee exercises the Option, within ten (10) business days of exercising the Option, Grantee shall pay to DEO a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to DEO written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon DEO's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

d. The Parties acknowledge and agree that the remedies set forth in this Section 5 constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by DEO would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each of the Parties further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DEO will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions DEO would not enter into this Agreement.

6. REPORTING:

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Quarterly reports are due to DEO no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are: September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the ten (10) year anniversary of the Completion Date falls, Grantee shall provide DEO with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project

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after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

a. Grantee shall provide one invoice per quarter for all services rendered during the applicable period of time.
b. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
    2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
    3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
    4) Photographs of the project in progress and completed work;
    5) A copy of all supporting documentation for vendor payments;
    6) A copy of the cancelled check(s) specific to the project; and
    7) A copy of the bank statement that includes the cancelled check.
c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's rights under this Agreement, at law, or in equity, including but not limited to, DEO's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

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10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide advance written notification to DEO, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, in DEO's sole discretion, to demand that Grantee reimburse DEO for part or all the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.

    2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.

1) New Job – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state.

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New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).

1) Retained Jobs – Retained Jobs are jobs that would have been eliminated, or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
2) Leased Employees – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
    1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
    2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1,820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
    3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.

c. **Determination of Capital Investment.** DEO accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

- End of Exhibit A (SCOPE OF WORK) -

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Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal

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program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. DEO at each of the following addresses:

   Electronic copies (preferred):
   Audit@deo.myflorida.com

   or

   Paper (hard copy):
   Department Economic Opportunity
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room
   401 111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): Audit@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Exhibit B

FUNDING RESOURCESFEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	U.S. Treasury
Catalog of Federal Domestic Assistance Title	Coronovirus State and Local Fiscal Relief Fund
Catalog of Federal Domestic Assistance Number	21.027
Award Amount	**$2,745,223.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. DEO will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through DEO's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	
Catalog of State Financial Assistance Title	
Catalog of State Financial Assistance Number	

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Award Amount	**$0.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

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RESOLUTION NO. 22-R48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING THE EXECUTION OF A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY SUPPORTING **DOWNTOWN WATERFRONT CORRIDOR INFRASTRUCTURE IMPROVEMENTS;** ADOPTING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to enter into a Florida Job Growth Infrastructure Grant Agreement with the State of Florida Department of Economic Opportunity to support public infrastructure improvements along the Downtown Waterfront Corridor; and

WHEREAS, the City of Fort Pierce has the authority to enter into grant agreements with the State of Florida Department of Economic Opportunity for projects of this nature pursuant to Section 288.101, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Fort Pierce, Florida, as follows:

Section 1. The foregoing findings are true and correct and are hereby adopted and made a part hereof.

Section 2. The City Commission of the City of Fort Pierce does hereby approve and authorize Linda Hudson, Mayor of the City of Fort Pierce, to execute and submit to the State of Florida Department of Economic Opportunity on behalf of the City of Fort Pierce that certain Grant Agreement attached hereto as Attachment "A" and made a part hereof.

Section 3. This Resolution shall become effective upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 19th day of December 2022.

Linda Hudson
LINDA HUDSON, MAYOR

ATTEST:

Lindaw Cox
LINDA W. COX, CITY CLERK
(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

TANYA M. EARLEY, ESQ.
CITY ATTORNEY

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EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
and _____

PROJECT DESCRIPTION:
_____

DEO Agreement
No.
_____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____ _____, 20____.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish DEO a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
   c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
   d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
   e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
   f. Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
   g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
   h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
   c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
   e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

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5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
   a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
   a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
   b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

FPRA Regular Meeting - 5:05 p.m. **7. c.**

Meeting Date: June 11, 2024

Re: Request Award of Avenue D and Means Court Parking Lot Construction Contract to Close Construction Services, LLC - Bid No. 2024-023

Submitted For: Tracy Telle, Assistant City Engineer, Engineering

---

SUBJECT:

Approval to award the Avenue D and Means Court Parking Lot construction contract to the low bidder, Close Construction Services, LLC, in an amount not to exceed $385,610.50.

SUMMARY:

The project includes the construction of a pervious paver public parking lot which will accommodate seventeen vehicles. The parking lot is to be constructed at the southeast corner of Avenue D and Means Court and will include curbing, landscaping, site lighting, custom bike rack, and pedestrian access to Avenue D.

Note: The actual bid amount provided by the low bidder, Close Construction, was increased by $5.00 to a total bid of $385,610.50 due to an error in the original bid.

RECOMMENDATION:

Staff recommends awarding the contract to the low bidder, Close Construction Services, LLC.

ALTERNATIVES:

Deny and rebid the project.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Public Works

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024
Account:	104-9400-563-200
Amount:	$385,610.50

OTHER INFORMATION:

The $385,610.50 construction cost shall be encumbered by FPRA funds, Account No. 104-9400-563-200.

Attachments

Bid Tabulation
Bid Tabulation Memo
Close Construction Bid
SoCal Construction Bid
Plans

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE TABULATION OF BIDS

BID ON:	**AVENUE D AND MEANS COURT PARKING IMPROVEMENTS**
BID NUMBER:	**2024-023**
OPENING DATE:	5/7/24@ 3:00PM
RECOMMENDED AWARD:	Pending

RESPONSE
2 of 25 = 0.08%
0 "No Bids"
Total = 0.08 %

"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 NAME	BID BOND	TOTAL BID PRICE
Close Construction Services, LLC Okeechobee, FL	10%	**$385,605.50**
So Cal Shaker Plates & Construction Site Services, LLC Lake Elsinore , CA	10%	**$389,400.00**

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Tracy Telle, Assistant Engineer**

FROM: **LaTonya Hubbard, Purchasing Agent** *LaTonya Hubbard*

SUBJECT: **Bid No. 2024-023 – Avenue D and Mean Court Parking Improvements**

DATE: **May 7, 2024**

On March 22, 2024, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on April 9 and April 16, 2024, with a scheduled opening at 3:00 PM on May 7, 2024. Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one(1) PDF copy on a USB Drive.

Attached is the tabulation sheet for the above referenced bid. In total, two (2) submissions were received electronically. A copy of each submittal will be sent via email. The file is available for review in the Purchasing Division.

The invitation was sent to 1124 vendors. Twenty-five (25) vendors requested specifications with two (2) responding (0.08%) plus 0 "No Bid" (0.08% total response).

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

Expiration date is **Tuesday**, **July 2, 2024**. Approval to award must be complete by this date.

LH

Attachment

cc: Jack Andrews, City Engineer
Johnna Morris, Director of Finance
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE TABULATION OF BIDS

BID ON:	**AVENUE D AND MEANS COURT PARKING IMPROVEMENTS**
BID NUMBER:	**2024-023**
OPENING DATE:	5/7/24@ 3:00PM
RECOMMENDED AWARD:	Pending

RESPONSE
2 of 25 = 0.08%
0 "No Bids"
Total = 0.08 %

"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 NAME	BID BOND	TOTAL BID PRICE
Close Construction Services, LLC Okeechobee, FL	10%	**$385,605.50**
So Cal Shaker Plates & Construction Site Services, LLC Lake Elsinore , CA	10%	**$389,400.00**

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

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?		✓
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID _____

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2024-023**
Pre-Bid Conference: **10:00AM, WEDNESDAY, APRIL 24, 2024**	**Bid Title: AVENUE D AND MEANS COURT PARKING IMPROVEMENTS**
Mandatory Site-Visit Location: **CITY HALL, 1ST FLOOR** **HECTOR ARIAS CONFERENCE ROOM** **100 NORTH U.S. #1, FT. PIERCE, FL**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, TUESDAY, MAY 7, 2024**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Close Construction Services, LLC **Mailing Address:** 305 NW 4th Ave	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Okeechobee, FL 34972	**Typed or Printed Name:** Thomas C. Close
Type of Entity (Select one): **Corporation** ✓ **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: Florida **Year:** 2018	**Delivery in** 120 **days, After Receipt Order**
Phone Number: 863.467.0831	**Payment Terms: Net 30 Days**
Fax Number: 863.763.6337	**FEIN or SS Number:** 85-09574573
E-Mail Address: ccs@closeconstructionllc.com	**Local Business:** ___Y ✓N **MWBE:** ___Y ✓N
Bid Security is attached, when required, in the amount of $ 38,560.55 **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

BID FORM

PROPOSAL TO THE CITY OF FORT PIERCE FOR AVENUE D AND MEANS COURT PARKING LOT

NAME OF BIDDER: Close Construction Services, LLC

MAILING ADDRESS: 305 NW 4th Ave., Okeechobee, FL 34972

STREET ADDRESS: same as above (Zip Code)

PHONE NUMBER: 863.467.0831

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 4.25.2024	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 40% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
N/A		

Notice to Proceed shall be issued by the City with the specified Work to be completed as describe in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS Bid Bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Close Construction Services, LLC
(Type or Print)

By: _____

Name: Thomas C. Close

Title: President

Dated: 5.7.2024, 2024

(Corporate Seal)

Attest
If Corporation

By: _____

Name: Melissa Stone

Title: Corp. Secretary

Witnesses: Courtney Galassi
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License) General Contractor, Florida CGC1526474, Expiration Date August 31, 202

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. Close Construction Services, LLC
2. Permanent Main Office address. 305 NW 4th Ave., Okeechobee, FL 34972
3. When organized? 4.16.2018
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 6 Years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See Attached List of Current Projects.
7. General character of work performed by you. Earthwork and Site Work.
8. Have you ever failed to complete any work awarded to you? If so, where and why? No
9. Have you ever defaulted on a contract? If so, where and why? No
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. See Attached Completed Projectes
11. List your major equipment available for this contract. See Attached List of Equipment.
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) see attached similar projects
13. Background and experience of the principal members of your company, including the officers. See Attached Resume for Thomas C. Close.
14. Give bank reference. Tabitha Trent, Vice President - South State in Okeechobee, FL. 863.824.4353
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

    See Attached Financial Statement

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at Okeechobee this 7 day of May, 2024.

Contractor:

Close Construction Services, LLC

By: _____

Thomas C. Close, President
(Name & Title)

County of Florida
State of Okeechobee

Thomas C. Close, being duly sworn, deposes and says that he is President of Close Construction Services, LLC, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 7 day of May, 2024.

Courtney Galassi
Notary Public

My Commission Expires

October 24, 2027 (Seal)

NOTARY PUBLIC STATE OF FLORIDA
COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Okeechobee

Thomas C. Close, being first duly sworn, deposes and says:

That he/she is: President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Close Construction Services, LLC
(Firm Name)

By: _____

Title: President

Subscribed and sworn to before me this 7

day of May, 2024

Courtney Galassi
Notary Public

My Commission expires: (Seal)

October 24, 2027

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

END OF SECTION

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 with Bid No. 2024-023 for **Avenue D and Means Court Parking Lot Improvements**

2. This sworn statement is submitted by Close Construction Services, LLC _____ (name of entity submitting sworn statement) whose business address is 305 NW 4th Ave., Okeechobee, FL 34972 _____ and (if applicable) its Federal Employer Identification Number (FEIN) is 85-0974573 _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Thomas C. Close _____ my relationship to the entity (please print name of individual signing) named above is President _____.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

BID FORMS

Signature: _____

Date: 5.7.2024

STATE OF Florida

COUNTY OF Okeechobee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Thomas C. Close who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 7 day of May, 2024.

NOTARY PUBLIC SEAL:

NOTARY PUBLIC STATE OF FLORIDA
COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

My commission expires: October 24, 2027

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: May 7, 2024

Official Address
(Including Zip Code)

305 NW 4th Ave., Okeechobee, FL 34972

By: _____
Thomas C. Close

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-023

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Six thousand five hundred Dollars
(Written)
6,500.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: ____ (Company Contractor) Close Construction Services, LLC

By: _____
(President's Signature)

Thomas C. Close
(President's Typed or Printed Name)

Notarization

Sworn to and subscribed before me in Okeechobee County, Florida on the 7 day of May, 2024.

Notary Public: Courtney Galassi (affix seal) My Commission Expires: October 24, 2027

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Close Construction Services, LLC does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

5.7.2024
Date

END OF SECTION

EXHIBIT "D"
SECTION 016

BID RESPONSE FORM
AVENUE D AND MEANS COURT PARKING LOT IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/PERMITS	LS	1	45,000.00	45,000.00
2	MATERIAL TESTING	LS	1	5,000.00	5,000.00
3	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	4,500.00	4,500.00
4	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	12,000.00	12,000.00
5	CLEARING/GRUBBING/DEMOLITION	LS	1	15,000.00	15,000.00
6	CONCRETE SIDEWALK, 4" THICK, 3,000 PSI W/ FIBERMESH	SY	22	140.00	3,080.00
7	PERVIOUS PAVER PARKING (INCLUDES EXCAVATION, PAVERS, EDGE RESTRAINTS, BASE, SUBGRADE, AND SAND).	SY	910	160.00	145,600.00
8	6" TYPE "D" CURB	LF	485	55.00	26,675.00
9	PERFORMANCE TURF (SOD) (BAHIA)	SY	370	10.00	3,700.00
10	SIGNING & MARING (INCLUDES COLORED BRICK PAVERS, STOP SIGN, AND WHEEL STOPS)	LS	1	5,500.00	5,500.00
11	LANDSCAPING (COMPLETE) INCLUDES MULCH, ROOT BARRIER INSTALLATION AT PROPOSED OAK TREES, AND IRRIGATION PORTABLE WATERING)	LS	1	45,000	45,000.00
12	SITE LIGHTING (CONDUIT, HANDHOLES, ETC.) LIGHTS TO BE PURCHASED AND INSTALLED BY CITY	LS	1	22,000	22,000.00
13	CUSTOM BIKE RACK	EA	1	$12,000.00	$12,000.00
14	CUSTOM BIKE RACK INSTALLATION	LS	1	5,500	5,500.00
Total Site Improvement Bid:					350,550.00
Add 10% Construction Contingency for potential field change orders:					35,055.50
TOTAL FINAL BID:					385,605.50

N/A

EXHIBIT "D"
SECTION 017

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: AVENUE D AND MEANS COURT PARKING LOT IMPROVEMENTS

BID NO. 2024-023

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
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			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2023-023

PROJECT TITLE: AVENUE D AND MEANS COURT PARKING LOT IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Close Construction Services, LLC

Corporate Title: Limited Liability Company

Address: 305 NW 4th Ave., Okeechobee, FL 34972

(Zip Code)

By: Thomas C. Close (Print name) President (Print title)

(Authorized Signature)

Telephone: (863.467.0831

Fax: (863)763.6337

State License # CGC1526474 **(ATTACH COPY)**

County License # N/A **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: General Contractor

Unlimited YES (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D AND MEANS COURT PARKING LOT IMPROVEMENTS

BID NO. 2024-023

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Florida Department of Health / 1100 S Olympia St Clewiston, FL 33440	Clewiston DOH Wic Office Renovation	C. Alan Anderson, Architect	941.929.0329
Sarasota County Public Works / 1001 Sarasota, FL 34240	West Dearborn Low Impact Development Stormwater Pilot Project	Debbie Marks	941.650.2235
Manatee County / Po Box 1000 Bradenton, FL 34206	Porous Paving System for East Bradenton Park	Aaron Rawley	941.705.2619

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT:	**AVENUE D AND MEANS COURT PARKING LOT IMPROVEMENTS**
Bid No.:	2024-023
Project Description:	**Construction of a pervious paver parking lot complete with site lighting, landscaping, and a custom bike rack.**

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: Close Construction Services, LLC

Authorized Signature: _____

Title: President

Date: 5.7.2024

END OF SECTION

April 25, 2024

CITY FORT PIERCE

AVENUE D AND MEANS COURT PARKING IMPROVEMENTS

BID NO. 2024-023

ADDENDUM NO. 1

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

1. **QUESTION:** Is there an available budget on it? It would be greatly appreciated if you could provide it for us.

   ANSWER: **No budget available**.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Thomas C. Close
Typed or Printed

Company Name: Close Construction Services, LLC

Address: 305 NW 4th Ave., Okeechobee, FL 34972

Date: 5.7.2024

/lh

:LOSE
:ONSTRUCTION
:ERVICES, LLC

Current Projects

Project Name and Owner	Description	Contact	Engineer	Total Contract Value	Date of Completion	Percentage Completed
dian River County Renovation of the nes' Pier Conservation Area Bungalow	The existing bungalow will be converted into an interpretive center for use by the public. Work includes addition of a Handicap Ramp, Stairs, Repair and Replacement of Exterior Siding, Roofing, Windows/Doors, Interior Ceilings, Wall Finish, Flooring, Cabinetry, HVAC, Electrical and Plumbing.	Anthony J. Donadio	Donadie & Assoicates	$639,075.00	8.13.2024	20%
ty of Punta Gorda Laishley Park ayground's Splash Pad and Playground	The rehabilitation will include but not be limited to the interactive fountain, installation of additional splash pad features, surfacing, and replacement of the existing holding tank, pump and filtration systems.demolition, grading, drainage, concrete, electrical, and plumbing work.	Anne Heinen	The Weiler Engineering Corporation	$988,992.00	8.15.2024	30%
ty of Lake Worth Beach South Palm rk Sea Level Rise Mitigation ormwater Pump Station	Address the chronic flood conditions at the southern end of the South Palm Park neighborhood by upgrading pump station, piping, and controls.	Steve Fowler	Holtz Consulting Engineers, Inc. and Chan Moore and Associates	$1,097,282.00	7.31.2024	70%
sceola County BVL Drainge provements - Trash Collection Skimmer	Create a stabilized area in the ditch and install a skimmer to remove trash and debris.	Jose Ortiz	Osceola Engineering Incorporated	$637,700.00	6.18.2024	30%
dian River County Kiwanis Hobart Park w Restroom and Sewer Connection	Installation of a lift station and force main, construction of a new restroom building, decommissioing of existing septic system, and demolotion and removal of existing restrrom.	AJ Fasano	Edlund Dritenbas Binkley Architects	$635,858.00	10.7.2024	15%
ty of Winter Haven ingarden/Stormwater Project	construct several structural stormwater improvements in order to promote infiltration throughout multiple lake drainage basins. These types of projects allow for the treatment and percolation of stormwater, identified in the Sustainable Water Resource Management Plan and Chain of Lakes Water Quality Management Plan to provide water quality benefits to Winter Haven's lakes and recharge of its aquifers.	Devin Moore	Cater Kaye Engineering	$673,340.28	5.28.2024	70%

CLOSE CONSTRUCTION SERVICES, LLC
305 NW 4th Avenue, Okeechobee, FL 34972
Phone: 863.467.0831
State License #CGC1526474

Completed Projects

1.

Project Name: Gymnasium Remodeling and Additional Storage Brighton Seminole Indian Reservation

Owner:	Seminole Tribe of Florida
Address:	17350 Ballfield Road Okeechobee, FL 34974
Contact Person:	Tanya McMillion
Telephone:	954.966.6300 Ext:11268
Email:	tanyamcmillion@semtribe.com
Value of Work:	$1,456,070.00
Completion Date:	June 2023

Description : Remosel and renovation of the reception area (126SF), multi-sports training room (958 SF) and weight room (2,180 SF) including all associates MEP work. A (2,555 SF) building addition to house a racquetball court and separate storage room including all associated MEP and Civil / Site Work.

2.

Project Name: Ackerman Vacuum Sewer Collection Systems Zones 1 & 2

Prime Contractor:	Guymann Construction of Florida Inc
Owner:	Charlotte County
Address:	305 SW 3rd St. Cape Coral , FL 33991
Contact Person:	Aaron Hunt-Branch

Telephone: 239.574.4174

Email: aaron@guymann.com

Value of Work: $2,025,000.00

Completion Date: July 2023

Description : Construction of a vacuum pump station including CMU wall, trusses, metal roof, installation of doors, coatings, installation of vacuum equipment, electrical, mechanical and site work.

3.

Project Name: Existing Bleacher Seating Repairs and Improvements at the Okeechobee Agri-Civic Center

Owner: Okeechobee County

Address: 304 NW 2nd Street, Okeechobee, FL 34972

Contact Person: Tiffany Gold

Telephone: 863.763.0805

Email: tgould@okeechobeecountyfl.gov

Value of Work: $89,454.00

Completion Date: April 2024

Description : Miscellaneous Bleacher Repairs and Improvements

Close Construction Services. LLC
Equipment List Heavy Equipment

Year Make and Model

1999 Daewoo 220 Track Hoe Excavator
2007 Wacker Compactor DPU6055/Plate Tamp
2011 Wacker Compactor BPU4045A/Plate Tamp
2010 Wacker Compactor BPU3050A/Plate Tamp
2004 Kubota Mini Excavator
2007 Bobcat T250 Skid Loader
2000 John Deere 444 Loader
2011 Doosan RX264H Jumping Jack
7 Foot Six Way Dozer Blade
1999 Ford F800 Water Truck

CLOSE CONSTRUCTION SERVICES, LLC
305 NW 4th Avenue, Okeechobee, FL 34972
Phone: 863.467.0831
State License #CGC1526474

Similar Projects

1.

Project Name: Clewiston DOG Wic Office Renovation

Owner: Florida Department of Health

Address: 1100 S. Olympia St Clewiston, FL 33440

Contact Person: C. Alan Anderson, Architect

Telephone: 941.929.0329

Email: aanderson@ca3architects.com

Value of Work: $96,199.00

Completion Date: August 2022

Description: Install or relocate frills to match the existing diffusers. Inspect the vav boxes ensuring they are in good working condition and operating properly. Inspect the ductwork to ensuring they are in proper working condition. Inspect the heat strips and controls for the vav boxes to ensure they are operating and performing as intended.

2.

Project Name: Porous Paving System for East Bradenton Park

Owner: Manatee County

Address: Po Box 1000 Bradenton, FL 34206

Contact Person: Aaron Rawley

Telephone: 941.705.2619

Email: aaron.rswley@mymanatee.org

Value of Work: $115,000.00

Completion Date: April 2018

Description : Provide and install Tru-Grid Proplus permeable paving system at the East.

3.

Project Name: West Dearborn Low Impact Development Storm water Pilot Project

Owner: Sarasota County Public Works

Address: 1001 Sarasota Center Blvd. Sarasota, FL 34240

Contact Person: Debbie Marks

Telephone: 941.650.2235

Email: dmarks@scgoc.net

Value of Work: $5,954,305.67

Completion Date: March 2017

Description : Construction of bio-detention/bio-retention systems, stormwater piping and structures, irrigation, landscape, pavement, and sidewalk removal, excavation, grading, compaction, curbing, erosion and pollution control, pavement striping, and signage in an existing heighborhood.

CLOSE CONSTRUCTION SERVICES, LLC
305 NW 4th Avenue, Okeechobee, FL 34972
Phone: 863.467.0831
State License #CGC1526474

THOMAS C. CLOSE, President/ Project Manager

TECHNICAL EXPERTISE / QUALIFIER

EDUCATION
B.S. Building and Construction, University of West Florida

A.A. Indian River Community College

LICENSE
Licensed General Contractor – State of Florida #CGC1526474

YEARS EXPERIENCE
35+

Mr. Close has over 35 years of professional experience in commercial, civil, and residential construction. He has a history of producing quality projects which are completed on schedule and within the budget. Mr. Close has successfully completed several fast-track design-build projects by employing effective coordination between all team members (design, construction, and Owner).

EXPERIENCE HIGHLIGHTS – (Completed as Project Manager for Close Construction, LLC)

- Southport Unit 5 Area Vacuum Sewer System. Project Manager. Construction of a vacuum station CMU Building to house vacuum sewer collection system. Work included construction of the CMU building, installation of metal roof, overhead doors, aluminum doors, louvers, HVAC, plumbing and electrical work. Installation of pipe, valves and fittings. Completed: July 2020

- BC BSS Facility Upgrades Dock Addition. Project Manager. Demolition of an existing dock, construction of a new dock including installation of 10" PT Timber Piles, 2" x 6" Joist framing, 2" x 6" deck boards and new PT railing. Completed: January 2020

- Boy and Girls Club Kitchen Renovation. Project Manager. Interior alteration to existing kitchen area, selective demolition, new wall, flooring, title ceiling, painting, purchase and installation of a new AC unit, installation of new kitchen equipment. Completed: April 2019

- Landfill Trap Replacement. Project Manager. Removal of existing tire ballast and damaged 12 mil rain trap, repairs of slope erosion, install new rain trap with tire ballast. Completed: May 2018

- Three Island Reuse Irrigation Project. Project Manager. Installation of approximately 3,775 LF of pressurized reuse irrigation main, installation of irrigation service lines, storage tank construction of a pump station, road restoration, pressure testing. Completed: April 2018.

- Ahfachkee School Expansion – Generator and Trailer Relocation Project, Clewiston, FL. – Project Manager. Relocation of two trailers, generator, and construction of a generator pad and sidewalk. Completed: February 2018.

- ADA and Drainage Improvements at Wabasso School Sebastian, FL – Project Manager. Remove and replace concrete walk, ramps and stairs to meet ADA standards and update drainage system to capture downspout from walkway roof. Completed: April 2017.

- Big Cypress Seminole Indian Reservation Western Water Conservation Basin 2, Siphon 2, Clewiston, FL – Project Manager. Construction of four new pump stations and construction of levees and canals. Completed: March 2017.

- Eastern Regional Water Supply Facility Laboratory Air Flow Control System and Misc Improvements, Orlando, FL – Project Manager. Remove of the existing chain link fencing and replacement with new 8' chain link fence with three strands of barbwire including gates. Replacement of laboratory air flow control system including new supply air valves and exhaust air valves. Includes control software, programming, dell computer and monitor. Replacement of air cooled water chillers including interface with the building. Completed: December 2016.

- West Dearborn Low Impact Development Storm Water Pilot Project, Sarasota, Florida – Project Manager. Construction of bio-detention/bio-retention systems, storm water piping and structures, irrigation and landscape, and miscellaneous streetscape items. Project included construction of pervious parking, sidewalks, permeable pavers, clearing and grubbing, pavement and sidewalk removal, excavation, grading and compaction, curbing, erosion and pollution control, pavement striping, and signage. Completed: February, 2014.

- Lakes Park Water Quality Restoration Project, Lee County, Florida - Project Manager. Construction of rock/soil peninsulas within the East and West Lakes at Lakes Regional Park, creating a serpentine flow way with extensive associated littoral zones and upland areas planted with appropriate vegetation to enhance nutrient removal from the water and provide wildlife habitat. Included clearing and grubbing, temporary

access road with water crossing and turbidity monitoring throughout the project. Completed: December, 2012.

- Powell Creek Preserve Filter Marsh and Hydrologic Restoration, Lee County, Florida – Project Manager. Construction of 19-acre wetland filter marsh on existing undeveloped site. Work included clearing and grubbing, excavation and removal offsite of 143,049 CY of excess fill, grading, construction of trails/maintenance berms, installation of control structures, wet well, pumps, controls, fencing, storm water inlets, rip rap, manholes, and stabilized low flow crossing of Powell Creek. Extensive dewatering, erosion/sediment control was required in an environmentally sensitive location. Completed: September, 2012.

- G435 Pump Station (G509B Compartment B Build-Out), Palm Beach County, Florida – Project Manager. The project is part of the South Florida Water Management District's Everglades Restoration Plan. It involved the construction of a 480-cubic foot per second pump station utilizing (3) three Axial pumps with 160-cubic foot per second capacity each and the installation of berms and levees located in Compartment B of the Everglades. Completed December, 2011.

- Ridgway Acres Subdivision, Okeechobee County, Florida – Project Boromei. Developed a 60-acre residential subdivision. Work included clearing, earthwork, installation of underground utilities, roadway, and drainage system consisting of two retention lakes and drainage outfall structures. Completed February, 2007.

- Locals Restaurant Building & Site Work, Okeechobee, Florida – Project Manager. This project was an 8,529 S.F. design-build project utilizing a 2-story Varco Pruden metal building. Original building layout included custom bar, ice cream parlor, mezzanine, commercial kitchen, and restaurant areas. Completed in 2005.

CLOSE CONSTRUCTION SERVICES, LLC

FINANCIAL STATEMENTS

AND

SUPPLEMENTARY SCHEDULES

(Unaudited - Read Accountant's Review Report)

Years Ended December 31, 2023 and 2022

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SALLIE C. WATSON
CERTIFIED PUBLIC ACCOUNTANT
2525 86th AVENUE
VERO BEACH, FLORIDA 32966
Telephone 772-473-1632

Independent Accountant's Review Report

To the Members
Close Construction Services, LLC

I have reviewed the accompanying financial statements of Close Construction Services, LLC relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility
My responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of my procedures provide a reasonable basis for my conclusion.

I am required to be independent of Close Construction Services and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

Accountant's Conclusion
Based on my reviews, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information
The accompanying information, "Schedule I – Contracts in Progress" and "Schedule II – Contracts Completed" as of December 31, 2023 is presented for purposes of additional analysis and is not a required part of the basic financial statements. "Schedule I - Contracts in Progress" and "Schedule II - Contracts Completed" are the responsibility of management and were derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. Schedules I and II have been subjected to the review procedures applied in my review of the basic financial statements. I am not aware of any material modifications that should be made to "Schedule I – Contracts in Progress" or "Schedule II – Completed Contracts". I have not audited "Schedule I - Contracts in Progress" or Schedule 2 – Completed Contracts.

Sallie C. Watson, CPA
March 11, 2024

CLOSE CONSTRUCTION SERVICES, LLC
BALANCE SHEETS
December 31, 2023 and 2022

ASSETS

	2023	2022
Current assets:		
Cash	$ 164,203	$ 75,180
Contracts receivable	156,847	-
Accounts receivable-affiliates	45,111	-
Accounts receivable-other	1,627	
Contract assets	117,470	2,640
Total current assets	485,258	77,820
Property and equipment:	19,270	-
Accumulated depreciation	(77)	-
Net property and equipment	19,193	-
Total assets	$ 504,451	$ 77,820

LIABILITIES AND MEMBERS' EQUITY

Current liabilities:		
Accounts payable	$ 162,311.00	$ 2,112.00
Contract liabilities	62,387	-
Total current liabilities	224,698	2,112
Total liabilities	224,698	2,112
Members' equity	279,753	75,708
Total liabilities and members' equity	$ 504,451	$ 77,820

CLOSE CONSTRUCTION SERVICES, LLC
STATEMENTS OF INCOME
Years Ended December 31, 2023 and 2022

	2023	2022
Contract revenues earned	$ 894,274	$ 2,640
Costs of revenues earned:		
Materials	122,876	-
Equipment	8,356	-
Subcontractors	452,433	-
Other job related costs	187,937	2,112
Total costs of revenues earned	771,602	2,112
Gross profit	122,672	528
General and administrative expense:		
Office expense	10,262	284
Insurance	9,613	1,009
Bad debt	5,000	-
Repairs and maintenance	5,435	-
Professional fees	4,800	-
Dues and subscriptions	4,152	139
Bidding and miscellaneous expense	2,889	292
Rent	2,800	-
Administrative salaries and payroll taxes	1,199	-
Fees	504	16
Utilities	435	-
Telephone	411	-
Taxes and licenses	431	180
Interest	404	-
Travel	215	-
Depreciation	77	-
Total	48,627	1,920
Net income (loss)	$ 74,045	$ (1,392)

CLOSE CONSTRUCTION SERVICES, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
Years Ended December 31, 2023

	12/31/2023	12/31/2022
Members' equity, beginning	$ 75,708	
Contributions	130,000	77,100
Net Income (Loss)	74,045	(1,392)
Members' equity, ending	$ 279,753	$ 75,708

CLOSE CONSTRUCTION SERVICES, LLC
STATEMENTS OF CASH FLOWS
Years Ended December 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net income (loss)	$ 74,045	$ (1,392)
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	77	-
(Increase) decrease in accounts receivable	(203,586)	-
(Increase) in contract assets	(114,830)	(2,640)
Increase in accounts payable	160,199	2,112
Increase in contract liabilities	62,387	
Total adjustments	(95,753)	(528)
Net cash used in operating activities	(21,708)	(1,920)
Cash flows from investing activities:		
Purchase of equipment	(19,270)	-
Net cash used in investing activities	(19,270)	-
Cash flows from financing activities:		
Contributions to members' capital	130,000	76,285
Net cash provided by financing activities	130,000	76,285
Net increase in cash	89,022	74,365
Cash at beginning of year	75,180	815
Cash at end of year	$ 164,202	$ 75,180

(1) Organization

Close Construction Services , LLC (the Company) is engaged in business as a general contractor. The Company began activities in 2022. The principal business of the Company is commercial and residential construction, operating principally in the South and Central Florida areas.

(2) Significant accounting policies

Income Recognition/Performance obligations – Revenues from fixed-price contracts are recognized over time based on the percentage-of-completion method. Under this method, contract revenues are recognized based upon the percentage that accrued costs to date bear to total estimated costs for each individual contract. This method is used because management considers total costs to be the best available measure of progress on contracts.

Costs of revenues earned include direct contract costs of labor, payroll taxes, materials, equipment rental and other direct costs. General and administrative costs are charged to expense as incurred. Provision for estimated losses on uncompleted contracts is made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting job performance, job conditions, change orders and settlements are accounted for as changes in estimates in the current period.

Cash and cash equivalents - The Company considers deposits that can be redeemed on demand and investments that have original maturities of less than three months, when purchased, to be cash equivalents.

Accounts receivable – The Company uses the allowance method for doubtful accounts equal to the estimated uncollectable amounts. The Company's estimate is based on historical collection experience, management's assessment of the credit history with contractors having outstanding balances and current relationships with them, and a review of the current status of trade accounts receivable. It is reasonably possible that the Company's estimate of the allowance for doubtful accounts will change.

Contract balances – Contract assets include costs and estimated earnings in excess of billings on uncompleted Contracts, and represent revenues recognized in excess of amounts billed Contract liabilities include billings in excess of costs and estimated earnings on uncompleted contracts and represent billings in excess of revenues recognized.

Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America. ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the

(2) Summary of significant accounting policies (continued)

reporting period. These estimates may be adjusted as more current information becomes available, and any adjustment could be significant.

Advertising – It is the Company's policy to expense advertising costs as incurred. No advertising costs were incurred for the year ended December 31, 2023 and 2022.

Income taxes – The Company does not record a provision for U.S. federal, state, or local income taxes because the member reports the Company's income or loss on his income tax return.

(3) Cash

The Company maintains cash balances at a single financial institution. Accounts are presently insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. The Company had no uninsured balances at December 31, 2023 and 2022.

(4) Accounts receivable

Accounts receivable consist of the following:

	12/31/2023	12/31/2022
Contracts receivable:		
Completed contracts	$ -	$ -
Contracts in progress	128,408	-
	128,408	-
Retainage receivable	33,439	-
Less: Allowance for doubtful accounts	(5,000)	-
	$ 156,847	$ -

(5) Contract Balances

Contract Balances at December 31, 2023 and 2022 are summarized as follows:

	12/31/2023	12/3/2022
Costs incurred on uncompleted contracts	$ 615,251	$2,112.00
Estimated earnings	106,831	528
Contract revenue earned on uncompleted contracts	$ 722,082	$ 2,640
Billings-to-date (including conditional retainage)	668,776	$ 171,494
Less: Conditional retainage	(33,439)	-
Billings-to-date (excluding conditional retainage)	635,337	171,494
Contract assets (Contract liabilities)	$ 86,745	$(168,854)

(6) Related party transactions

During the year ended December 31, 2023, the Company hired its construction labor force under informal month-to-month arrangements with parties related to it by common management. It also reimburses the related party for clerical work performed on behalf of the Company. Construction and clerical payroll and payroll taxes paid to a related party during the year ended December 31, 2023 totaled $126,050. No payments for these services were made during the year ended December 31, 2022. There were no accounts payable due to the related company at December 31, 2023 or 2022.

(7) Surety bonds

The Company, as a condition for entering into certain of its construction contracts, must furnish payment and performance bonds to contract owners. At December 31, 2023, the Company had outstanding surety bonds in the amount of $5,424,741.

(8) Comprehensive income

The Company has no items of other comprehensive income in any period presented. Therefore, net income as presented in the Company's statements of income equals comprehensive income.

(9) Backlog

The following schedule presents a reconciliation of backlog representing the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at December 31, 2023.
The following schedule presents a reconciliation of backlog representing the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at December 31, 2023.

Balance, December 31, 2022	$ 788,617
New contracts and adjustment	4,906,777
	$ 5,695,394

SUPPLEMENTARY INFORMATION

Close Construction Services, LLC
Schedule I - Contracts in Progress
Year Ended December 31, 2023

	Contract Totals				Before January 1, 2023			From Inception to December 31, 2023					At December 31, 2023		Period Ended December 31, 2023		
Job Customer	Revenues	Cost of Revenues	Gross Profit	Est. Prof %	Revenues	Cost of Revenues	Gross Profit	Revenues Earned	Costs of Revenues	Gross Profit	% of Complet	Billed To to Date	Estimated Costs to Complete	Costs & Estimated Earnings in Excess of Billings (Billings in Excess of Costs & Estimated Earnings)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
001 - Port St. Lucie Maintanance Bld	643,584	559,724	83,860	13%	2,130	1,704	426	481,018	418,341	62,677	74.74%	532,680	141,383	(51,662)	478,888	416,637	62,251
006 - South Palm Park Sea Level Mit	1,097,282	880,000	217,282	20%	-	-	-	117,565	94,285	23,280	10.71%	128,290	785,715	(10,725)	117,565	94,285	23,280
008 - Kissimmee Prairie Bunkhouse	69,788	59,320	10,468	15%	-	-	-	312	265	47	0.45%	-	59,055	312	312	265	47
009 - Laishley Park Splashpad	988,992	800,190	188,802	19%	-	-	-	51,142	41,379	9,763	5.17%	7,806	758,811	43,336	51,142	41,379	9,763
010 - Okee Agri-Civic Center Bleach	89,454	76,000	13,454	15%	-	-	-	-	-	-	0.00%	-	76,000	-	-	-	-
011 - BVL Drianage Improvements	637,700	542,045	95,655	15%	-	-	-	22,995	19,546	3,449	3.61%	-	522,499	22,995	22,995	19,546	3,449
012 - Kiwanis Hobart Park Restroom	635,885	540,500	95,385	15%	-	-	-	24,919	21,181	3,738	3.92%	-	519,319	24,919	24,919	21,181	3,738
013 - Winter Haven Raingarden	673,340	572,300	101,040	15%	-	-	-	24,925	21,185	3,740	3.70%	-	551,115	24,925	24,925	21,185	3,740
014 - Jones' Pier Bungalow	639,075	543,215	95,860	15%	-	-	-	982	835	147	0.15%	-	542,380	982	982	773	209
015 - Clewiston SHIP Home	48,800	41,500	7,300	15%	-	-	-	-	-	-	0.00%	-	41,500	-	-	-	-
																-	-
	$ 5,523,900	$ 4,614,794	$ 909,106		$ 2,130	$ 1,704	$ 426	$ 723,859	$ 617,017	$ 106,842		$ 668,776	$ 3,997,777	$ 55,083	$ 721,729	$ 615,251	$ 106,478
													Cost & Recognized Earnings in Excess of Billings	117,470			
													Billings in Excess of Costs & Estimated Billings	(62,387)			
														55,083			
Completed Jobs - From Schedule II															$ 172,545	$ 156,351	$ 16,194
Gross Revenues, Costs and Gross Profit															$ 894,274	$ 771,602	$122,672

Read Accountant's Review Report and Notes to Financial Statements

Close Construction Services, LLC
Schedule II - Completed Contracts
Year Ended December 31, 2023

	Contract Totals				Before January 1, 2023			Jan 2023 thru Dec 31, 2023		
Job	Revenues	Cost of Revenues	Gross Profit (Loss)	Gross Prof %	Revenues	Cost of Revenues	Gross Profit (Loss)	Revenues	Cost of Revenues	Gross Profit (Loss)
2 - Fellsmere Police Station	$ 171,494	$ 123,975	$ 47,519	27.71%	510	408	102	$ 170,984	$ 123,567	47,417
Small Jobs	1,561	1,799	(238)					1,561	1,799	(238)
Bidding Costs		30,985	(30,985)						30,985	(30,985)
Total	$ 173,055	$ 156,759	$ 16,296		$ 510	$ 408	$ 102	$ 172,545	$ 156,351	$ 16,194

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
305 NW 4th Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Okeechobee,FL34972

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
8	5	–	0	9	7	4	5	7	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ Sheryl Wells, Treasurer **Date** ▶ 2/16/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CLOSE, THOMAS CHRISTOPHER

CLOSE CONSTRUCTION SERVICES, LLC
305 NW 4TH AVENUE
OKEECHOBEE FL 34972

LICENSE NUMBER: CGC1526474

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2024

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
Pritchards And Associates
10791 SW Tradition Square
Port Saint Lucie FL 34987

CONTACT NAME:
PHONE (A/C, No, Ext): (863) 763-7711 **FAX (A/C, No):**
E-MAIL ADDRESS: lpritchard@pritchardsinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners	10190
INSURER B : Auto-Owners Insurance Company#~	18988
INSURER C : Florida Citrus Business & Industry for Work Comp	
INSURER D : Guideone National Insurance Co	14167
INSURER E :	
INSURER F :	

INSURED CLOSCON-01
Close Construction, LLC, Close Construction Services LLC
PO BOX 2558
OKEECHOBEE FL 34973-2541

COVERAGES **CERTIFICATE NUMBER:** 953114596 **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	Y		72637778	6/14/2023	6/14/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			4457286400	6/14/2023	6/14/2024	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		10665448-2024	4/1/2024	4/1/2025	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Inland Marine			72637778	6/14/2023	6/14/2024	Rented Equipment	100,000
D	Pollution			ENV562012894-01	1/13/2024	1/13/2025	Aggregate	2,000,000
							Occurance	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT "D"
SECTION 002

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Close Construction Services, LLC, as Principal, and American Southern Insurance Company, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of 10% of Contractors Bid Dollars ($ 10% of Contractors Bid), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated May 7th 2024, for the Avenue D and Means Court Parking Improvement

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

EXHIBIT "D"
SECTION 002

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 7th day of May, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

Close Construction Services, LLC

By: _____
(Signature)

Name: Thomas C. Close

Title: President

ATTEST (if corporation)

By: _____
(Signature)

Name: Melissa Stone

Title: Corp. Secretary

(Corporate Seal)

SURETY

American Southern Insurance Company

By: _____
(Signature)

Name: Kevin R. Wojtowicz

Title: Attorney-in-Fact

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety	American Southern Insurance Company
Mailing Address	200 SW 30th St Topeka, KA 66611
Street Address	200 SW 30th St Topeka, KA 66611
Name and Mailing and Street	200 SW 30th St Topeka, KA 66611

Address of Agent or 1000 Central Ave #200
St. Petersburg, FL 33705

Representative in Florida na

(if different than above) _____

Telephone Number of Surety 800.241.1172

and Agent or Representative 727.209.1803

in Florida _____

END OF SECTION

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW, STE 4-800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, Brett Rosenhaus, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to include execution of consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $2,000,000 (Two Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary, this 7th day of April, 2017.

Attest: _____
Melonie A. Coppola, Corporate Secretary

American Southern Insurance Company
By: _____
Scott G. Thompson, President

STATE OF GEORGIA
COUNTY OF FULTON

AMERICAN SOUTHERN INSURANCE COMPANY CORPORATE SEAL 1936 KANSAS

(CORPORATE SEAL)

On this 7th day of April, 2017, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA NOTARY SEAL:

JONATHAN BELL My Commission Expires NOTARY PUBLIC 03-12-2025 CHEROKEE COUNTY, GA

_____
Jonathan Bell, Notary Public, State of Georgia
My Commission Expires March 12, 2025

AMERICAN SOUTHERN INSURANCE COMPANY CORPORATE SEAL 1936 KANSAS

I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 7 day of May, 2024.

_____
Jerry A. Underwood
Vice President – Surety

POA NUMBER: 96073

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

MAIL TO:
City of Fort Pierce Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

CITY OF FORT PIERCE

INVITATION TO BID
and
BIDDER ACKNOWLEDGMENT

Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No:** 2024-023
Pre-Bid Conference: 10:00AM, WEDNESDAY, APRIL 24, 2024	**Bid Title:** AVENUE D AND MEANS COURT PARKING IMPROVEMENTS
Mandatory Site-Visit Location: CITY HALL, 1ST FLOOR HECTOR ARIAS CONFERENCE ROOM 100 NORTH U.S. #1, FT. PIERCE, FL	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, TUESDAY, MAY 7, 2024	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: So Cal Shaker Plates & Construction Site Services LLC **Mailing Address:** 600 Central Avenue #H Unit 105 Lake Elsinore CA 92530	*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: 600 Central Avenue #H Unit 105 Lake Elsinore CA 92530	**Typed or Printed Name:** Zach Zuppardo
Type of Entity (Select one): Corporation x Partnership Proprietorship	**Title:** FL Division
Incorporated in the State of: FL **Year:** 2020	**Delivery in** 30 **days, After Receipt Order**
Phone Number: 9512885555	**Payment Terms:** Net 30 Days
Fax Number:	**FEIN or SS Number:** 85-4013411
E-Mail Address: zz@nationalgc.net	**Local Business:** ___Y ___N **MWBE:** ___Y ___N
Bid Security is attached, when required, in the amount of $ 10% F.O.B. DESTINATION	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	NA	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID _____

BID FORM

PROPOSAL TO THE CITY OF FORT PIERCE FOR AVENUE D AND MEANS COURT PARKING LOT

NAME OF BIDDER: So Cal Shaker Plates & Construction Site Services LLC

MAILING ADDRESS: 600 Central Avenue #H Unit 105 Lake Elsinore CA 92530

STREET ADDRESS: 600 Central Avenue #H Unit 105 Lake Elsinore CA 92530 (Zip Code)

PHONE NUMBER: 9512885555

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 4/25/2024	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;
that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 40% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Landscape/Irragation/Mis	3H Landscape	120 2nd st Jupiter Florida

Notice to Proceed shall be issued by the City with the specified Work to be completed as describe in Section
8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General
Conditions
.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder So Cal Shaker Plates & Construction Site Services LLC
(Type or Print)

By:
Zach Zuppardo

Name: Zach Zuppardo

Title: FL Division

Dated: 5/7/24, 2024

(Corporate Seal)

Attest
If Corporation

By: So Cal Shutter Plates

Name: Zach Zuppardo

Title: Member

Witnesses: Nikki S

(Signature)

(If partnership
Or individual)

(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

FL GCG1533402 8/31/24 GCG

END OF SECTION

EXHIBIT "D"
SECTION 009

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: NA

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of

_____,do hereby certify as
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____
Attorney

_____
Date

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. So Cal Shaker Plates & Construction Site Services LLC
2. Permanent Main Office address.600 Central Avenue #H Unit 105 Lake Elsinore CA 92530
3. When organized? 2020
4. If a corporation, where incorporated? FL
5. How many years have you been engaged in construction under this present firm or trade name?5
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) 2.6 Mil
7. General character of work performed by you. General Construction
8. Have you ever failed to complete any work awarded to you? If so, where and why? NO
9. Have you ever defaulted on a contract? If so, where and why? NO
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. Refer to ref sheet
11. List your major equipment available for this contract. $400,000
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) Refer to ref sheet
13. Background and experience of the principal members of your company, including the officers. Construction
14. Give bank reference. Chase
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at 5/7/24 this 7 day of May, 2024.

Contractor:

So Cal Shaker Plates & Construction Site Services LLC

By: Zach Zuppardo Member

(Name & Title)

County of Palm Beach
State of Florida

Zach Zuppardo, being duly sworn, deposes and says that he is Member of So Cal Shaker Plates and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 7 day of May, 2024.

Nikki S

Notary Public

My Commission Expires

12/10/27

(Seal)

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

END OF SECTION

EXHIBIT "D"
SECTION 011

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

Zach Zuppardo, being first duly sworn, deposes and says:

That he/she is: Memeber
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

So Cal Shaker Plates & Construction Site Services LLC
(Firm Name)

By: Zach Zuppardo

Title: Member

Subscribed and sworn to before me this 7 day of May, 2024

Notary Public

My Commission expires: 12/10/27 (Seal)

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

END OF SECTION

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 with Bid No. 2024-023 for **Avenue D and Means Court Parking Lot Improvements**

2. This sworn statement is submitted by So Cal Shaker Plates & Construction Site Services LLC (name of entity submitting sworn statement) whose business address is 600 Central Avenue #H Unit 105 and (if applicable) its Federal Employer Identification Number (FEIN) is 854013411 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Zach Zuppardo (please print name of individual signing) my relationship to the entity named above is Member.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 5/7/24

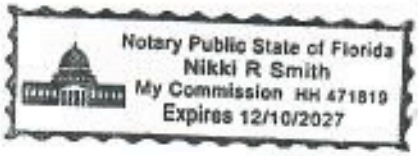
STATE OF FL

COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Zach Zuppardo who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 7 day of May, 2024.

NOTARY PUBLIC SEAL:



My commission expires: 12/10/27

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 5/7 _____, 2024

Official Address
(Including Zip Code)

600 Central Avenue #H Unit 105 Lake Elsinore CA 92530

By: So Cal Shaker Plates & Construction Site Service

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-023

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths. Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Twenty Five Hundred Dollars
(Written)

2,500
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: x (Company Contractor)

By: _____
(President's Signature)

Zach Zupparde Member
(President's Typed or Printed Name)

Notarization

Sworn to and subscribed before me in Palm Beach County, Florida on the 7 day of May, 2024.

Notary Public: _____ (affix seal) My Commission Expires: 12/10/27

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

END OF SECTION

BID RESPONSE FORM
AVENUE D AND MEANS COURT PARKING LOT IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/PERMITS	LS	1	$30,000	$30,000
2	MATERIAL TESTING	LS	1	$5,000	$5,000
3	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$8,500	$8,500
4	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$2,500	$2,500
5	CLEARING/GRUBBING/DEMOLITION	LS	1	$18,000	$18,000
6	CONCRETE SIDEWALK, 4" THICK, 3,000 PSI W/ FIBERMESH	SY	22	$7,500	$7,500
7	PERVIOUS PAVER PARKING (INCLUDES EXCAVATION, PAVERS, EDGE RESTRAINTS, BASE, SUBGRADE, AND SAND).	SY	910	$170,000	$170,000
8	6" TYPE "D" CURB	LF	485	$12,000	$12,000
9	PERFORMANCE TURF (SOD) (BAHIA)	SY	370	$2,000	$2,000
10	SIGNING & MARING (INCLUDES COLORED BRICK PAVERS, STOP SIGN, AND WHEEL STOPS)	LS	1	$11,500	$11,500
11	LANDSCAPING (COMPLETE) INCLUDES MULCH, ROOT BARRIER INSTALLATION AT PROPOSED OAK TREES, AND IRRIGATION PORTABLE WATERING)	LS	1	$37,000	$37,000
12	SITE LIGHTING (CONDUIT, HANDHOLES, ETC.) LIGHTS TO BE PURCHASED AND INSTALLED BY CITY	LS	1	$28,000	28,000
13	CUSTOM BIKE RACK	EA	1	$12,000.00	$12,000.00
14	CUSTOM BIKE RACK INSTALLATION	LS	1	$10,000	$10,000

Total Site Improvement Bid:	$ 354,000.00
Add 10% Construction Contingency for potential field change orders:	$ 35,400.00
TOTAL FINAL BID:	$ 389,400.00

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D AND MEANS COURT PARKING LOT IMPROVEMENTS

BID NO. 2024-023

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Town Of Jupiter	Delaware Demo	Thomas Hernadez	561-741-2680
City Of Pembroke Pines	Metal Building Sitework	Jim Mulvaney	954-445-9613
City Of San Diego	Juf Foot Ball Field	John	619-296-4314
St Lucie County	Lake Indrio Docks And Pavillion	Brion Pauly	772-462-2525

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

So Cal Shaker Plates & Construction Site Services LLC does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

5/7/24
Date

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **AVENUE D AND MEANS COURT PARKING LOT IMPROVEMENTS**

Bid No.: 2024-023

Project Description: **Construction of a pervious paver parking lot complete with site lighting, landscaping, and a custom bike rack.**

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: So Cal Shaker Plates & Construction Site Services LLC

Authorized Signature: _____ Title: _____

Date: 5/7/24

END OF SECTION

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CISSELL, MAVERICK

SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC
600 CENTRAL AVE SUITE 105
LAKE ELSINORE CA 92530

LICENSE NUMBER: CGC1533402

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Detail by Entity Name

Florida Limited Liability Company
SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC

Filing Information

Document Number	L22000084227
FEI/EIN Number	NONE
Date Filed	02/14/2022
Effective Date	08/27/2021
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	02/14/2022
Event Effective Date	NONE

Principal Address

27475 YNEZ RD #389
TEMECULA, CA 92591

Mailing Address

27475 YNEZ RD #389
TEMECULA, CA 92591

Registered Agent Name & Address

ALPER TRUSTEES, LLC
255 PRIMERA BLVD STE 160
LAKE MARY, FL 32764

Authorized Person(s) Detail

Name & Address

Title MGR

CISSELL, MAVERICK
43869 BUTTERNUT DR
TEMECULA, CA 92592

Annual Reports

No Annual Reports Filed

Document Images

02/14/2022 -- Florida Limited Liability View image in PDF format

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Socal Shaker Plates & Construction Site Services LLC

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

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

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

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
600 Central Ave., Unit H105

Requester's name and address (optional)

6 City, state, and ZIP code
Lake Elsinore, CA 92530

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
8 5 – 4 0 1 3 4 1 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/9/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/25/2024

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

Caracciolo Insurance Services, Inc. Dba Insurance Allstars Agency
43950 Margarita Road Suite C
Temecula CA 92592

CONTACT NAME: Anthony Caracciolo
PHONE (A/C, No, Ext): (951) 397-4010 FAX (A/C, No): (951) 742-4643
E-MAIL ADDRESS: Anthony@insallstars.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : WESCO INS CO	25011
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

So Cal Shaker Plates and construction site services inc.
DBA: National SWAPPP Services
600 Central Ave #105
Lake Elsinore CA 92530

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	WWC3669434	09/10/2023	09/10/2024	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project Contract # CC-24-0119-24-00-00

Joint Use Field, Fencing, And Off-Site Improvements at Wilson Middle School 3838 Orange Ave, San Diego, CA 92105

Waiver of subrogation applies in favor of the certificate holder. 30 day NOC is applied.

CERTIFICATE HOLDER

San Diego Unified School District
4860 Ruffner Street
San Diego CA 92111

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
Anthony Caracciolo

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April 25, 2024

CITY FORT PIERCE

AVENUE D AND MEANS COURT PARKING IMPROVEMENTS

BID NO. 2024-023

ADDENDUM NO. 1

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

1. **QUESTION:** Is there an available budget on it? It would be greatly appreciated if you could provide it for us.

   ANSWER: **No budget available**.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Zach Zuppardo
Typed or Printed

Company Name: So Cal Shaker Plates & Construction Site Services LLC

Address: 600 Central Avenue #H Unit 105 Lake Elsinore CA 92530

Date: 5/7/24

/lh

EXHIBIT "D"
SECTION 002

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, SoCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC., as Principal, and _____ PHILADELPHIA INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of TEN PERCENT OF AMOUNT BID _____ Dollars ($ 10%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated MAY 7TH 2024, for the AVENUE D AND MEANS COURT PARKING IMPROVEMENTS

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

EXHIBIT "D"
SECTION 002

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 6TH day of MAY, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(If individual
or partnership)

_____

_____

PRINCIPAL

SoCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC.

By: _____
(Signature)

Name: Mach Zeggardo

Title: Member

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____

(Corporate Seal)

SURETY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: _____
(Signature)

Name: KEVIN EDWARD VEGA

Title: ATTORNEY-in-FACT

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety PHILADELPHIA INDEMNITY INSURANCE COMPANY

Mailing Address ONE BALA PLAZA #100 BALA CYNWYD, PA 19004

Street Address ONE BALA PLAZA #100 BALA CYNWYD, PA 19004

Name and Mailing and Street PHILADELPHIA INDEMNITY INSURANCE COMPANY
ONE BALA PLAZA #100 BALA CYNWYD, PA 19004

Address of Agent or C&D BONDING & INSURANCE SERVICES

Representative in Florida 534 E. BADILLO ST.

(if different than above) COVINA, CA 91723

Telephone Number of Surety 610-206-7836 & 626-859-1000

and Agent or Representative

in Florida

END OF SECTION

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Philip E. Vega, Britton Christiansen, Kevin Edward Vega and Myrna Smith of C&D Bonding Insurance Services, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1305394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of May 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
} ss.
County of LOS ANGELES)

On May 8th, 2024 before me, PHILIP VEGA, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared KEVIN EDWARD VEGA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2327592
My Comm. Expires May 31, 2024

Place Notary Seal Above

Signature: _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer is Representing:
_____
Right Thumbprint of Signer
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer is Representing:
_____
Right Thumbprint of Signer
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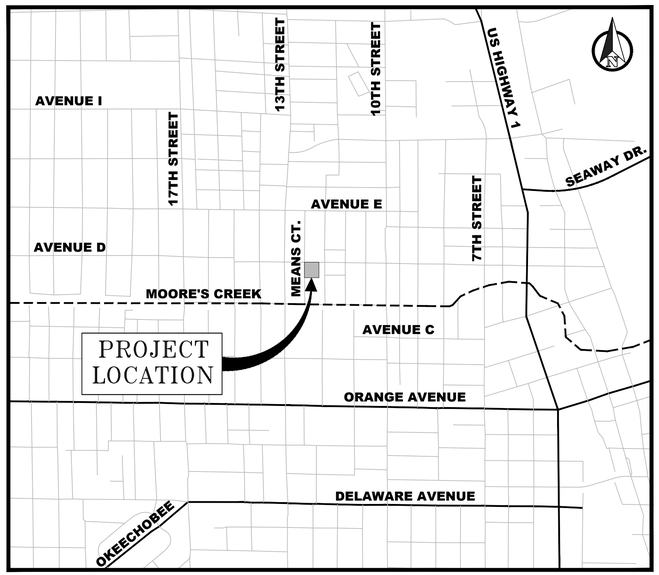
CITY OF FORT PIERCE

AVENUE D AND MEANS COURT
PARKING LOT

DEPARTMENT OF ENGINEERING





PROJECT LOCATION MAP

SECTION 9, TOWNSHIP 35 SOUTH, RANGE 40 EAST

INDEX OF SHEETS

1	OF 7	COVER
2	OF 7	STORMWATER POLLUTION PREVENTION PLAN
3	OF 7	SITE DEVELOPMENT PLAN
4	OF 7	SITE DETAILS
5	OF 7	GENERAL SPECIFICATIONS
6	OF 7	LANDSCAPE PLAN
7	OF 7	SITE LIGHTING PLAN

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AVENUE D AND MEANS COURT - PARKING LOT
COVER SHEET

No.	DATE	BY	REVISIONS
R#1	RDATE1	RBY1	REVISION1
R#2	RDATE2	RBY2	REVISION2
R#3	RDATE3	RBY3	REVISION3
R#4	RDATE4	RBY4	REVISION4
R#5	RDATE5	RBY5	REVISION5

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CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:
NOVEMBER 1, 2023

SURVEY BY:

DESIGNED BY:
T. TELLE

SCALE:
N.T.S.

DRAWN BY:
D. SUMNER

APPROVED BY:
J. ANDREWS

SHEET No.
1 OF **7**

SOD

1. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND. ALL SODDED AREAS SHALL BE GRASSED AS SPECIFIED ON PLANS AND SURVIVAL GUARANTEED FOR NINETY DAYS FROM DATE OF REPLACEMENT. SURVIVAL OF ALL RELOCATED TREES SHALL BE GUARANTEED FOR 1 YEAR AFTER TRANSPLANTING.

2. SODDING SHALL CONSIST OF SITE PREPARATION, FURNISHING AND PLACING SOD, STAPLES AND FERTILIZER AND IRRIGATING AT THE RATES AND MANNER DESCRIBED IN THIS SPECIFICATION FOR THE DESIGNATED AREAS.

3. UNLESS NOTED OTHERWISE ON LANDSCAPE PLANS, SOD SHALL BE ARGENTINE BAHIA GRASS AND SHALL BE 12-INCH BY 12-INCH SQUARES OR OTHER COMMERCIALLY AVAILABLE RECTANGLES. THE SOD SHALL BE SUFFICIENTLY THICK (MINIMUM THICKNESS OF 2 INCHES) TO PROVIDE A DENSE STAND OF LIVE GRASS. THE SOD SHALL HAVE BEEN GROWN ON MINERAL SOIL. SOD SHALL BE LIVE, FRESH, AND UNINJURED AT THE TIME OF PLANTING AND SHALL BE PROTECTED FROM DRYING OUT BY SHADING AND WATERING FROM THE TIME IT IS DUG UNTIL PLANTING.

4. FERTILIZER SHALL BE EITHER IN THE LIQUID OR DRY FORM. FERTILIZER SHALL BE UNIFORM IN COMPOSITION, FREE-FLOWING AND SUITABLE FOR APPLICATION WITH STANDARD EQUIPMENT. THE FERTILIZER SHALL CONFORM TO THE FLORIDA FERTILIZER LAWS IN EFFECT ON THE DATE OF IT BEING PLACED AND SHALL BE DELIVERED IN BAGS, BOTTLES, DRUMS, OR OTHER CONVENIENT CONTAINERS, EACH FULLY LABELED AND BEARING THE NAME, TRADEMARK, ANALYSIS, AND WARRANTY OF THE PRODUCT. FERTILIZER SHALL HAVE AN AVAILABLE PLANT FOOD ANALYSIS OF 15-0-10 OR EQUIVALENT PLANT FOOD VALUE AND SHALL BE MIXED WITH THE TOP 3 TO 4 INCHES OF SOIL. FERTILIZER SHALL BE APPLIED AT THE RATE OF 1 POUND PER 1,000 SQ. FT. NOT TO EXCEED 2-4 LBS. PER YEAR. ALL FERTILIZERS MUST BE AT LEAST 50% SLOW RELEASE NITROGEN AND CONTAIN NO PHOSPHORUS UNLESS THE SITE HAS BEEN TESTED AND VERIFIED AS PHOSPHORUS DEFICIENT BY THE UF-IFAS EXTENSION OFFICE. ALL FERTILIZER APPLICATION SHALL BE IN ACCORDANCE WITH CITY OF FORT PIERCE ORDINANCES.

SOIL EROSION PLAN

1. NO POLLUTION OR EROSION CAUSED BY THIS PROJECT WILL BE ALLOWED IN THE STORMWATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL INSTALL ANY DEVICES NECESSARY TO PREVENT POLLUTION OR EROSION. THE COST OF POLLUTION AND EROSION CONTROL SHALL BE INCIDENTAL TO THE COST OF THE CONSTRUCTION.

2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A SITE SPECIFIC SOIL EROSION CONTROL PLAN. IN GENERAL, THE SOIL EROSION CONTROL PLAN SHALL REQUIRE THAT ALL ON-SITE SOILS WILL REMAIN ON-SITE AND WILL NOT ERODE INTO THE ADJACENT ROADSIDE SWALES, ADJACENT PROPERTIES OR RETENTION DITCHES. ALL EXISTING SWALES SHALL REMAIN SODDED DURING CONSTRUCTION. THE CONTRACTOR SHALL SCARIFY ONLY AS NECESSARY TO CONSTRUCT THE PROJECT. THE CONTRACTOR SHALL SCARIFY AREAS TO PLACE VARIOUS PIPE WORK. AFTER PLACEMENT OF THE PIPE, THESE TRENCHES SHALL BE BACKFILLED AND COMPACTED TO 98% MODIFIED PROCTOR AASHTO T-180. PRIOR TO DISCHARGE FROM THE SITE, SILTATION BARRIERS SHALL BE UTILIZED AS PER THE MOST RECENT FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL. THE DRAINAGE WHICH OUTFALLS TO THE RETENTION AREAS SHALL BE STABILIZED AND SODDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. ANY DEWATERING OR PUMPING OF WATER INTO THE ROADSIDE SWALES OR RETENTION SWALES SHALL BE STAKED WITH SILTATION FENCES AS PER THE MOST RECENT FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL TO AVOID FILLING THESE AREAS. UPON COMPLETION OF THE SITE WORK, ALL AREAS SHALL BE SODDED TO AVOID EROSION. CONTRACTOR IS REQUIRED TO COMPLY WITH ALL STATE WATER QUALITY CRITERIA. SPECIFICALLY, NO OFF-SITE DISCHARGES WILL BE ALLOWED WHICH EXCEED THE STATE TURBIDITY CRITERIA.

WATER QUALITY NOTES

1. THE CONTRACTOR MUST MAINTAIN A COPY OF THE LATEST LOCAL WATER MANAGEMENT DISTRICT SURFACE WATER PERMIT, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY DISTRICT REPRESENTATIVES. THE CONTRACTOR SHALL REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THE PERMIT.

2. ALL ACTIVITIES SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY LOCAL SURFACE WATER PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL BE CONSIDERED A VIOLATION OF THE PERMIT. PRIOR TO ANY WORK COVERED BY A PERMIT FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), A NOTICE OF CONSTRUCTION COMMENCEMENT (FORM 0960) MUST BE SUBMITTED TO SFWMD BY THE PERMITTEE OR AUTHORIZED AGENT.

3. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS. ALL PRACTICES MUST BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATIONS 1988), WHICH ARE HEREBY INCORPORATED BY REFERENCE, UNLESS A PROJECT'S SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE SFWMD PERMIT, IN WHICH CASE THE PRACTICES MUST BE IN ACCORDANCE WITH THE PLAN. IF SITE'S SPECIFIC CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY, IN ACCORDANCE WITH THE SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION 1988). THE CONTRACTOR SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES AT NO ADDITIONAL COST TO OWNER.

4. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

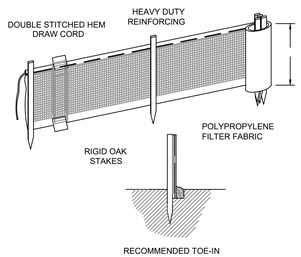
CLEAN-UP

1. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A NEAT CONDITION AT ALL TIMES AND SHALL RESTORE / REPAIR ALL DRIVEWAYS, SIDEWALKS, UTILITIES, LANDSCAPING, IRRIGATION SYSTEMS, ETC., AFFECTED BY CONSTRUCTION ACTIVITIES.

2. THE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIALS, DEBRIS, EQUIPMENT, ETC., FROM THE JOBSITE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION OPERATIONS.

3. FOR FURTHER SITE MAINTENANCE REQUIREMENTS THE CONTRACTOR IS REFERRED TO THE "AGREEMENT BETWEEN OWNER AND CONTRACTOR".

4. UNLESS OTHERWISE SPECIFIED OR NOTED; ALL DISTURBED AREAS TO BE RESTORED BY CONTRACTOR TO PRE-CONSTRUCTION CONDITION OR BETTER PRIOR TO ACCEPTANCE BY THE OWNER OR LOCAL APPROVING AUTHORITY.

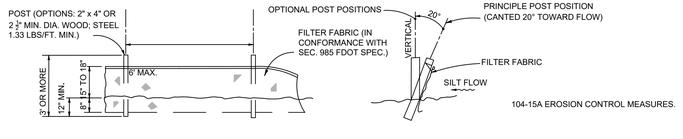


NOTES:

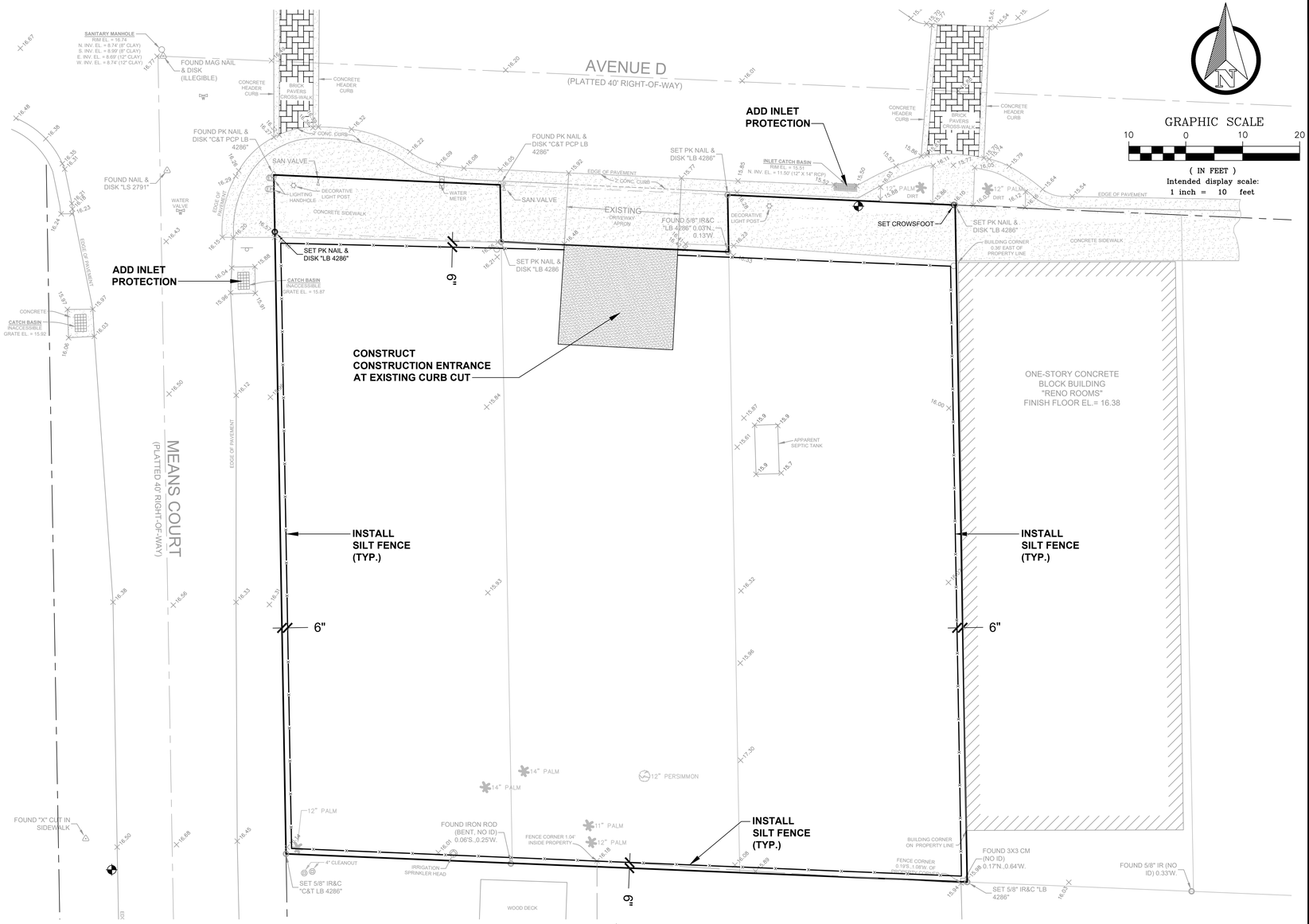
1. SILT FENCE SHALL BE INSTALLED PER MANUFACTURES SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
2. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
3. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
4. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.

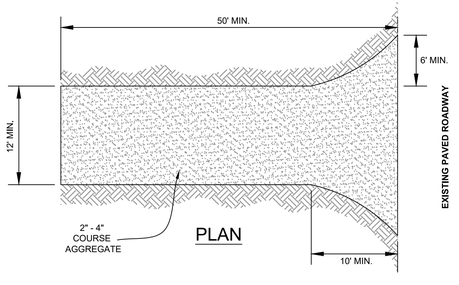
SILT FENCE DETAIL

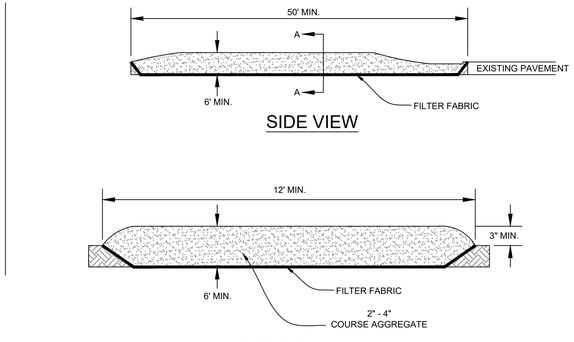
N.T.S.



104-15A EROSION CONTROL MEASURES.







TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

N.T.S.

GRAPHIC SCALE
10 0 10 20
(IN FEET)
Intended display scale:
1 inch = 10 feet

AVENUE D AND MEANS COURT - PARKING LOT STORMWATER POLLUTION PREVENTION PLAN

No.	DATE	BY	REVISIONS
R#1	RDATE1	RBY1	REVISION1
R#2	RDATE2	RBY2	REVISION2
R#3	RDATE3	RBY3	REVISION3
R#4	RDATE4	RBY4	REVISION4
R#5	RDATE5	RBY5	REVISION5

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE: NOVEMBER 1, 2023

SURVEY BY: NAME

DESIGNED BY: T.TELLE

SCALE: N.T.S.

DRAWN BY: NAME

APPROVED BY: J. ANDREWS

SHEET No. **2** OF **7**

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AVENUE D AND MEANS COURT - PARKING LOT
SITE DEVELOPMENT PLAN

GRAPHIC SCALE
10 0 10 20
(IN FEET)
Intended display scale:
1 inch = 10 feet

AVENUE D
(PLATTED 40' RIGHT-OF-WAY)

MEANS COURT
(PLATTED 40' RIGHT-OF-WAY)

BENCHMARK
EL. = 16.06
FOUND PK NAIL & DISK
STAMPED "C&T TRAV"

BENCHMARK
EL. = 16.84
FOUND PK NAIL & DISK
STAMPED "C&T LB 4286"

CONST. 24" STOP BAR WITH WHITE PAVER BRICKS

INSTALL CUSTOM BIKE RACK ON NEW 6'X25' CONCRETE PAD

STOP SIGN

"ONE WAY" SIGN

DIRECTIONAL ARROW (WHITE BRICK PAVERS) (TYP.)

TYPE "D" CURB

ONE-STORY CONCRETE BLOCK BUILDING "RENO ROOMS" FINISH FLOOR EL.= 16.38

SANITARY MANHOLE
RIM EL. = 16.74
N. INV. EL. = 8.74' (8" CLAY)
S. INV. EL. = 8.99' (8" CLAY)
E. INV. EL. = 8.69' (12" CLAY)
W. INV. EL. = 8.74' (12" CLAY)

FOUND MAG NAIL & DISK (ILLEGIBLE)

FOUND PK NAIL & DISK "C&T PCP LB 4286"

FOUND NAIL & DISK "LS 2791"

SET PK NAIL & DISK "LB 4286"

SET CROWSFOOT

SET 5/8" IR&C "C&T LB 4286"

FOUND 5/8" IR&C "LB 4286" 0.03'N., 0.13'W.

FOUND 3X3 CM (NO ID) 0.17'N.,0.64'W.

FOUND 5/8" IR (NO ID) 0.33'W.

FOUND IRON ROD (BENT, NO ID) 0.06'S.,0.25'W.

FOUND "X" CUT IN SIDEWALK

INLET CATCH BASIN
RIM EL. = 15.91
N. INV. EL. = 11.00' (12" X 14" RCP)

CATCH BASIN INACCESSIBLE GRATE EL. = 15.87

CATCH BASIN INACCESSIBLE GRATE EL. = 15.92

SAN VALVE

WATER METER

WATER VALVE

LIGHTING HANDHOLE

DECORATIVE LIGHT POST

CONCRETE SIDEWALK

EDGE OF PAVEMENT

CONCRETE HEADER CURB

BRICK PAVERS CROSS-WALK

BUILDING CORNER 0.39' EAST OF PROPERTY LINE

BUILDING CORNER ON PROPERTY LINE

FENCE CORNER 1.04' INSIDE PROPERTY

FENCE CORNER 0.79'S, 1.08'W, OF PROPERTY CORNER

IRRIGATION SPRINKLER HEAD

APPARENT SEPTIC TANK

WOOD DECK

12" PALM

14" PALM

11" PALM

12" PERSIMMON

EXISTING DRIVEWAY APRON

S87°28'14"E 39.85'
39.8'(P)
S01°01'40"E 10.02'
S87°28'14"E 40.06'
S87°28'14"E – 239.56'(M) 239.20'(P)
S87°28'14"E 40.06'(M) 40'(P)
S01°01'22"E 10.02'
S87°28'14"E – 39.85'(M) 39.8'(P)
S87°28'14"E – 39.85'
S87°28'14"E – 39.85'
N01°01'32"W. 119.46'
119.49'(M) 120'(cal)
S01°01'08"E 119.12'
S87°37'48"E 119.94'
S87°37'19"E - 239.38'(C) 238.9'(P)
39.85'(C) 39.8'(P)
40.05'(C) 40'(P)
119.55'(C) 119.40'(P)

12' 5'R 16.25 5'R 14' 12' 5' 16.25 10' 2% 3'
10' 18' 26' 12' 26' 18' 10'
11' 9.5' (TYP.) 14' 16.00 16.00

9 8

LEGAL DESCRIPTION

ALL OF LOT 14, BLOCK 9, REVISED SUBDIVISION OF LINCOLN PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 77 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. TOGETHER WITH A PERPETUAL RIGHT-OF-WAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1220, PAGE 1362 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
AND
ALL OF LOT 15, BLOCK 9, REVISED SUBDIVISION OF LINCOLN PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 77 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. LESS THE NORTH 10 FEET THEREOF AS RECORDED AS A COUNTY DEED IN OFFICIAL RECORDS BOOK 2868, PAGE 1582 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
AND
ALL OF LOT 16, BLOCK 9, REVISED SUBDIVISION OF LINCOLN PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 77 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

CONTAINING 0.32 ACRES

LEGEND

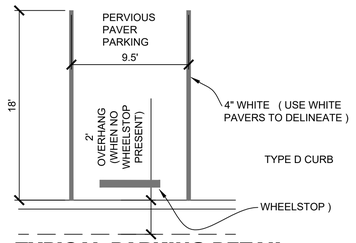
DIRECTION OF SLOPE
16.00 EXISTING GRADE ELEVATION
PERVIOUS PAVER
16.00 PROPOSED FINISHED GRADE ELEVATION

No.	DATE	BY	REVISIONS
R#1	RDATE1	RBY1	REVISION1
R#2	RDATE2	RBY2	REVISION2
R#3	RDATE3	RBY3	REVISIONS
R#4	RDATE4	RBY4	REVISION4
R#5	RDATE5	RBY5	REVISIONS

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

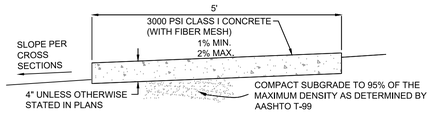
DATE: NOVEMBER 1, 2023
SURVEY BY: NAME
DESIGNED BY: T.TELLE
SCALE: 1" = 10'
DRAWN BY: NAME
APPROVED BY: J. ANDREWS

SHEET No. **3** OF **7**



TYPICAL PARKING DETAIL

N.T.S.

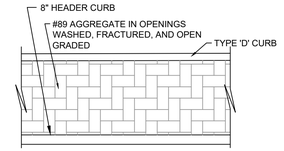


NOTES:

1. PROVIDE EXPANSION JOINTS 20' CENTER TO CENTER, AT PC & PT OF CURVES, JUNCTIONS OF EXISTING & NEW SIDEWALKS, AND WHERE SIDEWALK ABUTS CURBS, DRIVEWAYS & SIMILAR STRUCTURES.
2. PROVIDE CONTRACTION JOINTS 5' CENTER TO CENTER.
3. SOD SHALL BE PLACED BELOW EDGE OF SIDEWALK TO ALLOW DRAINAGE.
4. ADA MATS TO BE BRICK WITH TRUNCATED DOMES.

TYPICAL CONCRETE SIDEWALK

N.T.S.



NOTE: PERVIOUS BRICK PAVER COLOR TO BE HARVEST BLEND IN A HORIZONTAL HERRING BONE PATTERN

PERVIOUS PARKING BRICK PAVER LAYOUT DETAIL

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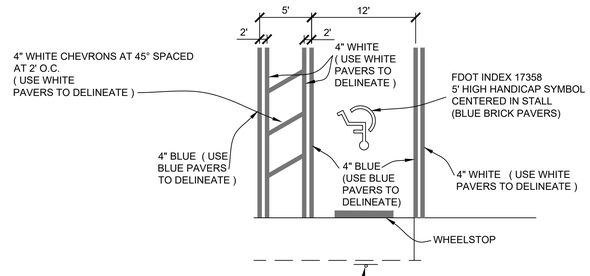
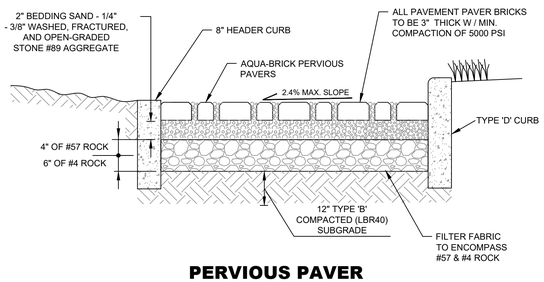


NOTES:

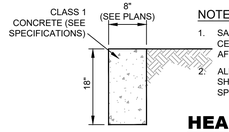
1. SIGN TO BE LOCATED BEHIND THE 1' OVERHANG.
2. TOP PORTION OF FTP-20-06 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. HEIGHT SHALL BE 7 FEET MEASURED FROM THE GROUND OR SIDEWALK TO THE BOTTOM OF "PERMIT ONLY" SIGN OF 6 FEET TO THE BOTTOM OF "$250 FINE" SIGN.

HANDICAP PARKING DETAIL

N.T.S.



PERVIOUS PAVER PARKING DETAIL

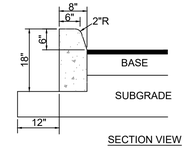


NOTES:

1. SAW CUT CONTRACTION JOINTS ON 10' CENTERS MAX. WITHIN 48 HOURS AFTER POURING CURB.
2. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS SECTION 520.

HEADER CURB DETAIL

N.T.S.



SECTION VIEW

NOTES:

1. SAW CUT CONTRACTION JOINTS ON 10' CENTERS MAX. WITHIN 48 HOURS AFTER POURING CURB.

2. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS SECTION 520 AND FDOT ROADWAY & TRAFFIC DESIGN STANDARDS INDEX NUMBER 300.

FDOT INDEX 520-001 TYPE D CURB

N.T.S.

Z:\Shared 4400 Engineering\Engineering CADD Files\Drawings\Projects\Avenues\Avenue D\22-202 Avenue D - Lot Surveys - Standard\Avenue D and Means Court - Parking Lot.dwg

AVENUE D AND MEANS COURT - PARKING LOT
SITE DETAILS

No.	DATE	BY	REVISIONS

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CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:
NOVEMBER 1, 2023

SURVEY BY:

DESIGNED BY:

SCALE:
N.T.S.

DRAWN BY:

APPROVED BY:

GENERAL NOTES

1. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

2. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.

3. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

4. THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE- CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE LOCAL UTILITY COMPANY BY LETTER PRIOR TO THE PRE-CONSTRUCTION MEETING APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS.

5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS WHICH INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. BY SUBMITTAL OF A BID FOR THIS PROJECT, THE CONTRACTOR ACKNOWLEDGES THEIR COMPLETE UNDERSTANDING AND RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION ACTIVITIES REQUIRED UNDER THE SCOPE OF THIS PROJECT.

6. THE CONTRACTOR SHALL PROVIDE ONE (1) REPRODUCIBLE MYLAR COPY, FIVE (5) BLACK LINE COPIES AND ONE (1) DIGITAL FORMAT OF A CERTIFIED AS-BUILT SURVEY. DRAWINGS SHALL BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR AND SHALL BE SUBMITTED AFTER THE COMPLETION OF CONSTRUCTION, BUT PRIOR TO FINAL APPROVAL. THE AS-BUILT SURVEY SHALL BE PREPARED IN PLAN AND PROFILE FORMAT BY A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 472 OF THE FLORIDA STATUES. THE DRAWINGS SHALL BE AT A SCALE COMPARABLE TO THE DESIGN DRAWINGS PREPARED BY THE ENGINEER AND SHALL REFERENCE THE BASE LINE OF SURVEY APPEARING ON THE ENGINEERING DRAWINGS. THE HORIZONTAL AND VERTICAL LOCATION OF THE ROADWAYS, DRAINAGE FACILITIES AND ALL APPURTENANCES SHALL BE ACCURATELY DEPICTED TO SCALE AND SHALL BE IDENTIFIED RELATIVE TO THE BASE LINE AND TO READILY IDENTIFIABLE PERMANENT OR SEMI-PERMANENT REFERENCE POINTS EXISTING AFTER THE COMPLETION OF CONSTRUCTION. LOCATIONS SHALL BE DETERMINED FOR ALL DRAINAGE FACILITIES AT CHANGES IN HORIZONTAL AND VERTICAL DIRECTION, AND AT A MINIMUM INTERVAL NOT EXCEEDING ONE HUNDRED FEET (100'). THE PROFILE SHALL ACCURATELY REFLECT THE VERTICAL PIPE LOCATION AND THE FINISHED GRADE OVER THE PIPE.

7. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS LATEST EDITION AND THE CITY OF FORT PIERCE CONSTRUCTION STANDARDS.

8. ANY MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:
   THE NATIONAL GEODETIC GULF COAST ADVISOR
   ATTN: DENIS RIORDAN, PSM, NOAA
   JACKSON MS 39213
   EMAIL: DENIS.RIORDAN@NOAA.GOV
   MOBILE: (240) 678-2107

9. BENCH MARK DATA IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

10. CONTRACTOR TO UTILIZE "APPROVED FOR CONSTRUCTION" PLANS ONLY.

11. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 102-600.

12. ANY ROYAL PALM TREES IMPACTED BY THE CONSTRUCTION SHALL BE RELOCATED PER THE DIRECTION OF THE CITY OF FORT PIERCE ENGINEERING DEPARTMENT. COSTS ASSOCIATED WITH THE RELOCATION, INCLUDING IRRIGATION PROVISIONS SHALL BE INCLUDED IN THE GENERAL CONDITIONS LUMP SUM BID ITEM.

13. DETECTABLE WARNING SURFACES SHALL BE COMPRISED OF TRUNCATED DOME CONCRETE PAVING BRICKS (4"X8"X2-3/8"), BRICK RED IN COLOR, AND CONSTRUCTED ON A CONCRETE SUB-SLAB.

14. CONCRETE UTILIZED IN CURB AND GUTTER, SIDEWALK, AND URBAN FLARED TURN-OUT CONSTRUCTION SHALL CONSIST OF 3,000 PSI FIBER REINFORCED MIX.

PAVING, GRADING AND DRAINAGE

1. ALL UNSUITABLE MATERIALS, SUCH AS MUCK, ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIAL AS CLASSIFIED BY AASHTO M 145, FOUND SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL, AND REPLACED WITH THE SPECIFIED FILL MATERIAL IN MAXIMUM 12 INCH LIFTS COMPACTED TO NOT LESS THAN 100% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-99. THICKNESS OF LAYERS MAY BE INCREASED, PROVIDED THAT THE EQUIPMENT AND METHODS USED ARE PROVEN BY FIELD DENSITY TESTING AND CAPABLE OF COMPACTING THICK LAYERS TO SPECIFIED DENSITIES.

2. ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON, OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF ONE (1) FOOT.

3. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.

SITE PREPARATION AND GRADING

PREPARATION OF THE SITE FOR CONSTRUCTION WILL REQUIRE GRUBBING AND STRIPPING OF VEGETATION AND ROOT SYSTEMS THROUGHOUT AREAS TO BE COVERED BY NEW CONSTRUCTION. TRUNKS AND ROOT BALLS FOR TREES SHOULD BE REMOVED. SITE PREPARATION AT FORMER LOCATIONS OF LARGER SHRUBS AND TREES MAY REQUIRE EXCAVATION TO GREATER DEPTHS.

FILL MATERIAL MAY BE REQUIRED. FILL SHOULD BE FREE FROM DEBRIS OR OTHER DELETERIOUS MATTER, AND SHOULD CONSIST OF CLEAN GRANULAR MATERIAL THAT HAS A MAXIMUM PARTICLE SIZE NOT GREATER THAN SIX INCHES. IT SHOULD CONTAIN NOT MORE THAN 10 PERCENT PASSING THE U.S. STANDARD NUMBER 200 SIEVE, AND HAVE AN ORGANIC CONTENT LESS THAN ONE PERCENT.

FILL SHOULD BE PLACED IN ESSENTIALLY HORIZONTAL LIFTS LESS THAN 12 INCHES IN UNCOMPACTED THICKNESS, HAVE A MAXIMUM PARTICLE SIZE NOT GREATER THAN 6 INCHES, BE MOISTURE CONDITIONED AS NECESSARY, AND UNIFORMLY COMPACTED TO AT LEAST 98 PERCENT RELATIVE COMPACTION AS DETERMINED BY THE MODIFIED PROCTOR PROCEDURE (ASTM D1557).

AFTER COMPLETION OF THE GENERAL SITE PLAN PREPARATION, WHEN EXCAVATIONS FOR THE CONSTRUCTION OF FOUNDATIONS ARE MADE THROUGH THE COMPACTED NATURAL GROUND, FILL OR BACKFILL, THE BOTTOMS OF THE EXCAVATIONS ARE TO BE TAMPED SO AS TO DENSIFY SOILS LOOSENED DURING OR AFTER THE EXCAVATION PROCESS, OR WASHED OR SLOUGHED INTO THE EXCAVATION PRIOR TO THE PLACEMENT OF FORMS. A PLATE TAMPER CAN BE USED FOR THIS FINAL DENSIFICATION IMMEDIATELY PRIOR TO THE PLACEMENT OF REINFORCING STEEL, WITH PREVIOUSLY DESCRIBED DENSITY REQUIREMENTS TO BE MAINTAINED BELOW THE FOUNDATION LEVEL.

SOIL EROSION PLAN

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A SPECIFIC SOIL EROSION PLAN. IN GENERAL, THE SOIL EROSION PLAN SHALL REQUIRE THAT ALL ON-SITE SOILS REMAIN ON-SITE AND WILL NOT ERODE ONTO THE ADJACENT PUBLIC ROADWAY OR ADJACENT PROPERTIES. PRIOR TO DISCHARGE FROM THE SITE, SILTATION BARRIERS AND HAY BALES SHALL BE UTILIZED AS PER FLORIDA DEPARTMENT OF TRANSPORTATION INDEX 102.

UPON COMPLETION OF THE SITE WORK, ALL AREAS SHALL BE SODDED TO AVOID EROSION. CONTRACTOR IS REQUIRED TO COMPLY WITH ALL STATE WATER QUALITY CRITERIA. SPECIFICALLY, NO OFF-SITE DISCHARGES WILL BE ALLOWED WHICH EXCEED THE STATE TURBIDITY CRITERIA. CARE MUST BE EXERCISED PRIOR TO, DURING AND AFTER CONSTRUCTION TO PREVENT EROSION.

WATER QUALITY

1. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS. ALL PRACTICES MUST BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL "A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATIONS 1988)", WHICH ARE HEREBY INCORPORATED BY REFERENCE, UNLESS A PROJECT SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED. IF SITE SPECIFIC CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY, IN ACCORDANCE WITH THE SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL "A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION 1988)". THE CONTRACTOR SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.

2. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

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AVENUE D AND MEANS COURT – PARKING LOT
GENERAL SPECIFICATIONS

No.	DATE	BY	REVISIONS
R#1	RDATE1	RBY1	REVISION1
R#2	RDATE2	RBY2	REVISION2
R#3	RDATE3	RBY3	REVISION3
R#4	RDATE4	RBY4	REVISION4
R#5	RDATE5	RBY5	REVISION5

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:
NOVEMBER 1, 2023

SURVEY BY:

DESIGNED BY:
T. TELLE

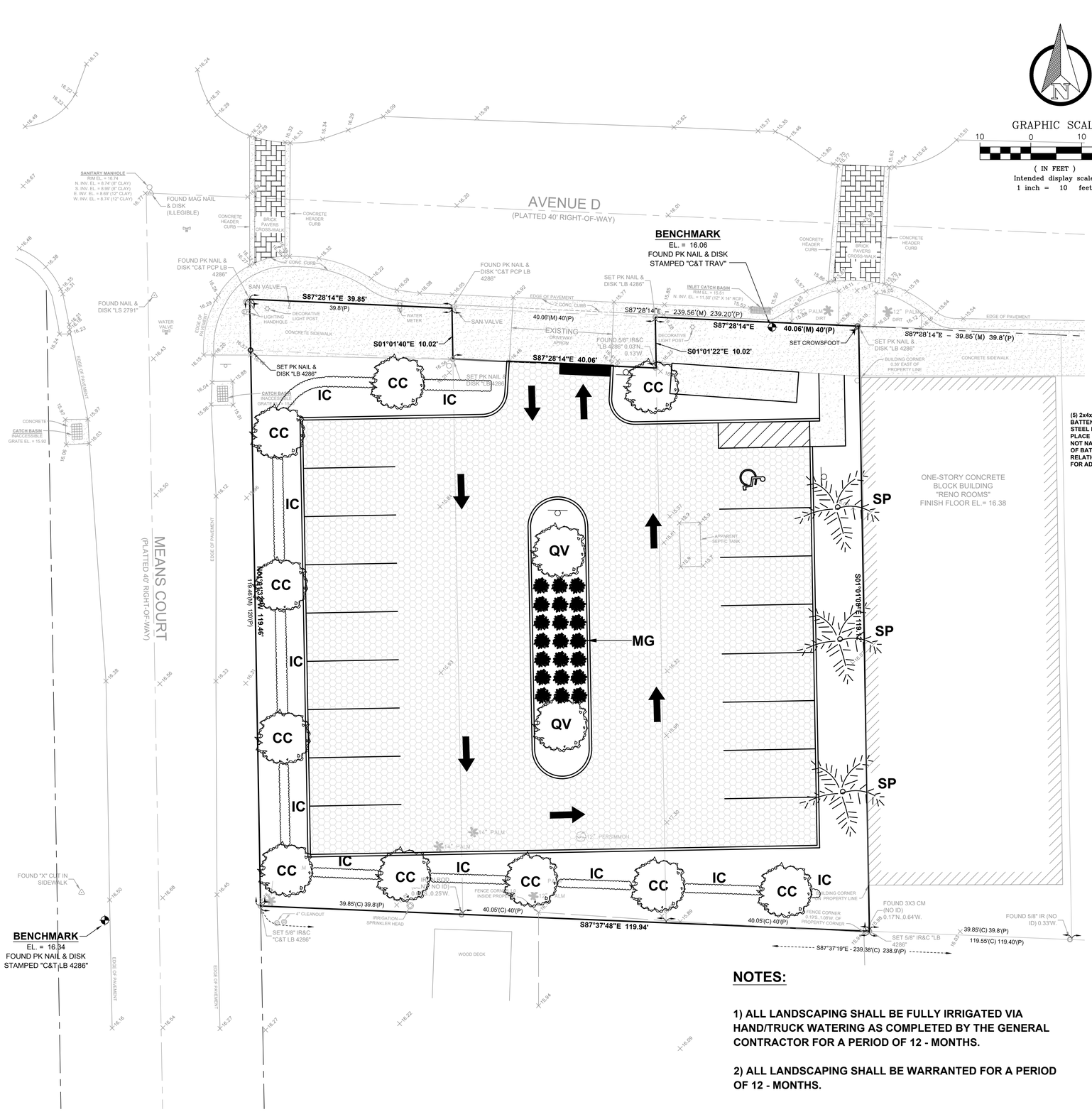
SCALE:
N.T.S.

DRAWN BY:
D. SUMNER

APPROVED BY:
J. ANDREWS

SHEET No.
5 OF **7**

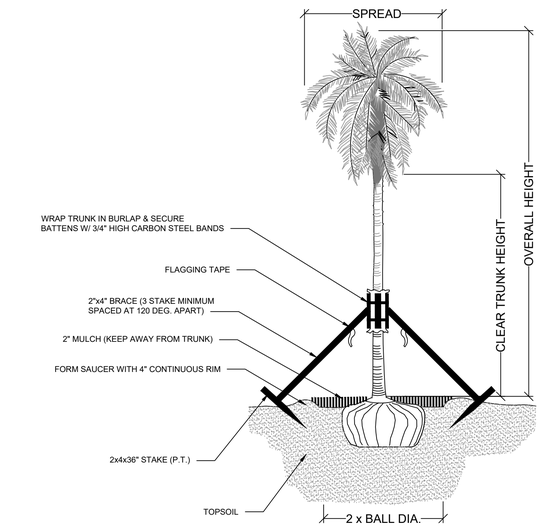
AVENUE D AND MEANS COURT - PARKING LOT LANDSCAPE PLAN



NOTES:

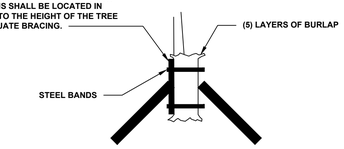
1) ALL LANDSCAPING SHALL BE FULLY IRRIGATED VIA HAND/TRUCK WATERING AS COMPLETED BY THE GENERAL CONTRACTOR FOR A PERIOD OF 12 - MONTHS.

2) ALL LANDSCAPING SHALL BE WARRANTED FOR A PERIOD OF 12 - MONTHS.

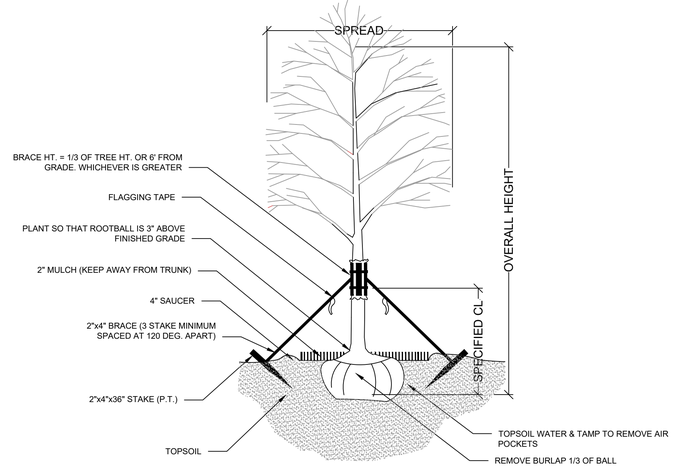


PALM PLANTING - ANGLE STAKE
NOT TO SCALE

(5) 2x4x16" WOOD BATTENS. SECURE BATTENS W/ (2) 3/4" HIGH CARBON STEEL BANDS TO HOLD BATTENS IN PLACE DURING PLANTING PROJECT. DO NOT NAIL BATTENS TO TRUNK. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE TREE FOR ADEQUATE BRACING.



BRACING DETAIL



TREE PLANTING & STAKING
NOT TO SCALE

TREE AND PLANT SCHEDULE

TREES	QUANTITY	BOTANICAL NAME / COMMON NAME	SIZE
QV	2	QUERCUS VIRGINIANA / LIVE OAK	14' OA, MIN. 4" D.B.H.
CC	10	CALLISTEMON CITRINUS/BOTTLEBRUSH	14' OA, MIN. 4" D.B.H.
SP	3	SABAL PALMETTO/SABAL PALM	20' OA, 10' C.T.
IC	262	IXORA CHINENOIS/DWARF RED IXORA	1' OA, PLANT SPACING OF 2.5'
MG	60	MUHLENBERGIA CAPILLARIS/PINK MUHLY GRASS	1' OA, PLANT SPACING OF 2.5'

No.	DATE	BY	REVISIONS
R#1	RDATE1	RBY1	REVISION1
R#2	RDATE2	RBY2	REVISION2
R#3	RDATE3	RBY3	REVISION3
R#4	RDATE4	RBY4	REVISION4
R#5	RDATE5	RBY5	REVISION5

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CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:
NOVEMBER 1, 2023

SURVEY BY:
NAME

DESIGNED BY:
T.TELLE

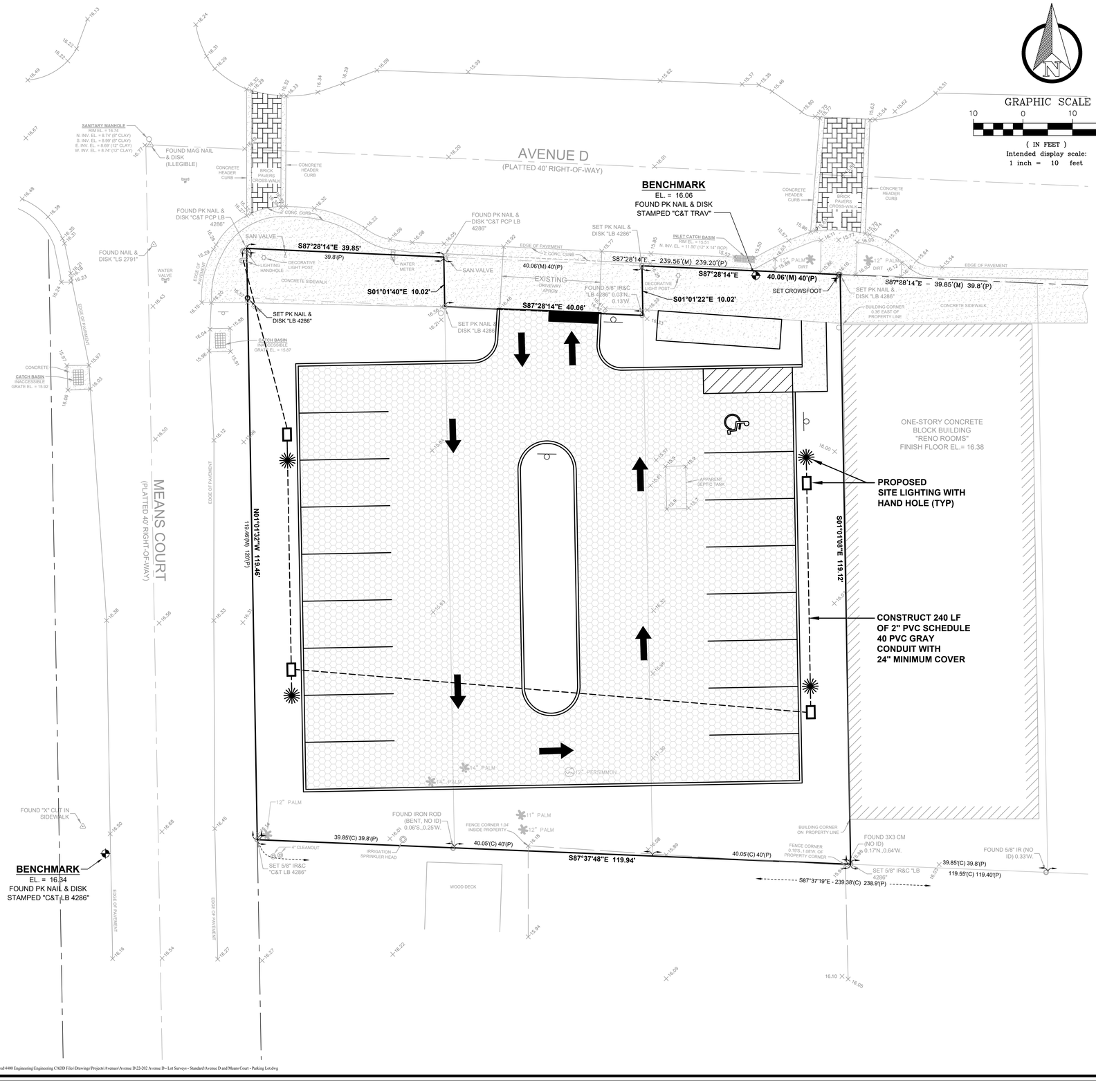
SCALE:
1" = 10'

DRAWN BY:
D. SUMNER

APPROVED BY:
J. ANDREWS

SHEET No.
6 OF **7**

AVENUE D AND MEANS COURT - PARKING LOT LIGHTING PLAN

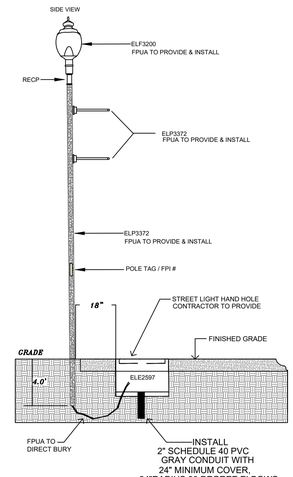


Notes:

- Handholes to be placed as most practical.
- Locations indicated on plan are approximates. Final light locations are to be staked by a City of Fort Pierce representative.

CITY-SL-LED-01
UNDERGROUND LIGHTING DETAIL

CONTACT FPUA ENGINEERING @ (466-1600 X6366) FOR CONDUIT INSPECTION PRIOR TO BACKFILL



NOTES:

1) DECORATIVE LIGHTING TO BE PURCHASED BY THE CITY OF FORT PIERCE AND INSTALLED BY FPUA.

2) ALL HAND HOLES AND CONDUIT TO BE PROVIDED AND INSTALLED BY SITE CONTRACTOR.

No.	DATE	BY	REVISIONS
			REVISIONS
R#1	RDATE1	RBY1	REVISION1
R#2	RDATE2	RBY2	REVISION2
R#3	RDATE3	RBY3	REVISION3
R#4	RDATE4	RBY4	REVISION4
R#5	RDATE5	RBY5	REVISION5

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CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:
NOVEMBER 1, 2023

SURVEY BY:
NAME

DESIGNED BY:
T.TELLE

SCALE:
1" = 10'

DRAWN BY:
D. SUMNER

APPROVED BY:
J. ANDREWS

SHEET No.
7 OF **7**

FPRA Regular Meeting - 5:05 p.m. **7. d.**

Meeting Date: June 11, 2024

Re: Indian River Drive Electrical Relocation - Piggyback FPUA Unit Price Contract with Mastec North America, Inc., Bid No. ITB 22-06

Submitted For: Tracy Telle, Assistant City Engineer, Engineering

---

SUBJECT:

Approval to utilize FPUA's unit price contract with Mastec North America, Inc. and authorize Mastec to proceed with the electrical relocation work along Indian River Drive in an amount not to exceed $194,740.94.

SUMMARY:

On August 30, 2022, Governor Ron DeSantis awarded the City of Fort Pierce a $2.7 million Florida Job Growth Grant to assist with the funding of infrastructure improvements along Indian River Drive, Avenue, B, and AE Backus Avenue. As a prerequisite to the impending Indian River Drive roadway construction, all utility relocation work is required to be completed. Therefore, in an effort to minimize time and project cost, staff is requesting contracting directly with FPUA's Unit Price contractor, Mastec North America, for services relating to the electrical relocation work.

Contractor will be compensated utilizing FPRA funds with full reimbursement via the Florida Job Growth Infrastructure Grant, DEO Grant No. G0100.

RECOMMENDATION:

Staff recommends approval to piggyback FPUA's contract with Mastec.

ALTERNATIVES:

Deny and bid the electrical work, which in turn may delay the start of the Indian River Drive roadway reconstruction project.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FPUA
City Manager's Office
Purchasing Department
Grants Administration

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: TBD

Amount: 194,740.94

OTHER INFORMATION:

The $194,740.94 will initially be funded utilizing FPRA funds and subsequently reimbursed in full as per the criteria specified in DEO Grant No. G0100.

Attachments

DEO Grant

Electrical Plan

FPUA Estimated Construction Cost

FPUA Contract with Mastec

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DocuSign Envelope ID: 889AB9C0-8F3A-4DA8-9D21-BED5237202B4

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

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and ***City of Fort Pierce, Florida*** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds;

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), DEO has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State;

WHEREAS, DEO has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to Section 288.101, F.S.;

WHEREAS, DEO is authorized to enter into this Agreement pursuant to section 288.101, F.S.. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other DEO-approved form of official authorization, a copy of which is attached as Exhibit E and made a part of this Agreement;

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
  - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee's Resolution**
- **Exhibit E: Notice of Completion and Engineer's Certification of Compliance**
- **Exhibit F: State and Federal Statues, Regulations, and Policies;**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM. This Agreement is effective as of the date on which DEO executes this Agreement (such date, the "Effective Date") and shall continue until the earlier to occur of (a) December 31, 2036 (such date, the "Expiration Date") unless an extension of the time period is requested by Grantee and granted in writing

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by DEO prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by DEO in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. **PERFORMANCE REQUIREMENTS:** Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. **TYPE OF AGREEMENT:** This Agreement is a ***cost reimbursement*** agreement.

4. **RELEASE OF FUNDS:** DEO shall pay Grantee up to ***Two Million Seven Hundred Forty-Five Thousand Two Hundred Twenty-Thee Dollars and Zero Cents ($2,745,223.00)*** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by DEO. Grantee shall not use funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. DEO has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and DEO may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if DEO determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by DEO.

5. **PAYMENTS TO GRANTEE:**

a. Grantee shall provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due

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to preparation errors will result in a delay of payment. DEO is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN**: In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. DEO shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, DEO shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to DEO, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DEO to enter into this Agreement, and in reliance on which DEO has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon DEO's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event

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which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. DEO shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through DEO's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to DEO or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for

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any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two ($35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to DEO if Grantee, or any of Grantee's affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

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a) Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of DEO's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1) (a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b) If DEO does not possess a record requested through a public records request, DEO shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S.

c) Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

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this Agreement term and following completion of this Agreement if Grantee does not transfer the records to DEO upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one business day from receipt of such request.

g) Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of s. 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

b) Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) Section 288.101, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute

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discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to DEO any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to DEO such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 30 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." DEO may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. DEO is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if DEO imposes financial consequences on Grantee pursuant to the terms of this Agreement, DEO has the right to recoup all resulting cost, monetary loss and/or funds owed to DEO or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to DEO or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay DEO in full such cost, loss, and/or funds owed to DEO or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe. DEO, in DEO's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to DEO or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@deo.myflorida.com. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of

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business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
   i. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
   ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all

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expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend DEO against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

e. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Grantee shall provide to DEO a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without DEO's written permission; provided further that Grantee shall, at all times, follow DEO's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

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g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of this Agreement unless otherwise authorized in writing by DEO.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

18. INSURANCE: During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) calendar days of the Effective Date, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

b. DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

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a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S.. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person,

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firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S..

22. **INDEPENDENT CONTRACTOR STATUS:** In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by DEO in Exhibit A, SCOPE OF WORK, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. **ELECTRONIC FUNDS TRANSFER**: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor

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instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. **MODIFICATION:** If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

25. **TIME IS OF THE ESSENCE:** Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. **CONSTRUCTION; INTERPRETATION**: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. **TERMINATION:** DEO may terminate this Agreement if:

a. DEO determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24-hour written notice to Grantee. DEO shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee

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fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by DEO of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if DEO exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. **DISPUTE RESOLUTION:** Unless otherwise stated in Exhibit A, SCOPE OF WORK, DEO shall decide disputes concerning the performance of this Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

29. **INDEMNIFICATION:** (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

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any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold DEO harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to DEO for reimbursement for costs under this Agreement where DEO is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to

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mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing DEO in DEO's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of DEO. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this

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Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager**:
City of Fort Pierce	Nicholas C. Mimms
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Phone: 772-467-3052	Phone: 772-467-3793
FEIN: 59-6000322	Email: nmimms@cityoffortpierce.com

DEO's Agreement Manager:

Adam Madlinger, FCCM
107 E. Madison St. MSC-80
Tallahassee, Fl 32399
Phone: 850-717-8987
Email: Adam.Madlinger@deo.myflorida.com

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly-authorized officials sign this Agreement.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**CITY OF FORT PIERCE, FLORIDA**	
By	DocuSigned by: Meredith Ivey 52B8BB3C192F445... Signature	**By**	Linda Hudson Signature
Title	**Merideth Ivey Acting Secretary**	**Title**	**Linda Hudson Mayor**
Date	4/4/2023	**Date**	3/14/2023

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

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: DocuSigned by: AA5D1E9D97684B4...

Approved Date: 3/29/2023

CITY OF FORT PIERCE, CITY CLERK

By: Linda W. Cox

Approved Date: 12/19/2022

CITY OF FORT PIERCE, CITY ATTORNEY

By:

Approved Date: 3/14/2023

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Exhibit A
SCOPE OF WORK

1. **PROJECT DESCRIPTION:** Section 288.101, Florida Statutes ("F.S."), established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded $2,745,223.00 for Downtown Waterfront Corridor improvements to include the reconstruction of Indian River Drive from Marina Way to Seaway Drive, the restoration of the aging central utilities, pedestrian safety enhancements along A.E. Backus Avenue and Indian River Drive, and reconstruction of Moore's Creek Bridge.

2. **GRANTEE'S RESPONSIBILITIES**:

a. **COMMENCEMENT AND TIMELINE.**

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
DEO shall not reimburse Grantee for any work performed prior to the Effective Date unless DEO expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:

a) Provide to DEO's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and

b)Request from DEO's Agreement Manager a Notice to Proceed.

DEO shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence by March 1, 2023, and shall be completed on or before the fifth anniversary of the Effective Date (the "Completion Date"), unless terminated earlier. DEO shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to DEO upon DEO's request to DEO's satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, DEO may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.**

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to DEO that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to DEO certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to DEO on or before the Commencement Date, DEO may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to DEO its written notification of either its intent to:

a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and

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regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by DEO, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.

4) If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of Sections 255.0991 and 255.0992, F.S..

5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.

6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.

7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. DEO shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.

8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 for each occurrence, and property damage insurance of at least $100,000 for each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of this Agreement, when it includes construction within the limits of a railroad right-of-way, Grantee must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it meets any other applicable standards.

11) Grantee shall expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the fundsfor any legal action against the State or DEO, or costs associated with preparation of the Proposal.

12) Upon completion of the work authorized by this Agreement, Grantee shall notify DEO in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit F. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from DEO in advance of the deviation being constructed.

13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in Exhibit E. The terms of this provision shall survive the termination of this Agreement and may be enforced by DEO.

c. **RETURN ON INVESTMENT**. Grantee's failure to meet the Return on Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.

1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least $0.00 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work,

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after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Capital Investment Date").

2) Grantee shall certify that at least 484 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Job Creation Date").

3) Grantee shall certify that [0] Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

d. **COMPLETION OF CONSTRUCTION**: Grantee shall complete the following tasks:

1) Design and Engineering

a) Complete project design in a manner consistent with the description in Section 1 of this Scope of Work.
b) Obtain South Florida Water Management District Environmental Resource permit.
c) Obtain Florida Department of Transportation Right-of-Way permit.
d) Obtain Florida Department of Environmental Protection Environmental Resource permit.

2) Construction:

a) Reconstruction of Indian River Drive from Marina Way to Seaway Drive.
b) Reconstruction of central utilities,
c) Pedestrian safety enhancements along A.E. Backus Avenue and Indian River Drive
d) Reconstruction of Moore's Creek Bridge.

3. DEO'S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Grantee.

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

Deliverable No. 1: Design and Permits		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete design plans and permitting activities as described in Section 1, 2.b, and 2.d.1 of this Scope of Work.	Grantee may be allowed reimbursement upon design plans and permitting in accordance with Sections 2.b and 2.d.1 of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies (in digital or hard copy format) of final design plans and copy of permits.	Failure to meet the minimum level of service for this Deliverable and Deliverable 2 shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $1,000,000.00
Deliverable No. 2: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the infrastructure activities as described in Section 1, 2.b, and 2.d.2 of this Scope of Work.	Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2b. and 2.d.2 of this Scope of Work in the following	Failure to meet the minimum level of service for this Deliverable and Deliverable 1 shall result in non-payment.

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	increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	Any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $1,745,223.00
TOTAL AMOUNT NOT TO EXCEED $2,745,223.00		

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this agreement.

5. Additional Financial Consequences: The following financial consequences apply under the following circumstances:

a. RETURN ON INVESTMENT. If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then DEO will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. DEO has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If DEO makes such a demand for repayment, Grantee shall remit funds to DEO within twenty-four (24) months of such demand. In addition to any other remedies available to DEO, in the event that Grantee fails to remit such funds to DEO within twenty-four (24) months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. DEO will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. DEO shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate sanctions imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

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b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and DEO shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for $100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for $90,000, and the remaining $10,000 will be withheld.

c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), DEO hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by twelve (12) months. In the event that Grantee exercises the Option, within ten (10) business days of exercising the Option, Grantee shall pay to DEO a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to DEO written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon DEO's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

d. The Parties acknowledge and agree that the remedies set forth in this Section 5 constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by DEO would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each of the Parties further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DEO will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions DEO would not enter into this Agreement.

6. REPORTING:

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Quarterly reports are due to DEO no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are: September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the ten (10) year anniversary of the Completion Date falls, Grantee shall provide DEO with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project

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after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

a. Grantee shall provide one invoice per quarter for all services rendered during the applicable period of time.
b. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
    2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
    3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
    4) Photographs of the project in progress and completed work;
    5) A copy of all supporting documentation for vendor payments;
    6) A copy of the cancelled check(s) specific to the project; and
    7) A copy of the bank statement that includes the cancelled check.
c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's rights under this Agreement, at law, or in equity, including but not limited to, DEO's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

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10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide advance written notification to DEO, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, in DEO's sole discretion, to demand that Grantee reimburse DEO for part or all the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.

    2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.

1) New Job – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state.

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New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).

1) Retained Jobs – Retained Jobs are jobs that would have been eliminated, or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
2) Leased Employees – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
    1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
    2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1,820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
    3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.

c. **Determination of Capital Investment.** DEO accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

- End of Exhibit A (SCOPE OF WORK) -

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Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal

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program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. DEO at each of the following addresses:

   Electronic copies (preferred):
   Audit@deo.myflorida.com

   or

   Paper (hard copy):
   Department Economic Opportunity
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room
   401 111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): Audit@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Exhibit B

FUNDING RESOURCESFEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	U.S. Treasury
Catalog of Federal Domestic Assistance Title	Coronovirus State and Local Fiscal Relief Fund
Catalog of Federal Domestic Assistance Number	21.027
Award Amount	**$2,745,223.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. DEO will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through DEO's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	
Catalog of State Financial Assistance Title	
Catalog of State Financial Assistance Number	

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Award Amount	**$0.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

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RESOLUTION NO. 22-R48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING THE EXECUTION OF A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY SUPPORTING **DOWNTOWN WATERFRONT CORRIDOR INFRASTRUCTURE IMPROVEMENTS;** ADOPTING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to enter into a Florida Job Growth Infrastructure Grant Agreement with the State of Florida Department of Economic Opportunity to support public infrastructure improvements along the Downtown Waterfront Corridor; and

WHEREAS, the City of Fort Pierce has the authority to enter into grant agreements with the State of Florida Department of Economic Opportunity for projects of this nature pursuant to Section 288.101, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Fort Pierce, Florida, as follows:

Section 1. The foregoing findings are true and correct and are hereby adopted and made a part hereof.

Section 2. The City Commission of the City of Fort Pierce does hereby approve and authorize Linda Hudson, Mayor of the City of Fort Pierce, to execute and submit to the State of Florida Department of Economic Opportunity on behalf of the City of Fort Pierce that certain Grant Agreement attached hereto as Attachment "A" and made a part hereof.

Section 3. This Resolution shall become effective upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 19th day of December 2022.

Linda Hudson
LINDA HUDSON, MAYOR

ATTEST:

Lindaw Cox
LINDA W. COX, CITY CLERK
(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

TANYA M. EARLEY, ESQ.
CITY ATTORNEY

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EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
and _____

PROJECT DESCRIPTION:
_____

DEO Agreement
No.
_____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____ _____, 20____.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish DEO a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
   c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
   d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
   e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
   f. Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
   g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
   h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
   c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
   e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

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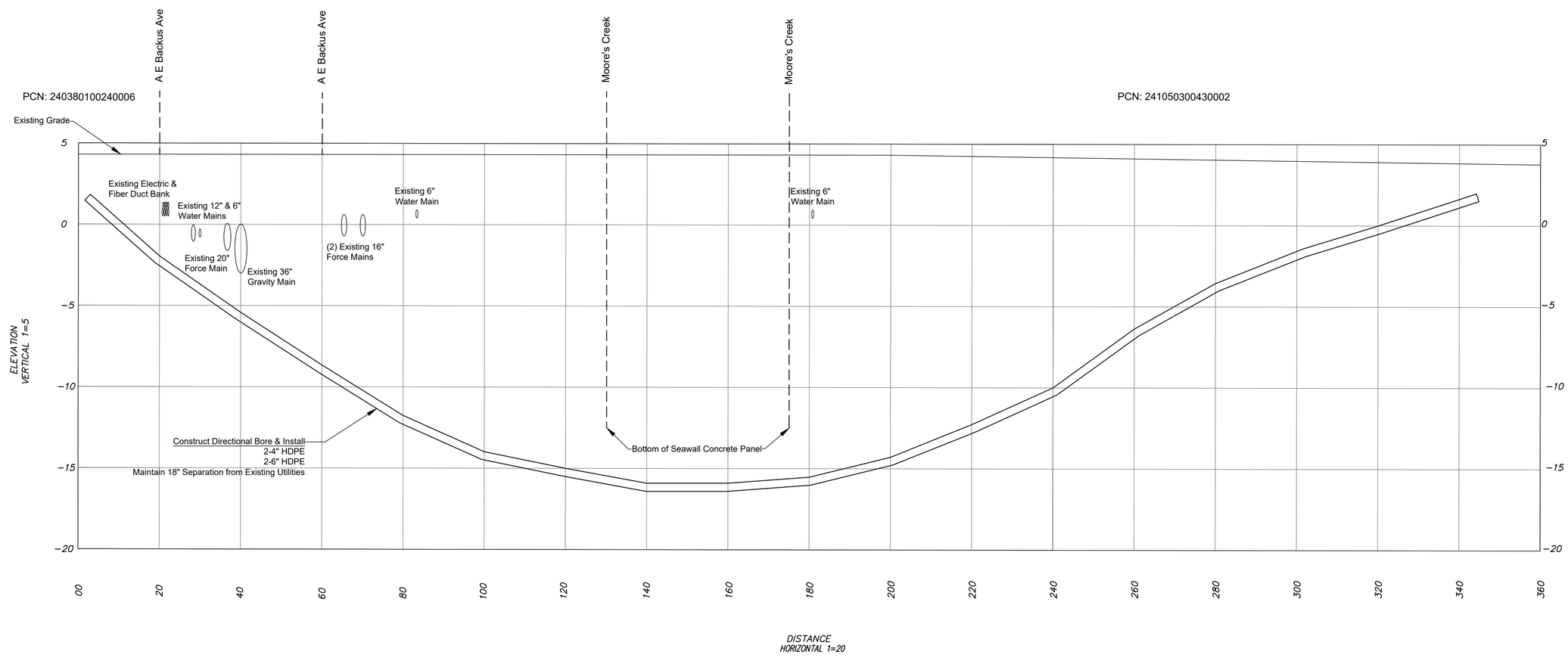
5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
   a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
   a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
   b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

Notes:
- Facility locations and scale exaggerated for clarity. Exact locations are to be staked in the field.



CROSS SECTION A

N Indian River Dr
(Facing East)
50'-75' R.O.W.
** All existing utility locations and depths to be field verified by contractor **
** Additional utilities not shown may be present **



				UG Electric Relocation
				Kings Landing
04/19/2023	Engineer Review	TS	EDM	UG Feeder and Primary Line Relocation
DATE:	DESCRIPTION:	BY:	AP:	

FPUA COMMUNITY PROUD

ELECTRIC & GAS ENGINEERING
1701 SOUTH 37TH STREET
P.O Box 3191 (34950)
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 461-1938

VERIFY SCALE BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

SCALE:	DESIGNED:	JOB #
1=40	TS	20200212-2
SHEET:	DRAWN:	SHEET
P & P	TS	1 OF 1

KINGS LANDING OFF-SITE ELECTRIC INFRASTRUCTURE ROUGH ESTIMATE

MATERIAL

ITEM NUMBER	DESCRIPTION	QUANTITY		PRICE		TOTAL
ELB0083	BOLT, UNIT HEX HEAD, 1/2" X 2" BRONZE	4	$	4.24	$	16.95
ELC0123	CABLE, 15KV 1/0 URD 133% INSULATION, EPR, 2500 FT FMPA 200-06083	2,000	$	5.20	$	10,400.00
ELC0124	CABLE, 15KV 1000MCM AL UG 133% EPR ONLY, 1,000 FT REEL, 66X36X36	2,000	$	13.45	$	26,900.00
ELC0165	CLAMP, 2 BOLT 4/0 CU - 4/0 CU, WITH SPACER	12	$	11.99	$	143.84
ELC0165	CLAMP, 2 BOLT 4/0 CU - 4/0 CU, WITH SPACER	2	$	11.99	$	23.97
ELC0192	CLAMP, GRND ROD SQ HEAD "A" TYPE 5/8"	4	$	2.00	$	8.00
ELC0192	CLAMP, GRND ROD SQ HEAD "A" TYPE 5/8"	2	$	2.00	$	4.00
ELC0214	CLEANER, CABLE RAINBOW 87000	10	$	6.31	$	63.05
ELC0214	CLEANER, CABLE RAINBOW 87000	2	$	6.31	$	12.61
ELC0228	CONDUIT, 4" SCH 40 PVC 10 FT/LG FMPA 300-01005	300	$	6.19	$	1,857.00
ELC0229	CONDUIT, 6" SCH 80 PVC 10 FT LG BELLED END FMPA 300-01078	300	$	27.01	$	8,103.00
ELC0271	COUPLING, BRONZE THREADLESS GRND ROD 5/8	4	$	3.39	$	13.54
ELC0271	COUPLING, BRONZE THREADLESS GRND ROD 5/8	4	$	3.39	$	13.54
ELC2857	CONDUIT, 4" BORE PIPE, 766 FT REEL	1,060	$	5.71	$	6,052.60
ELC2858	CONDUIT, 6" BORE PIPE, 450 FT REEL	1,000	$	10.24	$	10,240.00
ELE0304	ELBOW, LOADBRK 1/0 200A 15KV 133% INSUL FMPA 300-02017	3	$	24.07	$	72.20
ELE0307	ELBOW, SWITCH GEAR F/1000MCM AL CABLE	9	$	143.28	$	1,289.55
ELE0310	ENCLOSURE, HVY DUTY 24"X36" 24"D (COVER	2	$	669.33	$	1,338.65
ELE2327	ENCLOSURE, FEEDER SP BOX (COFFIN) PRECAST SPECIALITIES UX-233	1	$	2,263.08	$	2,263.08
ELL0481	LUBRICANT, SILICONE 5 OZ TUBE	4	$	7.68	$	30.72
ELP2599	PAD, BOX SWITCHGEAR POLYMER CONCRETE	1	$	1,520.07	$	1,520.07
ELR0611	ROD, GROUND CU CLAD 5/8" X 10 FT	6	$	16.81	$	100.89
ELR0611	ROD, GROUND CU CLAD 5/8" X 10 FT	6	$	16.81	$	100.89
ELS0626	SEAL, AQUA ROLL-UG 3 3/4" X 10 FT X 125 MIL KEARNEY#104742	10	$	13.96	$	139.64
ELS0684	SPLICE, HEAVY SILICONE 1000MCM 15KV	3	$	334.72	$	1,004.15
ELS0687	SPLICE, UG 1/0 15KV AL (SMALL)	6	$	26.99	$	161.92
ELS0711	SWITCHGEAR, DEAD-FRONT 600A 3PH 2-600 A SWITCHES	1	$	29,626.95	$	29,626.95
ELT0719	TAPE, HIGH VOLTAGE 2" X 30 FEET	10	$	29.19	$	291.88
ELT0731	TERMINAL, BZ STRAIGHT BOLT CABLE TO FLAT	2	$	33.67	$	67.34
ELT2294	TAPE, 3M 37, 1 1/2" X 66 FT BLACK	12	$	5.64	$	67.67
ELW0849	WIRE, CU THW/THHN #4/0 7 STR, 1,000 FT REEL	20	$	3.27	$	65.44
ELW0849	WIRE, CU THW/THHN #4/0 7 STR, 1,000 FT REEL	20	$	3.27	$	65.44
			MATERIAL TOTAL		**$**	**102,058.56**

LABOR

ITEM NUMBER	DESCRIPTION	QUANTITY		PRICE		TOTAL
3A	TRENCH, 12” W BY 36” DEEP (TOP OF CONDUIT)	150	$	7.88	$	1,181.78
4A	TRENCH, 12” W BY 42” DEEP (TOP OF CONDUIT)	150	$	8.66	$	1,298.27
3B	SCHEDULE 40, PVC, 4"	300	$	1.13	$	339.00
4B	SCHEDULE 80, PVC, 6"	300	$	1.25	$	375.00
3C	DIRECTIONAL BORE 4"	530	$	18.01	$	9,544.31
3C-1	ADDITIONAL 4" WITH PULL BACK	530	$	13.51	$	7,158.24
4C	DIRECTIONAL BORE 6"	500	$	22.49	$	11,243.83
4C-1	ADDITIONAL 6" WITH PULL BACK	500	$	16.88	$	8,441.32
1G	FEEDER CONRETE COFFIN 4'X6'	1	$	999.67	$	999.67
2G	PRIMARY HAND HOLE 24"X36"	2	$	303.89	$	607.77
3H	INSTALL #1/0 15KV AL CABLE, 133% INSUL, 3 PER CONDUIT	650	$	1.54	$	1,002.27
7H	INSTALL 1000MCM 15KV AL CABLE, 133% INSUL. 3 PER CONDUIT	650	$	6.19	$	4,023.69
36H	REMOVE #1/0 15KV AL CABLE, 133% INSUL, 3 PER CONDUIT	300	$	1.24	$	371.42
40H	REMOVE 1000MCM 15KV AL CABLE, 133% INSUL. 3 PER CONDUIT	300	$	4.78	$	1,435.02
1I	15KV ELBOW FOR #1/0 15KV JACKETED CABLE	3	$	196.96	$	590.89
3I	15KV TBODY FOR 1000MCM 15KV JACKETED CABLE	9	$	193.69	$	1,743.20
1J	CABLE, #1/0, 15KV URD, 133% INSULATION	6	$	183.11	$	1,098.65
3J	CABLE, 15KV 1000MCM AL UG 133%	3	$	364.39	$	1,093.18
4K	PADMOUNT XFMR > 750KVA OR SWITCH GEAR CABINET	1	$	773.74	$	773.74
7K	CONCRETE PAD FOR SWITCHGEAR	1	$	412.93	$	412.93
			LABOR TOTAL		**$**	**53,734.20**
			CONTINGENCY			25%
					PROJECT TOTAL	$ 155,792.76
					PROJECT TOTAL W/	**$ 194,740.94**

FORT PIERCE UTILITIES AUTHORITY AGREEMENT
FOR
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

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

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

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

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

Section 6

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

Section 7

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

Section 8

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

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

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

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

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

Section 9

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

Section 10

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

Section 11

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

Section 12

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

Section 13

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

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

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

H. **Public Records.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

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

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

2) Upon request from FPUA's custodian of public records, provide FPUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

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

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

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

[signatures are on the following page]

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

Signed, sealed and delivered in the presence of:

MASTEC NORTH AMERICA, INC.

BY: _____
Signature/Officer of Firm (Manual)

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

TITLE: Executive Vice President

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: 10/18/22

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

SECTION III – REQUIRED LIMITS OF INSURANCE

ATTACHMENT A

TYPE III

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION III – REQUIRED LIMITS OF INSURANCE

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

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

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

Certificates of Insurance must be completed as follows:

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

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

Certificates may be emailed to: risk@fpua.com

(Rev. 2/2019)

ATTACHMENT B

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

September 2, 2022

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

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

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

Dear Mr. Mas:

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

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

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

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

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

Sincerely,

Nancy J. Palka

Nancy Palka
Purchasing Program Manager

Enclosure

ATTACHMENT B

BEST AND FINAL OFFER

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

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

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

E-mail Preferred

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

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

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

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

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

(Authorized Signature)

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

09/06/2022
(Date)

ATTACHMENT B
BEST AND FINAL OFFER PRICING

MASTEC

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

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

ATTACHMENT B
BEST AND FINAL OFFER PRICING

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

ATTACHMENT B
BEST AND FINAL OFFER PRICING

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

ATTACHMENT B
BEST AND FINAL OFFER PRICING

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

ATTACHMENT B
BEST AND FINAL OFFER PRICING

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

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

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

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

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

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* FPUA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract

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

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

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

(i) Clean Air Act:

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

(ii) Federal Water Pollution Control Act:

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

D. Suspension and Debarment.

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

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

E. Procurement of Recovered Materials.

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

F. Access to Records:

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

G. DHS Seal, Logo and Flags.

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

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

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

I. No Obligation by Federal Government.

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

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

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

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

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

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

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

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

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

MasTec

SECRETARY'S CERTIFICATE

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

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

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

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

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

Alberto de Cardenas
Executive Vice President and Secretary

(CORPORATE SEAL)

MasTec North America, Inc. CORPORATE SEAL 1998 FLORIDA

FPRA Regular Meeting - 5:05 p.m. **7. e.**

Meeting Date: June 11, 2024

Re:

SUBJECT:

ADDED ON ITEM: Approval of letter to terminate lease agreement with Lincoln Park Young Professionals to improve 1134 and 1138 Avenue D.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Letter of Termination

FORT PIERCE
REDEVELOPMENT AGENCY

June 17, 2024

Lashonda Henderson
Vice President
Lincoln Park Professionals
Post Office Box 3982
Fort Pierce, FL

RE: Notice of Termination of Lease

Via Registered Mail

Dear Ms. Henderson:

This letter serves a written notice of termination pursuant to the Agreement to Lease and Improve 1134 Avenue D and 1138 Avenue D ("Lease") between the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce, Florida ("FPRA"), joined by the City of Fort Pierce, a Florida municipal corporation ("City"), (hereafter collectively "Landlord") and Rooted in Change, Incorporated, Doing Business as Lincoln Park Young Professionals ("Tenant"), dated October 27, 2020.

On April 29, 2024, Landlord's staff met with Tenant and was informed of Tenant's decision to terminate the Lease. On April 2, 2024, an email was sent to the Landlord indicating Tenant's intent to "end the progress of the project" and "dissolve this project."

On May 14, 2024 the FPRA Board met and voted to terminate this Lease due to Tenant's violation, default, and breach of Paragraph 16(a) of the Lease.

On May 20, 2024, the City Commission met and voted to terminate this Lease due to Tenant's violation, default, and breach of Paragraph 16(a) of this Lease.

Termination of this Lease will be effective **immediately** ("Termination Date"). The Landlord will allow Tenant **five (5) calendar days** from the Termination Date to vacate the Demised Premise, whereafter the Landlord shall retake possession of the Demised Premises.

Tenant shall comply with all terms of the Lease, to include, but not limited to:

1. "Title to any building, structure, or other improvements (other than movable trade fixtures)… constructed, installed, or placed upon the Land [are] vested in Landlord upon the termination of this Lease." Tenant has "no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises."

2. "All alterations and fixtures (other than movable trade fixtures)… made or installed upon the Demised Premises… [are] the property of Landlord upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to the original condition at Tenant's expense." The Landlord hereby informs Tenant all alterations and fixtures made or installed are to be removed by Tenant and Tenant shall restore the Demised Premises to the original condition at the Tenant's expense.

Please feel free to contact Nicholas Mimms, City Manager, at 772-465-4170 if you have comments or inquiries on this matter.

Sincerely,

Linda Hudson

Linda Hudson,
Mayor of the City of Fort Pierce
Chair of the Fort Pierce Redevelopment Agency

cc: Nicholas C. Mimms, City Manager and FPRA Director
Linda Cox, City Clerk
Sara Hedges, City Attorney
Audria Moore, Special Projects Coordinator

FPRA Regular Meeting - 5:05 p.m. **8. a.**

Meeting Date: June 11, 2024

Re: Approval of a Community Aesthetic Feature Agreement and Resolution between the Fort Pierce Redevelopment Agency and Florida Department of Transportation to place signs in rights-of-way

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

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SUBJECT:

Resolution FPRA 24-01 approving a Community Aesthetic Feature Agreement between the Fort Pierce Redevelopment Agency and Florida Department of Transportation to place local identification markers (gateway signs) in rights-of-way.

SUMMARY:

The City of Fort Pierce/Fort Pierce Redevelopment Agency issued a Request for Proposals (RFP) for the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the city. RFP 2023-010 was issued on December 28, 2022 and ten (10) proposals were received by the deadline of February 21, 2023. Staff received authorization to negotiate a contract with the highest ranked respondent, Don Bell Signs, Inc. of Port Orange, Florida for a Comprehensive Wayfinding Program consisting of approximately 62 sign assets (Gateway/Entrance Signs, Wayfinding Directional Signs, District Brand Signs and Public Parking Signs) on May 9, 2023. The service agreement with Don Bell Signs, Inc was approved on August 8, 2023.

The Fort Pierce Redevelopment Agency has been actively engaged in enhancing the visual appeal and identity of our community. As part of this ongoing effort, we have identified locations to install the local identification markers (gateway signs) within FDOT rights-of-way. The proposed Community Aesthetic Feature Agreement and Resolution, attached and incorporated in this Agreement as Exhibit “D” outlines the terms and conditions under which the FPRA agrees to fund all costs for the design, installation, and maintenance of the gateway signs. These signs will serve as visual markers, welcoming residents and visitors alike to our community while enhancing its aesthetic appeal.

Wayfinding meets several objectives outlined in the FPRA 2020 Redevelopment Plan including:
GOAL 10. The Fort Pierce Redevelopment Agency shall enhance the Agency’s community presence and awareness and develop the area as a regional destination.
GOAL 10.4. The Fort Pierce Redevelopment Agency shall use the ‘brand’ to develop unique features in the Community Redevelopment Area (e.g. wayfinding signs, paver patterns/styles, shade structures, transit stops, amenities, etc.) and incorporate these items into the built environment.
4-point Action Plan – Foster Arts + Culture. Arts are at the foundation of Fort Pierce’s identity. Providing connections and access to the City's existing cultural attractions and cores will reach across the entirety of the community. Additional community and neighborhood gateways are also proposed to help define the extents and entrances of these unique areas, adding to the sense of place and arrival.

RECOMMENDATION:
Staff recommends approval.

ALTERNATIVES:
Seek other alternative locations.

RESPONSIBLE STAFF:
Sara Delgado, Redevelopment Specialist

COORDINATED WITH:
City Attorney

Fiscal Impact

Budgeted Y/N: Y

OTHER INFORMATION:
The service agreement with Don Bell Signs and the budget of $499,739 was approved by the FPRA Board at the August 8, 2023 meeting.

Attachments

24-01
CAF Agreement & Resolution
City Attorney Memo
Don Bell Executed Agreement
RFP 2023-010 Wayfinding

FPRA RESOLUTION NO. 24-01

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA ("FPRA") APPROVING AND AUTHORIZING THE FPRA DIRECTOR OR DESIGNEE TO EXECUTE A **COMMUNITY AESTHETIC FEATURE AGREEMENT** WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF LOCAL IDENTIFICATION MARKERS ON FDOT MEDIANS IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL STATUTES, RULES AND REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a comprehensive wayfinding program is considered key to a broad strategy that will accentuate the aesthetic qualities of Fort Pierce to attract visitors, support business owners, develop a sense of community pride, and increase connectivity within the city; and

WHEREAS, the Fort Pierce Redevelopment Agency issued a Request for Proposals (RFP) on December 28, 2022, for the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the city; and

WHEREAS, on August 8, 2023, the Fort Pierce Redevelopment Agency Board approved the Service Agreement with Don Bell Signs, Inc. for the Comprehensive Wayfinding Signage Program in an amount not to exceed $499,739.00; and

WHEREAS, the FPRA has identified six (6) locations within Fort Pierce city limits to install local identification markers on FDOT medians of State Road 70 (Okeechobee Road) West of Jenkins Road, State Road 68 (Orange Avenue) West of Jenkins Road, State Road 5 (US Highway 1) South of North Causeway Bridge, State Road 5 (US Highway 1) South of Midway Road, State Road A1A South of Blue Heron Boulevard, and State Road 615 (25th Street) South of Avenue O; and

WHEREAS, the Community Aesthetic Feature Agreement requires that the FPRA pass a Resolution agreeing to fund all costs for the design, installation, and maintenance of the local identification markers; and

WHEREAS, a copy of this Resolution is required to be attached as "Exhibit D" to the Community Aesthetic Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida as follows:

1. The aforementioned recitals in the whereas clauses are true and correct and are hereby incorporated in this Resolution.

2. The Fort Pierce Redevelopment Agency Board hereby approve and authorize the FPRA Director or designee to enter into a Community Aesthetic Feature Agreement with FDOT to allow design, installation, and maintenance of the local identification markers as included in the substantial the same as form as Exhibit "D".

3. The FPRA Director is hereby authorized to take all steps necessary to effectuate this resolution.

4. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 11th day of June, 2024.

ATTEST: _____ Linda Hudson, Chair

_____
Linda W. Cox, Agency Secretary

Approved as to form and correctness:

_____
Sara Hedges, Agency Attorney

COMMUNITY AESTHETIC FEATURE AGREEMENT

State Road/Local Road _____ Section No. _____ CAFA No. _____

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and The Fort Pierce Redevelopment Agency ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has requested permission from the Department to install a [**CHOOSE ONE**: ☐Public Art, ☒Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road Varies, see Exhibit "A" at MP _____ in St. Lucie County, Florida ("Project").

B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through 2025, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within 1 year (365) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [**CHOOSE ONE**: ☐Public Art, ☒Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at 3400 West Commercial Blvd., Fort Lauderdale, FL 33309 . The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such plans and improvements satisfies the Department's requirements, and the Department expressly

disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, _____, at (_____) _____-_____ or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.

g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the responsible professional for the project, the form of which is attached to this

Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

Inspection of signage and sign base every 6 months.

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ _____. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to $2000.00.

District Maintenance Engineer,_____Date: _____.

n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT _____ PROGRAM MANAGER

_____

_____

Phone: _____

Fax: _____

Fort Pierce _____ COUNTY [OR CITY], FLORIDA

Fort Pierce Redevelopment Agency

Nick Mimms, P.E.

100 North US Highway 1, Fort Pierce FL 24950

Phone: 772-465-4170

Fax: _____

7. TERMINATION OF AGREEMENT. The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees

that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. _____ CAFA No. _____

AGENCY

FORT PIERCE REDEVELOPMENT AGENCY

_____

By: _____

Print Name: Linda Hudson

Title: Chair

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

_____

City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: _____

Print Name: _____

Title: _____

Date: _____

Legal Review:

_____

Section No. _____ CAFA No. _____

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

The project involves the design, construction, installation and maintenance of 6 Gateway signs at designated locations on FDOT rights-of-way within Fort Pierce. The signs will serve as welcoming features and visually distinguish the entrances to the city.

The locations are:

Location 2: SR 70/Okeechobee Rd. MP 21.413 (FDOT R/W)
Location 3: SR5/US1 MP 14.888 (FDOT R/W)
Location 5: SR5/US1 MP 8.137 (FDOT R/W)
Locaiton 6: SR A1A/South Ocean Dr. MP 12.931 (FDOT R/W)
Location 7: SR 68/Orange Ave. MP 18.1 (FDOT R/W)
Location 8: SR 615/N. 25th St. MP 3.6 (FDOT R/W)

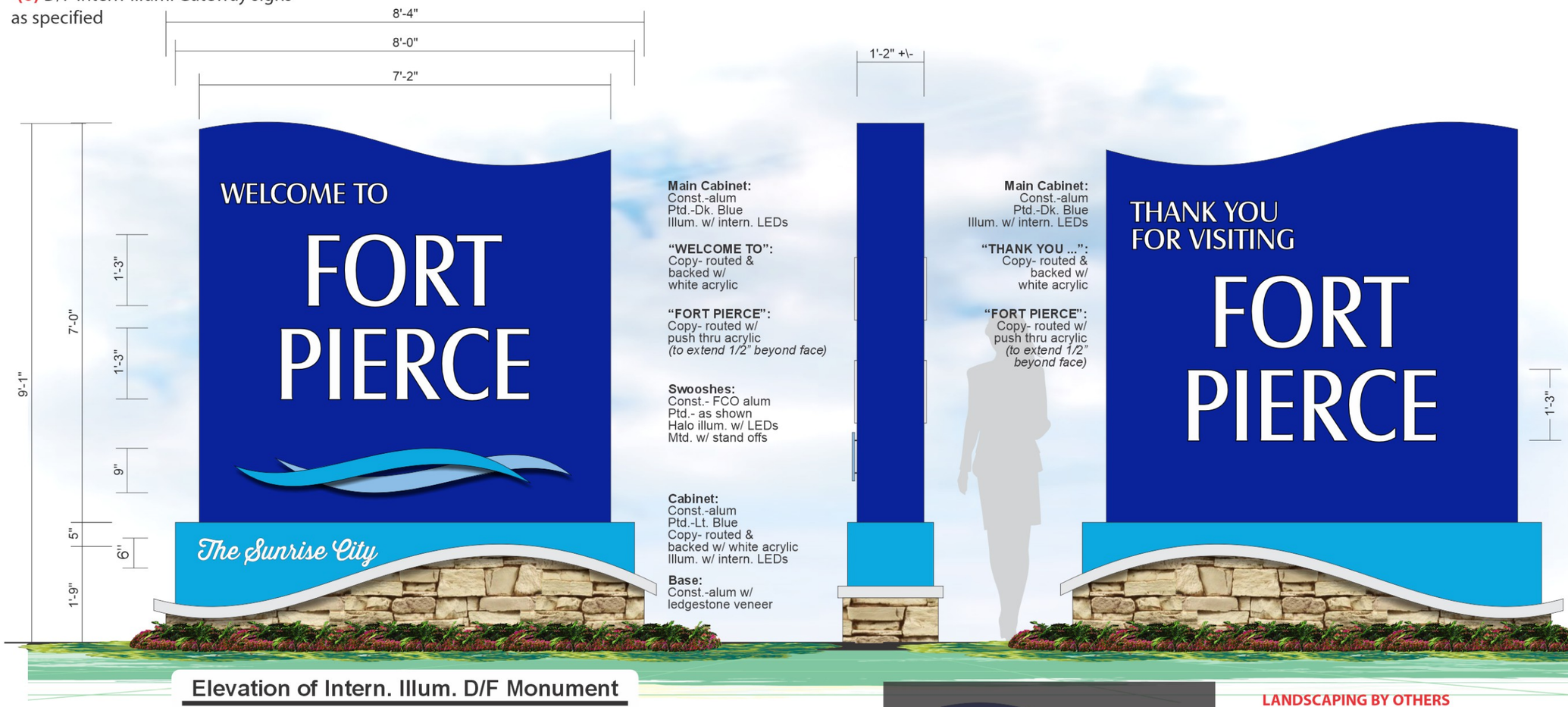
II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Don Bell Signs, Inc, P.E./R.L.A./Architect and dated 4/30/2024. Any revisions to these plans must be approved by the Department in writing.

A.2 GATEWAY MONUMENT W/ FDOT BREAKAWAY

Scope of Work:

Don Bell Signs to fabricate & install:
-**(6)** D/F intern-illum. Gateway signs as specified



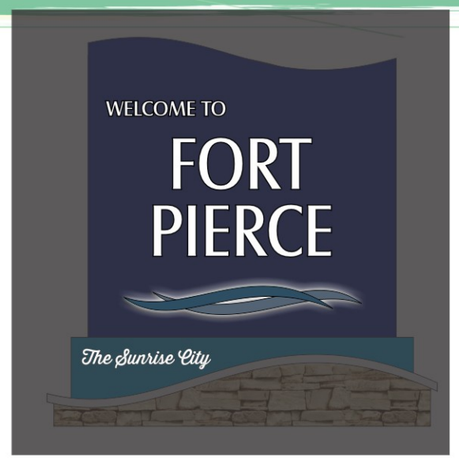
Elevation of Intern. Illum. D/F Monument

LANDSCAPING BY OTHERS

COLOR SCHEDULE

Dk Blue PMS Dark Blue	Lt Blue PMS 632	PMS 631

Note: *The color on your computer screen or printer output may vary. Please consult the specifications in this drawing and proper color guide for accurate color depiction.*



Simulated nightview: NTS

All signage to be installed in compliance with National Electrical Code - NEC 2017

All signage to be constructed and installed according to ETL standards.

Electrical Requirements ( ) 20 AMP Circuit(s) @ 120v

PRIMARY ELECTRIC BY OTHERS

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 1

ACCOUNT: City of Ft. Pierce
South 25th St & North of Winding Creek Lane
SALES REP: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

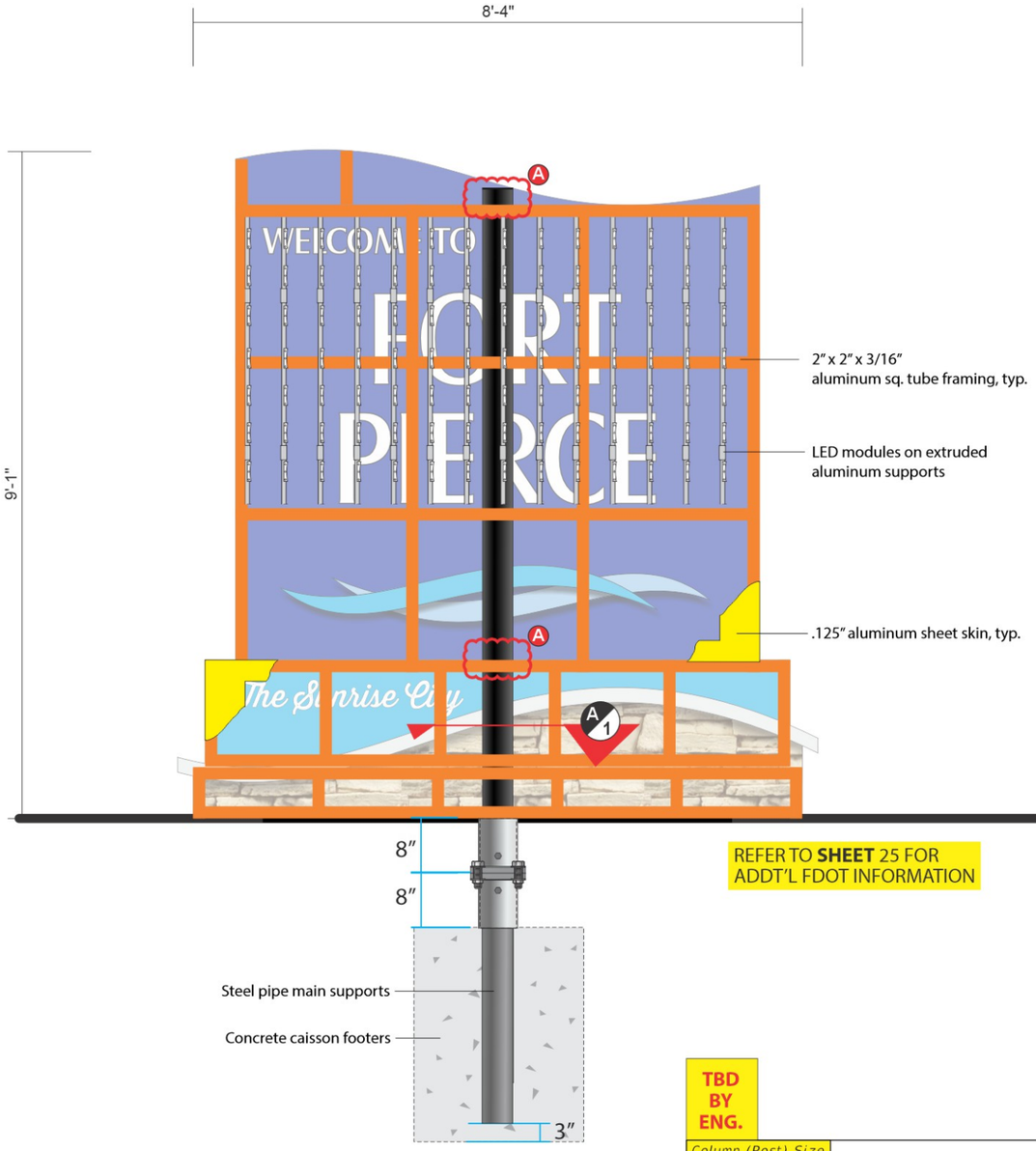
All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.

DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

A.2 ENGINEERING INFORMATION -FDOT BREAKAWAY

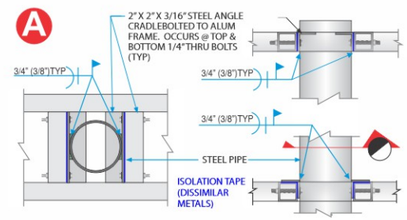


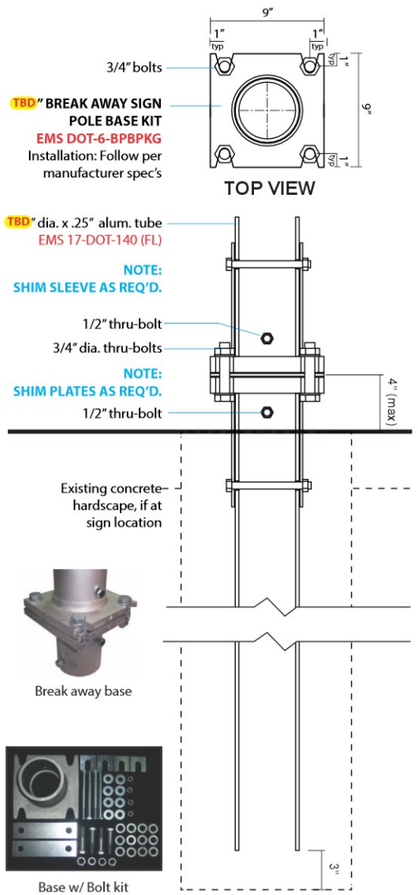
REFER TO **SHEET** 25 FOR ADDT'L FDOT INFORMATION

TBD BY ENG.

Column (Post) Size		SLIP BASE DETAILS											
Outside Dia.	Wall Thickness	Sleeve I.D. (Max.)	Sleeve Height 'H'	Weld 'W'	Base Plate 'L'	Base Plate 'T'	Radius 'R'	Base Bolt Size	Base Bolt Length	Base Plate Torque ft-lbs	Base Plate Torque in.-lbs	Hole Size 'D'	SHIM L	SHIM M
4"	1/4"	4 1/16"	6"	1/4"	8"	3/4"	11 1/32"	5/8"	3"	29	345	1 1/16"	1 3/8"	1 1/16"
4 1/2"	1/4"	4 9/16"	6"	1/4"	8"	7/8"	11 1/32"	5/8"	3 1/4"	29	345	1 1/16"	1 3/8"	1 1/16"
5"	1/4"	5 1/16"	7"	1/4"	8"	7/8"	11 1/32"	5/8"	3 1/4"	29	345	1 1/16"	1 3/8"	1 1/16"
6"	1/4"	6 1/16"	8"	1/4"	9"	1"	13 1/32"	3/4"	3 1/2"	46	554	1 3/16"	1 3/4"	1 3/16"
8"	1/4"	8 1/16"	10"	1/4"	11"	1"	15 1/32"	7/8"	3 3/4"	53	640	1 5/16"	2 3/8"	1 1/16"

PIPE CRADLE DETAIL:





A1 **BREAK AWAY BASE SECTION**

TBD

(Approx) Scale: 1" = 1'

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS

R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt
☐ 277 Volt

SHEET 2

ACCOUNT: City of Ft. Pierce

South 25th St & North of Winding Creek Lane

SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 2





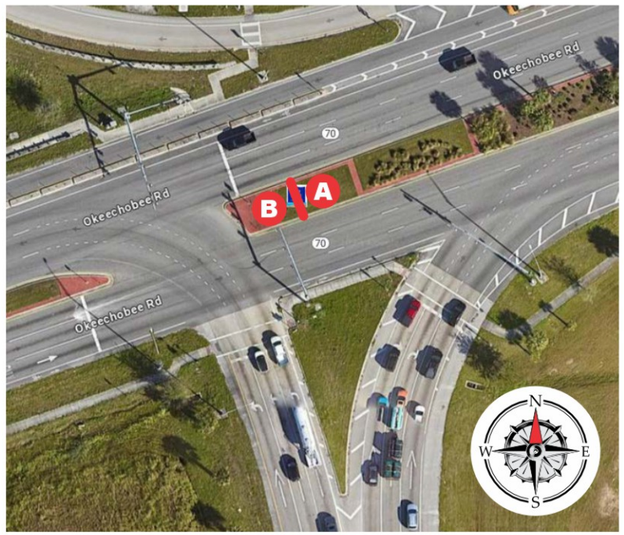








Sign Type	Location	Median Width	Design Speed
	State Road 70 (Okeechobee rd) at the I-195 Exit	23 FT	45 mph



NOTES:

-4' measurement is measured from the face of the curb to the sign base and is a minimum required setback

-Landscaping by others

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials
R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt
☐ 277 Volt

SHEET 3

ACCOUNT: City of Ft. Pierce
STREET: XXXX
CITY: XXXX
STATE: FL
SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

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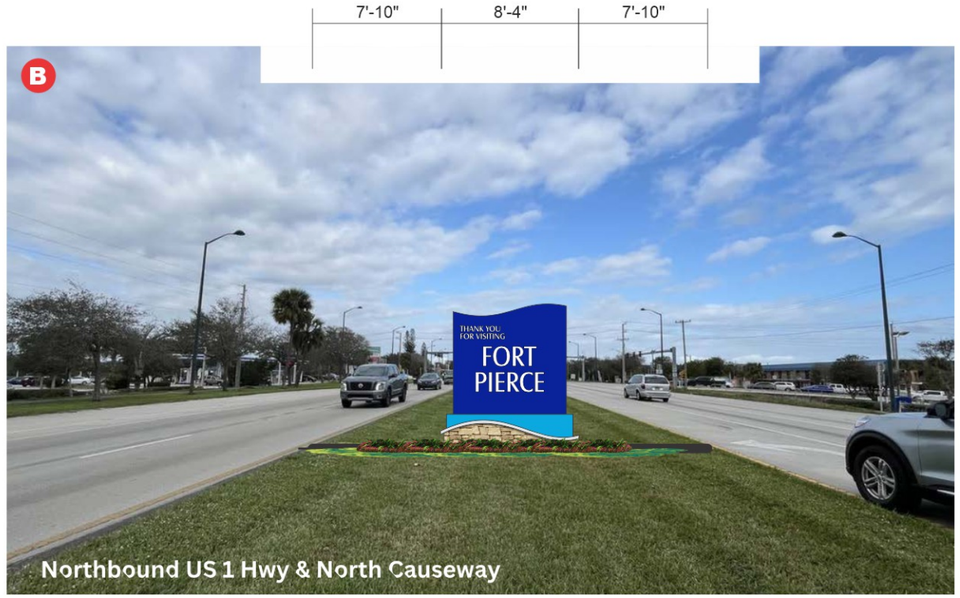
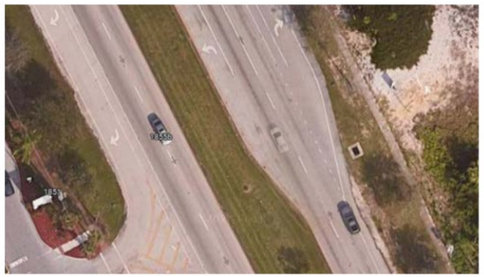
GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 3







Sign Type	Location	Median Width	Design Speed
	State Road 5 (US Hwy 1) South of N. Causeway bridge	24 FT	45 mph







NOTES:

-4' measurement is measured from the face of the curb to the sign base and is a minimum required setback

-Landscaping by others

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS

R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt
☐ 277 Volt

SHEET 4

ACCOUNT: City of Ft. Pierce

US Hwy 1 & North Causeway

SALES REP: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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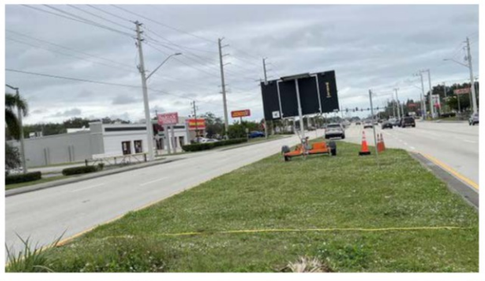
GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 5











Sign Type	Location	Median Width	Design Speed
	State Road 5 (US Highway 1) East of Midway Rd	22 FT	45 mph



NOTES:

-4' measurement is measured from the face of the curb to the sign base and is a minimum required setback

-Landscaping by others

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12

DATE: 04-30-24

DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS

R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt

☐ 277 Volt

SHEET 5

ACCOUNT: City of Ft. Pierce

US Hwy 1 East of Midway Rd

SALES REP: Frank B, Gary B

SCALE: As Noted

FILE NAME:

PROGRAM: CorelDRAW

FONTS USED:

CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

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GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 6





Sign Type	Location	Median Width	Design Speed
	State Road A1A (S. Ocean Drive) South of Blue Heron Blvd	31 FT	35 mph





NOTES:
-LANDSCAPING BY OTHERS
-18' MIN. SETBACK FROM RD

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials
R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
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All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 6

ACCOUNT: City of Ft. Pierce

South Ocean Drive (South of Pie Hole)

SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

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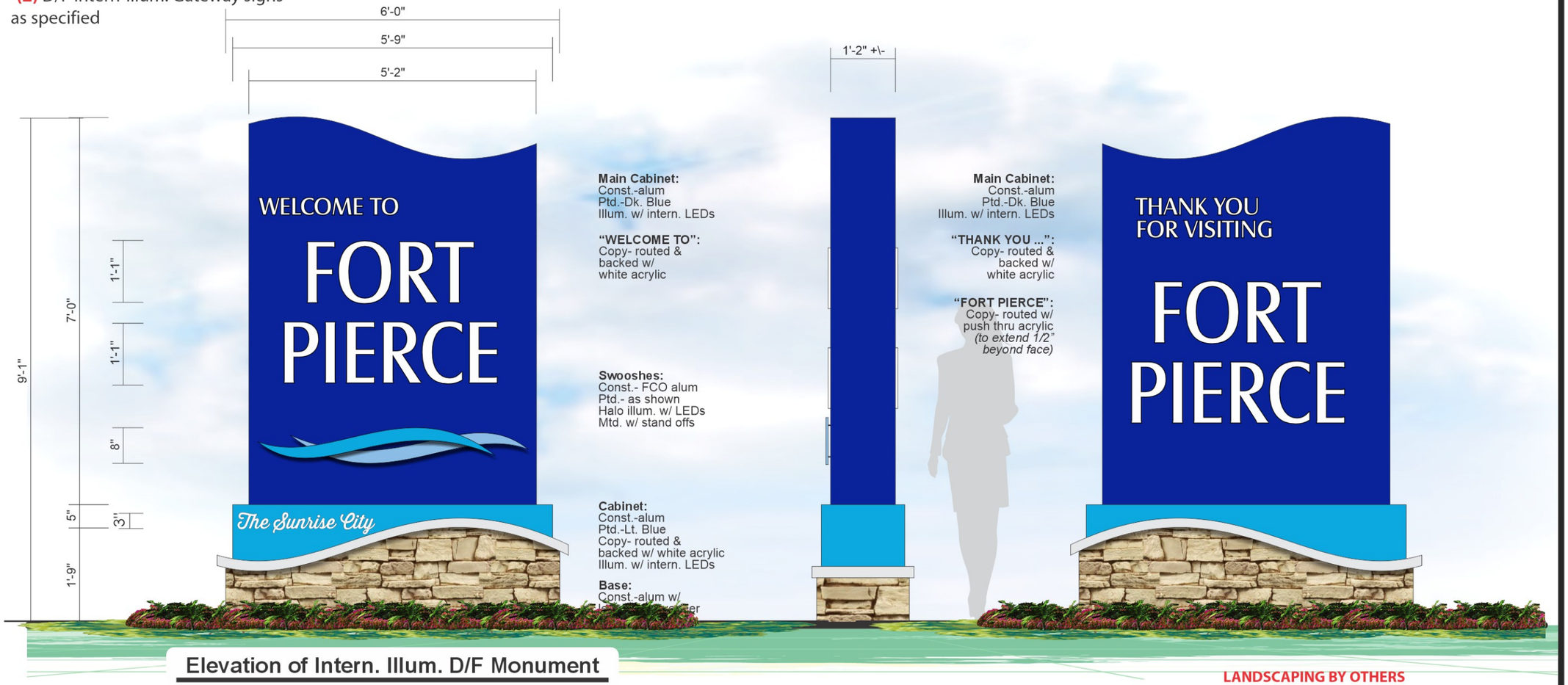
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

GATEWAY MONUMENT W/ FDOT BREAKAWAY

Scope of Work:

Don Bell Signs to fabricate & install:
-**(2)** D/F intern-illum. Gateway signs as specified



Elevation of Intern. Illum. D/F Monument

COLOR SCHEDULE

Dk Blue	Lt Blue	PMS 631
PMS Dark Blue	PMS 632	

Note: *The color on your computer screen or printer output may vary. Please consult the specifications in this drawing and proper color guide for accurate color depiction.*

All signage to be installed in compliance with National Electrical Code - NEC 2017

All signage to be constructed and installed according to ETL standards.

Electrical Requirements ( ) 20 AMP Circuit(s) @ 120v

PRIMARY ELECTRIC BY OTHERS

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
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ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 7

ACCOUNT: City of Ft. Pierce

Orange Ave West of Jenkins Rd

SALES REP: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

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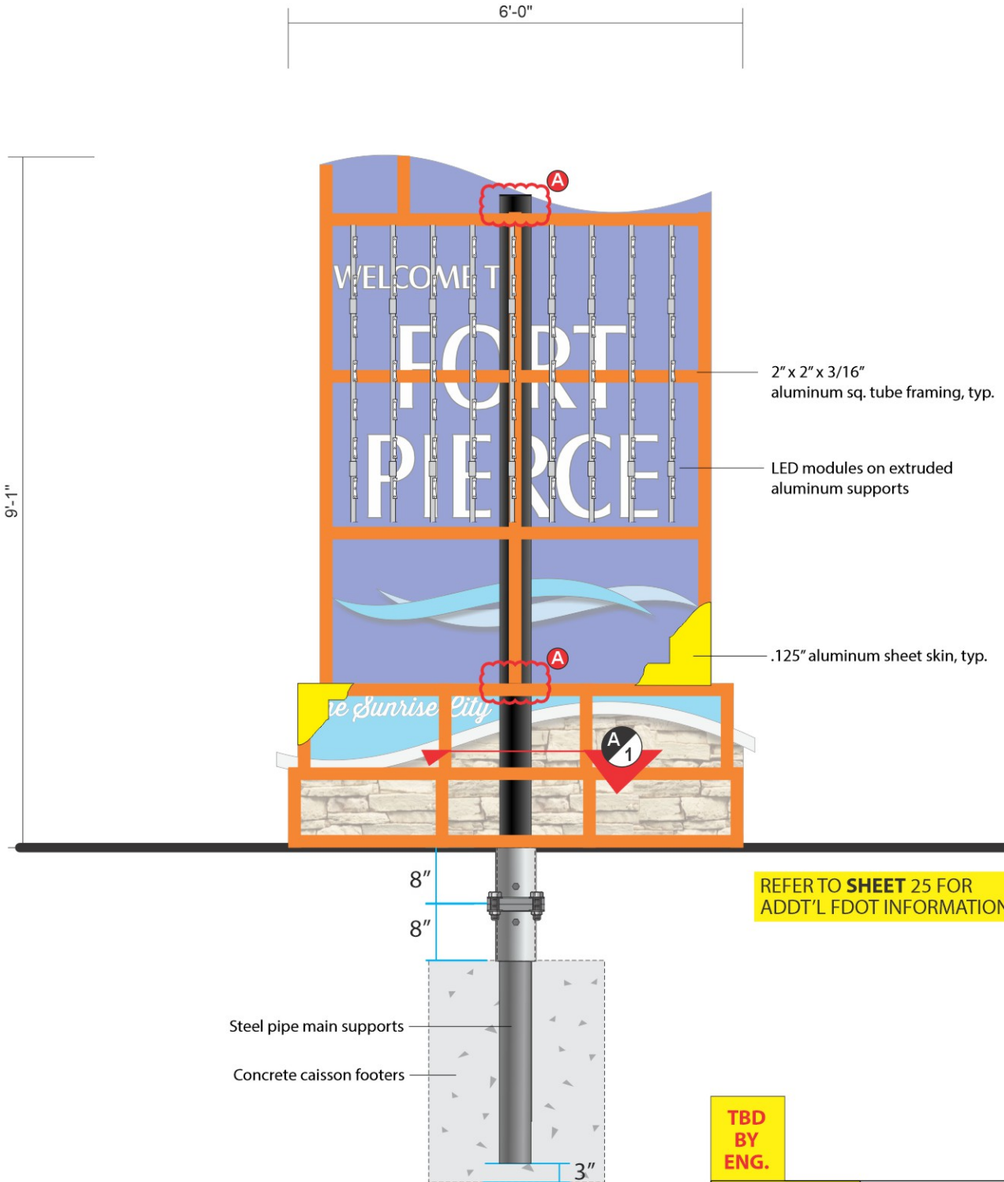
800-824-0080

ENGINEERING INFORMATION -FDOT BREAKAWAY

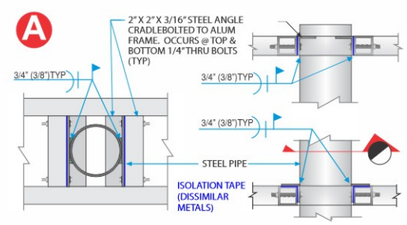


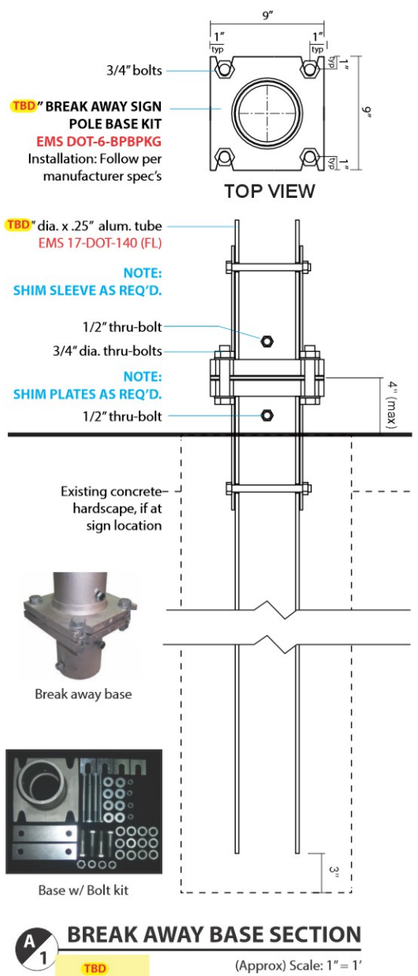
REFER TO **SHEET** 25 FOR ADDT'L FDOT INFORMATION

TBD BY ENG.

Column (Post) Size		SLIP BASE DETAILS												
Outside Dia.	Wall Thickness	Sleeve I.D. (Max.)	Sleeve Height 'H'	Weld 'W'	Base Plate 'L'	Base Plate 'T'	Radius 'R'	Base Bolt Size	Base Bolt Length	Base Plate Torque ft-lbs	Base Plate Torque in.-lbs	Hole Size 'D'	SHIM L	SHIM M
4"	1/4"	4 1/16"	6"	1/4"	8"	3/4"	11/32"	5/8"	3"	29	345	11/16"	1 3/8"	1 1/16"
4 1/2"	1/4"	4 9/16"	6"	1/4"	8"	7/8"	11/32"	5/8"	3 1/4"	29	345	11/16"	1 3/8"	1 1/16"
5"	1/4"	5 1/16"	7"	1/4"	8"	7/8"	11/32"	5/8"	3 1/4"	29	345	11/16"	1 3/8"	1 1/16"
6"	1/4"	6 1/16"	8"	1/4"	9"	1"	13/32"	3/4"	3 1/2"	46	554	13/16"	1 3/4"	1 13/16"
8"	1/4"	8 1/16"	10"	1/4"	11"	1"	15/32"	7/8"	3 3/4"	53	640	15/16"	2 3/8"	1 11/16"

PIPE CRADLE DETAIL:





A1 BREAK AWAY BASE SECTION TBD

(Approx) Scale: 1" = 1'

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

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R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
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All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt
☐ 277 Volt

SHEET 8

ACCOUNT: City of Ft. Pierce

Orange Ave West of Jenkins Rd

SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

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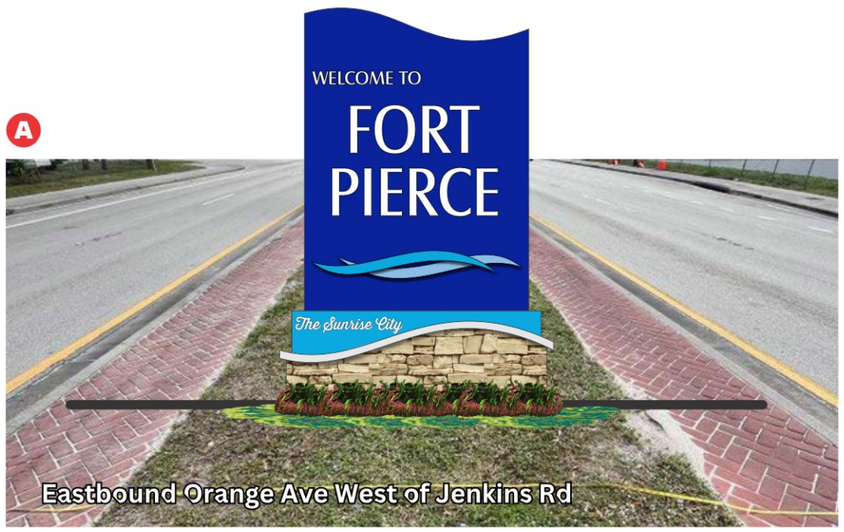
A.7 GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 7











Sign Type	Location	Median Width	Design Speed
	State Road 68 (Orange Ave) West of Jenkins Rd.	16 FT	45 mph
		9ft grass strip	



NOTES:

-4' measurement is measured from the face of the curb to the sign base and is a minimum required setback

-Landscaping by others

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

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UL 48 Listed Signage
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All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 9

ACCOUNT: City of Ft. Pierce

Orange Ave West of Jenkins Rd

SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

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All penetrations to have bushings

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GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 8







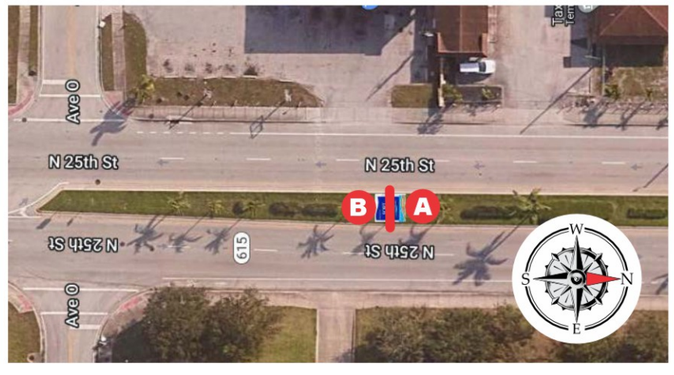






Sign Type	Location	Median Width	Design Speed
	State Road 615 (N. 25th Street) South of Avenue O	14 FT	35 mph





NOTES:

-4' measurement is measured from the face of the curb to the sign base and is a minimum required setback

-Landscaping by others

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
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R12-ADJUSTED AS PER CITY/PERMITTING NOTES

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UL 48 Listed Signage
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ACCOUNT #115459

☐ 120 Volt
☐ 277 Volt

SHEET 10

ACCOUNT
City of Ft. Pierce

North 25th St & Ave O

SALES REP: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

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All penetrations to have bushings

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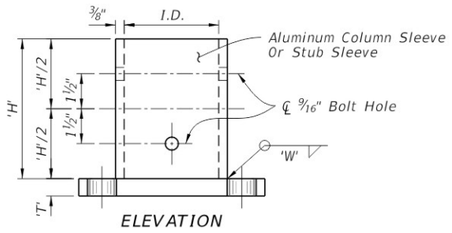
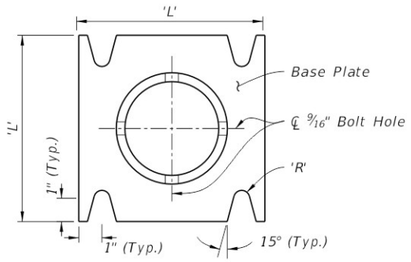
FDOT Breakaway Base

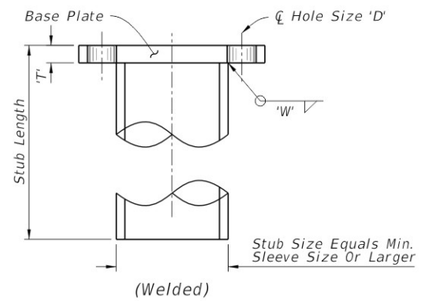


ELEVATION

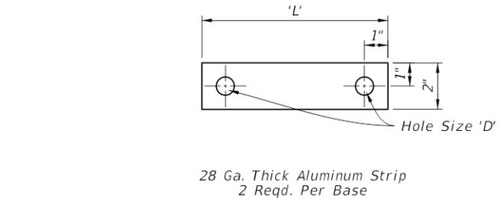


PLAN
(Welded Or Sandcast)

STUB/SLEEVE & BASE PLATE DETAILS

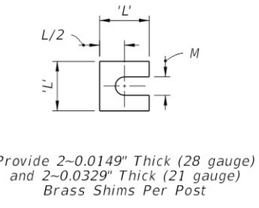


(Welded)



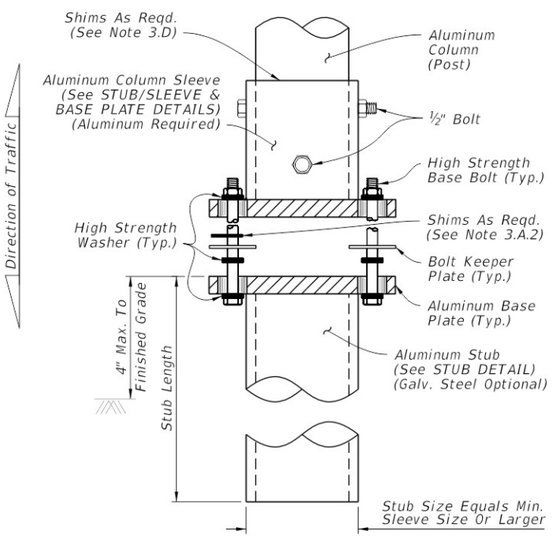
28 Ga. Thick Aluminum Strip
2 Reqd. Per Base

BOLT KEEPER PLATE DETAIL

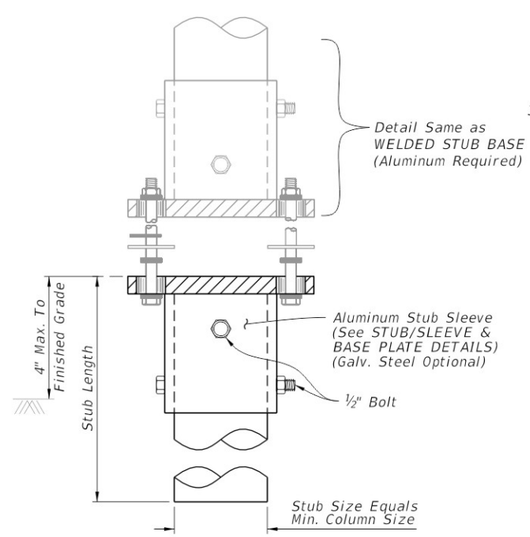


Provide 2~0.0149" Thick (28 gauge)
and 2~0.0329" Thick (21 gauge)
Brass Shims Per Post

SHIM DETAIL



WELDED STUB BASE



BOLTED STUB/SLEEVE BASE

NOTES:

1. Foundation Notes for Slip Base:

   A. See FOUNDATION TABLE on Sheet 3 for foundation embedment depth and stub length.

2. Slip Base Fabrication Notes:

   A. The difference between the O.D. of the post and I.D. of the Sleeve must be 1/16" or less.

   B. The WELDED STUB BASE and lower STUB/SLEEVE BASE PLATE may be fabricated using galvanized steel as an option to aluminum. The upper portion of the SLIP BASE must be aluminum.

   C. Either a Welded Stub Base or Bolted Stub/Sleeve Base may be used in Slip Base.

   D. For cast base plates bolted to foundation stubs, use a foundation stub the same size as the sign column (Post).

3. Slip-Base Assembly Instructions:

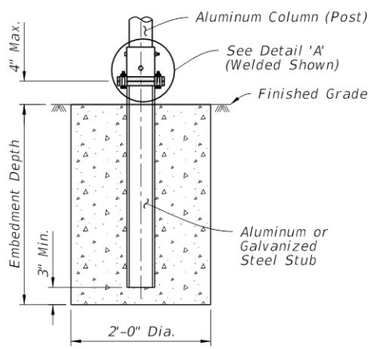
   A. Assemble the Slip Base as follows:
      1. Insert Post into Sleeve and connect using 2 ~ ½" diameter Sleeve Bolts.
      2. Assemble top base plate to bottom Base Plate using Base Bolts (High strength) with 3 washers per bolt. (See Detail 'A'):
         a. Place one washer on each Base Bolt between the bottom Base Plate and the Base Bolt head.
         b. Place the next washer between the Bottom Base Plate and the Bolt Keeper Plate.
         c. Use brass or galvanized steel shims to plumb the post.
         d. Add the top base plate section.
         e. Place the third washer between the Top Base Plate and the Nut.

   B. Orient the Bolt Keeper Plates in the Direction of Traffic.

   C. Tighten Base Bolts as follows:
      1. Tighten Base Bolts to the maximum possible with a 12" to 15" wrench (this will bed the washers and shims and clear the bolt threads).
      2. Loosen each Base Bolt one turn.
      3. Under the supervision of the Engineer, use a calibrated wrench to tighten bolts to the torque prescribed in the SLIP BASE DETAILS Table. Over tightened Base Bolts are not permitted.
      4. Distort bolt threads at the junction with nuts to prevent loosening. Repair damaged galvanizing.

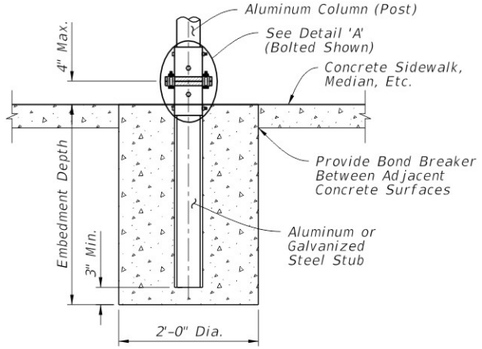
   D. Obtain a tight sleeve connection by placing 4 galvanized steel shims between the column (post) and sleeve. Space the shims evenly around the perimeter of the column (1 between each bolt hole, 4 total). Use shims that are 1" shorter than the height of the sleeve.

STUB DETAIL



SLIP BASE AND FOUNDATION DETAIL
(Non-Frangible Column, Typ.)

DETAIL 'A'



SLIP BASE AND FOUNDATION DETAIL IN CONCRETE
(Non-Frangible Column In Crossovers, Medians & Sidewalks)

SLIP BASE DETAILS

Column (Post) Size		SLIP BASE DETAILS											
Outside Dia.	Wall Thickness	Sleeve I.D. (Max.)	Sleeve Height 'H'	Weld 'W'	Base Plate 'L'	Base Plate 'T'	Radius 'R'	Base Bolt Size	Base Bolt Length	Base Plate Torque ft-lbs	Base Plate Torque in.-lbs	Hole Size 'D'	SHIM L	SHIM M
4"	1/4"	4 1/16"	6"	1/4"	8"	3/4"	11/32"	5/8"	3"	29	345	11/16"	1 3/8"	11/16"
4½"	1/4"	4 9/16"	6"	1/4"	8"	7/8"	11/32"	5/8"	3 1/4"	29	345	11/16"	1 3/8"	11/16"
5"	1/4"	5 1/16"	7"	1/4"	8"	7/8"	11/32"	5/8"	3 1/4"	29	345	11/16"	1 3/8"	11/16"
6"	1/4"	6 1/16"	8"	1/4"	9"	1"	13/32"	3/4"	3 1/2"	46	554	13/16"	1 3/4"	13/16"
8"	1/4"	8 1/16"	10"	1/4"	11"	1"	15/32"	7/8"	3 3/4"	53	640	15/16"	2 3/8"	1 1/16"

SLIP BASE AND FOUNDATION DETAILS

LAST REVISION	REVISION	DESCRIPTION:				
11/01/22			FDOT FY 2023-24 STANDARD PLANS	SINGLE COLUMN GROUND SIGNS	INDEX 700-010	SHEET 4 of 11

10/6/2022 2:35:21 PM

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials
R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 11

ACCOUNT: City of Ft. Pierce
STREET: XXXX
CITY: XXXX STATE: FL
SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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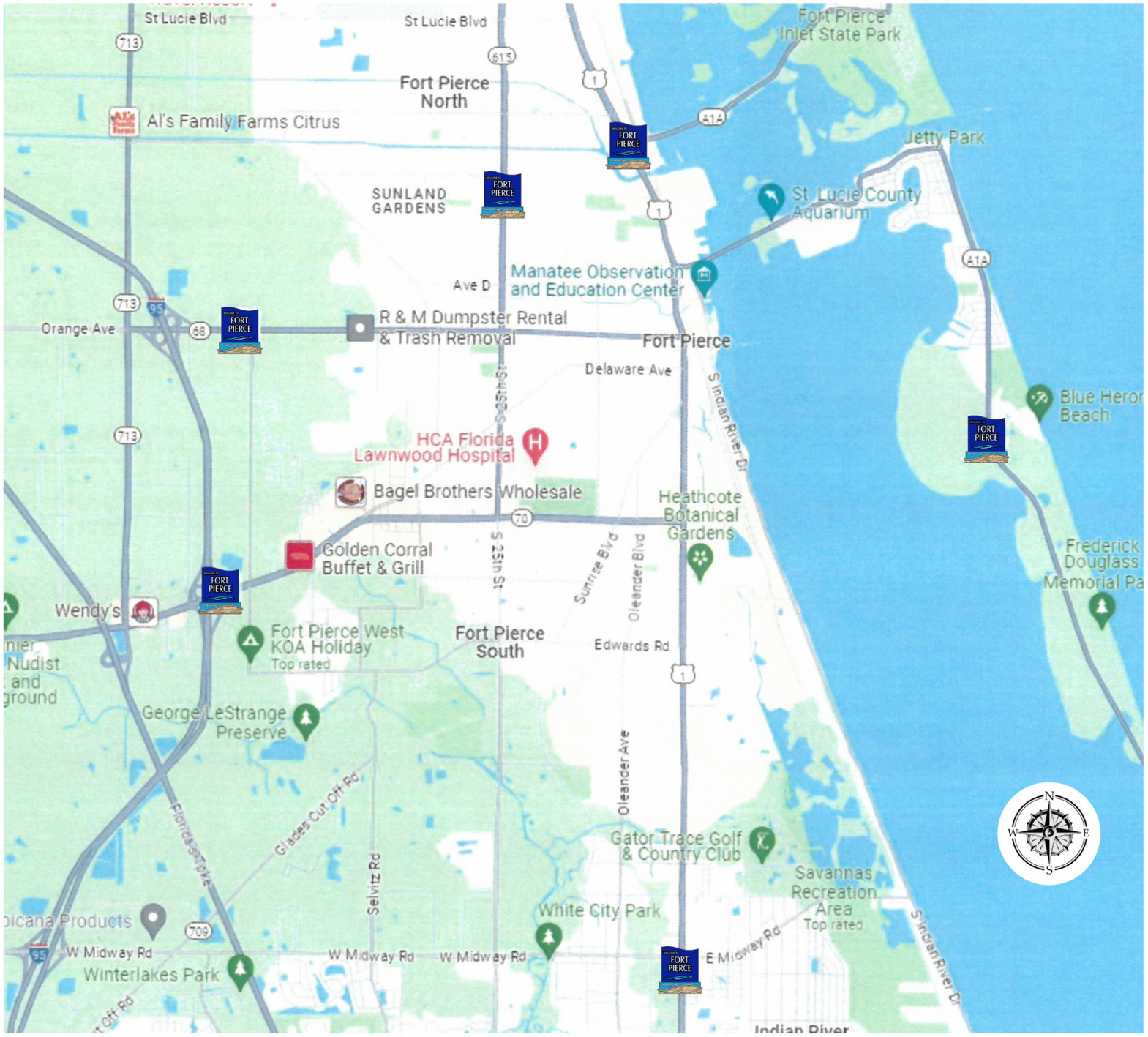
DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

A SITE PLAN - FDOT REQ'D



City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
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R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
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All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 12

ACCOUNT: City of Ft. Pierce
STREET: XXXX
CITY: XXXX STATE: FL
SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

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386-788-8084
800-824-0080

Section No. _____ CAFA No. _____

EXHIBIT “B”

SPECIAL PROVISIONS

N/A

Section No. _____ CAFA No. _____

EXHIBIT “C”

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

N/A

Section No. _____ CAFA No. _____

EXHIBIT “D”

AGENCY RESOLUTION

RESOLUTION NO. 24-RXX

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING THE DESIGN, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF LOCAL IDENTIFICATION MARKERS (GATEWAY SIGNS) ON RIGHTS-OF-WAY OWNED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AS OUTLINED IN THE COMMUNITY AESTHETIC FEATURE AGREEMENT ATTACHED; AUTHORIZING THE FORT PIERCE REDEVELOPMENT AGENCY TO FUND THE PROJECT; AUTHORIZING THE EXECUTION OF THE COMMUNITY AESTHETIC FEATURE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a comprehensive wayfinding program is considered key to a broad strategy that will accentuate the aesthetic qualities of Fort Pierce to attract visitors, support business owners, develop a sense of community pride, and increase connectivity within the city; and

WHEREAS, the Fort Pierce Redevelopment Agency issued a Request for Proposals on December 28, 2022, for the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the city; and

WHEREAS, on August 8, 2023, the Fort Pierce Redevelopment Agency Board approved the Service Agreement with Don Bell Signs, Inc. for the Comprehensive Wayfinding Signage Program in an amount not to exceed $499,739.00; and

WHEREAS, the Fort Pierce Redevelopment Agency has identified six (6) locations within Fort Pierce city limits to install local identification markers (gateway signs) on rights-of-way owned by the Florida Department of Transportation; and

WHEREAS, the Fort Pierce Redevelopment Agency approves the placement of gateway signs on rights-of-way owned by the Florida Department of Transportation at the following locations:

(1) State Road 70 (Okeechobee Road) West of Jenkins Road;
(2) State Road 68 (Orange Avenue) West of Jenkins Road;
(3) State Road 5 (US Highway 1) South of North Causeway Bridge;
(4) State Road 5 (US Highway 1) South of Midway Road;
(5) State Road A1A South of Blue Heron Boulevard; and
(6) State Road 615 (25th Street) South of Avenue O; and

WHEREAS, the Fort Pierce Redevelopment Agency agrees to fund all costs for the design, installation, and maintenance of the gateway signs on rights-of-way owned by the Florida Department of Transportation; and

WHEREAS, in order to install the gateway signs on the rights-of-way, the Florida Department of Transportation requires the execution of the Community Aesthetic Feature Agreement (attached); and

WHEREAS, the Community Aesthetic Feature Agreement requires that the Fort Pierce Redevelopment Agency pass a Resolution agreeing to the project and agreeing to fund all costs for the project described in Exhibit “A” to the Agreement; and

WHEREAS, a copy of this Resolution is required to be attached as “Exhibit D” to the Community Aesthetic Feature Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

1. The aforementioned recitals in the whereas clauses are true and correct and are hereby incorporated in this Resolution.

2. The Fort Pierce Redevelopment Agency Board approves the project consisting of the design, construction, installation, and maintenance of local identification markers (gateway signs) on rights-of-way owned by the Florida Department of Transportation as outlined in the Community Aesthetic Feature Agreement.

3. The Fort Pierce Redevelopment Agency authorizes and agrees to fund the design, construction, installation, and maintenance of local identification markers (gateway signs) on rights-of-way owned by the Florida Department of Transportation as outlined in the Community Aesthetic Feature Agreement.

4. The Fort Pierce Redevelopment Agency is authorized to execute the Community Aesthetic Feature Agreement (attached).

5. The Director of the Fort Pierce Redevelopment Agency is hereby authorized to take all steps necessary to effectuate this Resolution.

6. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2024

_____
Linda Hudson, Chair
Fort Pierce Redevelopment Agency

ATTEST:

_____
Linda Cox, Agency Secretary

(SEAL)

Approved as to Form and Correctness:

_____
Sara Hedges, Agency Attorney

Section No. _____ CAFA No. _____

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Fort Pierce Redevelopment Agency

PROJECT DESCRIPTION: The project involves the design, construction, installation and maintenance of 6 Gateway signs at designated locations on FDOT rights-of-way. The signs will serve as welcoming features and visually distinguish the entrances to the city.

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: Nick Mimms

Title: FPRA Director

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____

COMMUNITY AESTHETIC FEATURE AGREEMENT

State Road/Local Road _____ Section No. _____ CAFA No. _____

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and The Fort Pierce Redevelopement Agency ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has requested permission from the Department to install a [**CHOOSE ONE**: ☐Public Art, ☒Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road Varies, see Exhibit "A" at MP _____ in St. Lucie County, Florida ("Project").

B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through 2025, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within 1 year (365) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [**CHOOSE ONE**: ☐Public Art, ☒Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at 3400 West Commercial Blvd., Fort Lauderdale, FL 33309 . The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such plans and improvements satisfies the Department's requirements, and the Department expressly

disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, _____, at (_____) _____-_____ or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.

g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the responsible professional for the project, the form of which is attached to this

Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

Inspection of signage and sign base every 6 months.

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ _____. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to $2000.00.

District Maintenance Engineer,_____Date: _____.

n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT _____ PROGRAM MANAGER

_____

_____

Phone: _____

Fax: _____

Fort Pierce _____ COUNTY [OR CITY], FLORIDA

Fort Pierce Redevelopment Agency

Nick Mimms, P.E.

100 North US Highway 1, Fort Pierce FL 24950

Phone: 772-465-4170

Fax: _____

7. TERMINATION OF AGREEMENT. The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees

that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. _____ CAFA No. _____

AGENCY

FORT PIERCE REDEVELOPMENT AGENCY

_____

By: _____

Print Name: Linda Hudson

Title: Chair

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

_____

City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: _____

Print Name: _____

Title: _____

Date: _____

Legal Review:

_____

Section No. _____ CAFA No. _____

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

The project involves the design, construction, installation and maintenance of 6 Gateway signs at designated locations on FDOT medians within Fort Pierce. The signs will serve as welcoming features and visually distinguish the entrances to the city.

The locations include:

Location 2: SR 70/Okeechobee rd MP 21.413 (FDOT R/W)
Location 3: SR5/US1 MP 14.888 (FDOT R/W)
Location 5: SR5/US1 MP 8.137 (FDOT R/W)
Locaiton 6: SR A1A/South Ocean Dr. MP 12.931 (FDOT R/W)
Location 7: SR 68/Orange Ave. MP 18.1 (FDOT R/W)
Location 8: SR 615/N. 25th St. MP 3.6 (FDOT R/W)

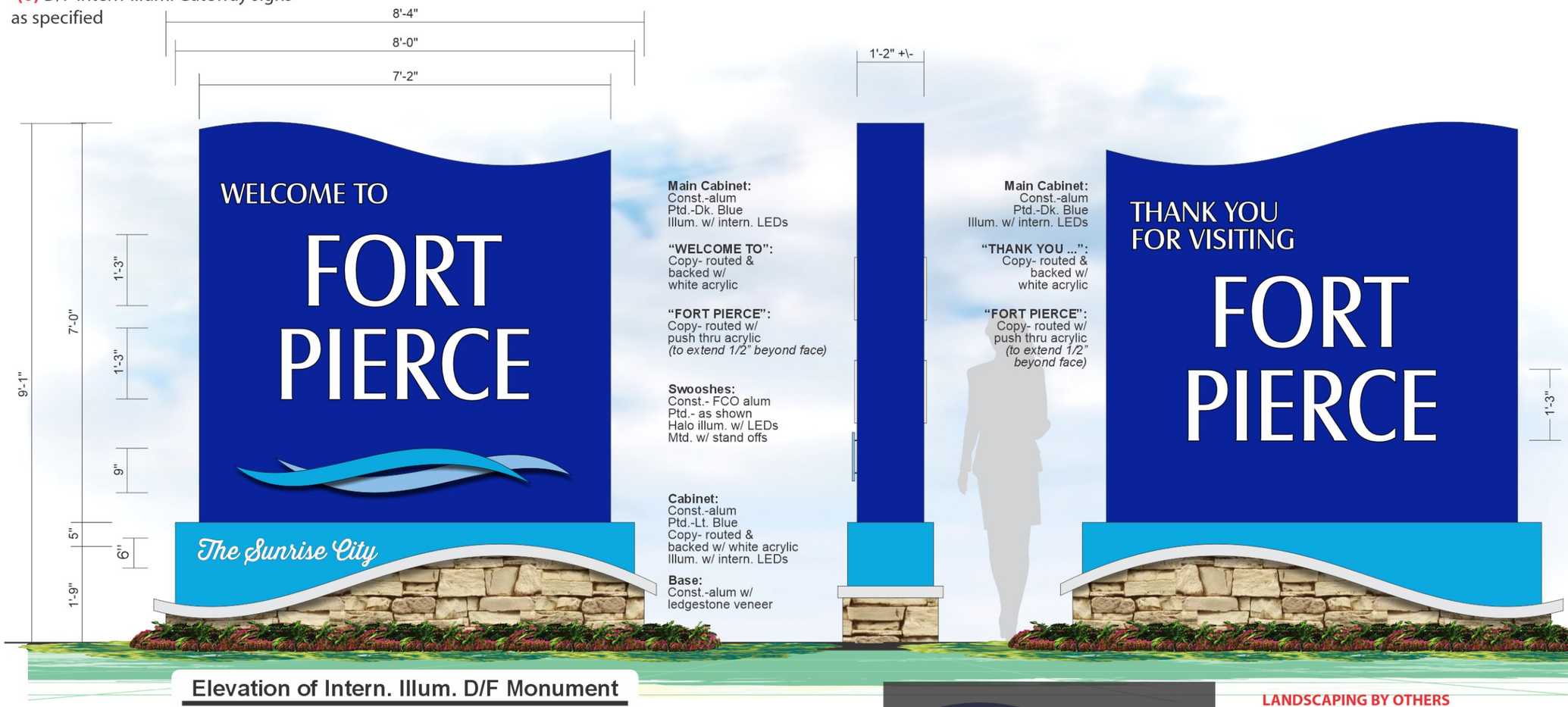
II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Don Bell Signs, Inc, P.E./R.L.A./Architect and dated 4/30/2024. Any revisions to these plans must be approved by the Department in writing.

A.2 GATEWAY MONUMENT W/ FDOT BREAKAWAY

Scope of Work:

Don Bell Signs to fabricate & install:
-**(6)** D/F intern-illum. Gateway signs as specified



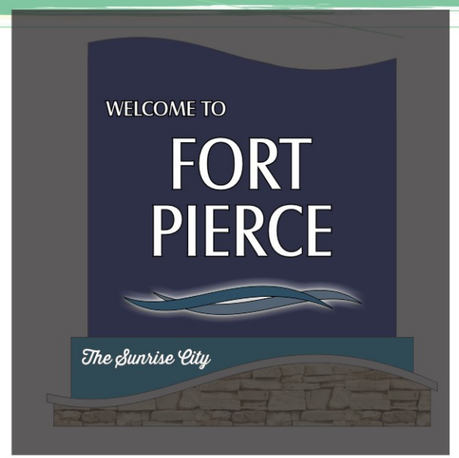
Elevation of Intern. Illum. D/F Monument

LANDSCAPING BY OTHERS

COLOR SCHEDULE

Dk Blue PMS Dark Blue	Lt Blue PMS 632	PMS 631

Note: *The color on your computer screen or printer output may vary. Please consult the specifications in this drawing and proper color guide for accurate color depiction.*



Simulated nightview: NTS

All signage to be installed in compliance with National Electrical Code - NEC 2017

All signage to be constructed and installed according to ETL standards.

Electrical Requirements ( ) 20 AMP Circuit(s) @ 120v

PRIMARY ELECTRIC BY OTHERS

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 1

ACCOUNT: City of Ft. Pierce
South 25th St & North of Winding Creek Lane
SALES REP: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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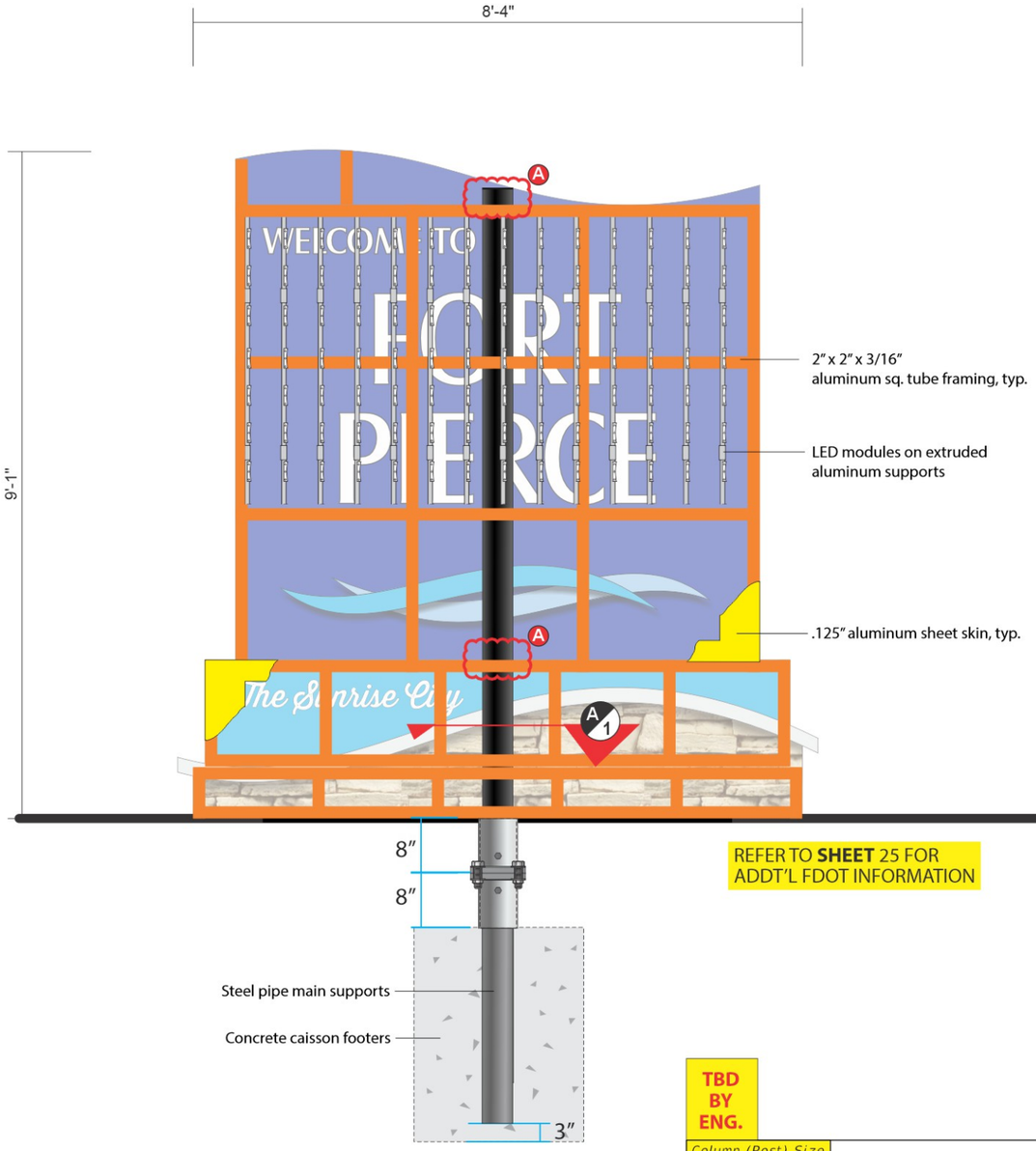
DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

A.2 ENGINEERING INFORMATION -FDOT BREAKAWAY

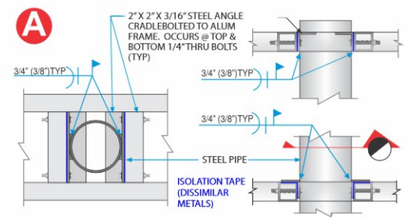


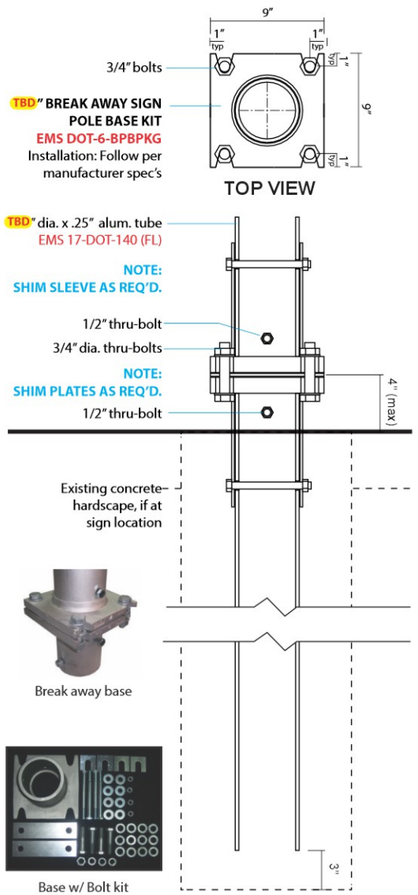
REFER TO **SHEET** 25 FOR ADDT'L FDOT INFORMATION

TBD BY ENG.

Column (Post) Size		SLIP BASE DETAILS											
Outside Dia.	Wall Thickness	Sleeve I.D. (Max.)	Sleeve Height 'H'	Weld 'W'	Base Plate 'L'	Base Plate 'T'	Radius 'R'	Base Bolt Size	Base Bolt Length	Base Plate Torque ft-lbs	Base Plate Torque in.-lbs	Hole Size 'D'	SHIM L	SHIM M
4"	1/4"	4 1/16"	6"	1/4"	8"	3/4"	11 1/32"	5/8"	3"	29	345	1 1/16"	1 3/8"	1 1/16"
4 1/2"	1/4"	4 9/16"	6"	1/4"	8"	7/8"	11 1/32"	5/8"	3 1/4"	29	345	1 1/16"	1 3/8"	1 1/16"
5"	1/4"	5 1/16"	7"	1/4"	8"	7/8"	11 1/32"	5/8"	3 1/4"	29	345	1 1/16"	1 3/8"	1 1/16"
6"	1/4"	6 1/16"	8"	1/4"	9"	1"	13 1/32"	3/4"	3 1/2"	46	554	1 3/16"	1 3/4"	1 3/16"
8"	1/4"	8 1/16"	10"	1/4"	11"	1"	15 1/32"	7/8"	3 3/4"	53	640	1 5/16"	2 3/8"	1 1/16"

PIPE CRADLE DETAIL:





A1 **BREAK AWAY BASE SECTION**

TBD

(Approx) Scale: 1" = 1'

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt
☐ 277 Volt

SHEET 2

ACCOUNT: City of Ft. Pierce

South 25th St & North of Winding Creek Lane

SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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PORT ORANGE, FL 32127
386-788-8084
800-824-0080

GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 2





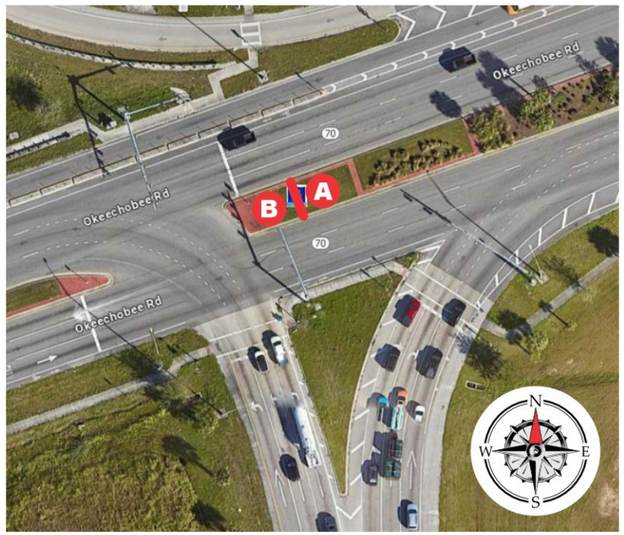








Sign Type	Location	Median Width	Design Speed
	State Road 70 (Okeechobee rd) at the I-195 Exit	23 FT	45 mph



NOTES:

-4' measurement is measured from the face of the curb to the sign base and is a minimum required setback

-Landscaping by others

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials
R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt
☐ 277 Volt

SHEET 3

ACCOUNT: City of Ft. Pierce
STREET: XXXX
CITY: XXXX
STATE: FL
SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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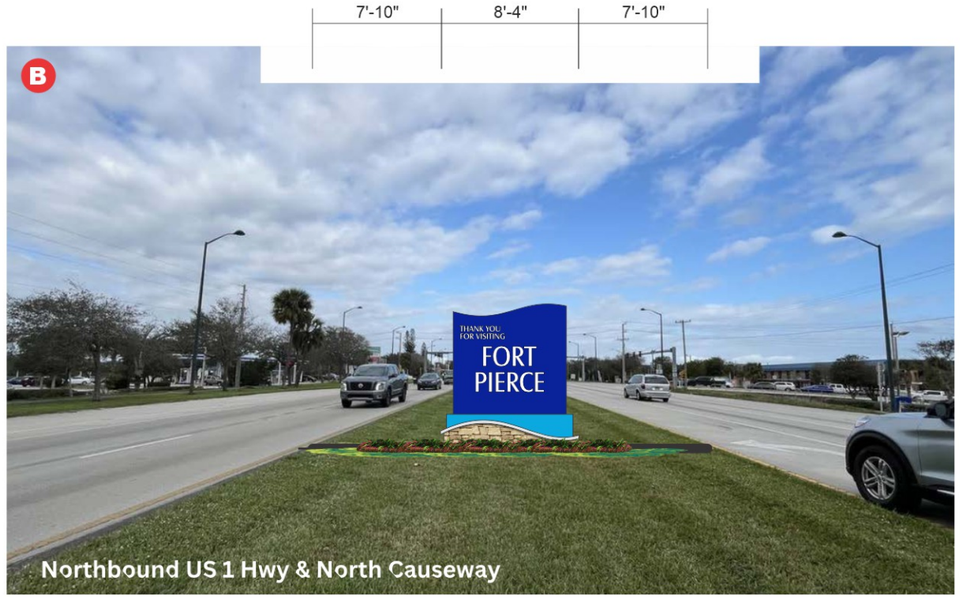
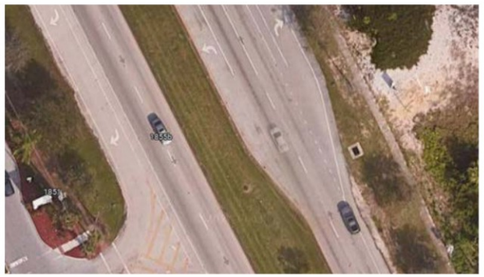
800-824-0080

GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 3







Sign Type	Location	Median Width	Design Speed
	State Road 5 (US Hwy 1) South of N. Causeway bridge	24 FT	45 mph







NOTES:

-4' measurement is measured from the face of the curb to the sign base and is a minimum required setback

-Landscaping by others

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS

R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt
☐ 277 Volt

SHEET 4

ACCOUNT: City of Ft. Pierce

US Hwy 1 & North Causeway

SALES REP: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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800-824-0080

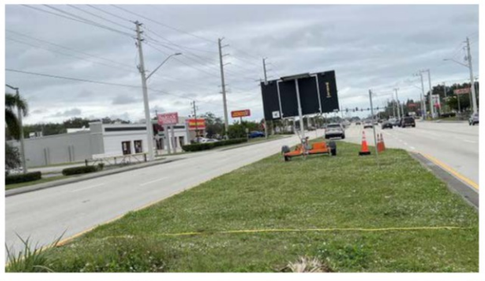
GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 5











Sign Type	Location	Median Width	Design Speed
	State Road 5 (US Highway 1) East of Midway Rd	22 FT	45 mph



NOTES:

-4' measurement is measured from the face of the curb to the sign base and is a minimum required setback

-Landscaping by others

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12

DATE: 04-30-24

DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS

R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt

☐ 277 Volt

SHEET 5

ACCOUNT: City of Ft. Pierce

US Hwy 1 East of Midway Rd

SALES REP: Frank B, Gary B

SCALE: As Noted

FILE NAME:

PROGRAM: CorelDRAW

FONTS USED:

CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

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PORT ORANGE, FL 32127
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800-824-0080

GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 6





Sign Type	Location	Median Width	Design Speed
	State Road A1A (S. Ocean Drive) South of Blue Heron Blvd	31 FT	35 mph





NOTES:
-LANDSCAPING BY OTHERS
-18' MIN. SETBACK FROM RD

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials
R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 6

ACCOUNT: City of Ft. Pierce

South Ocean Drive (South of Pie Hole)

SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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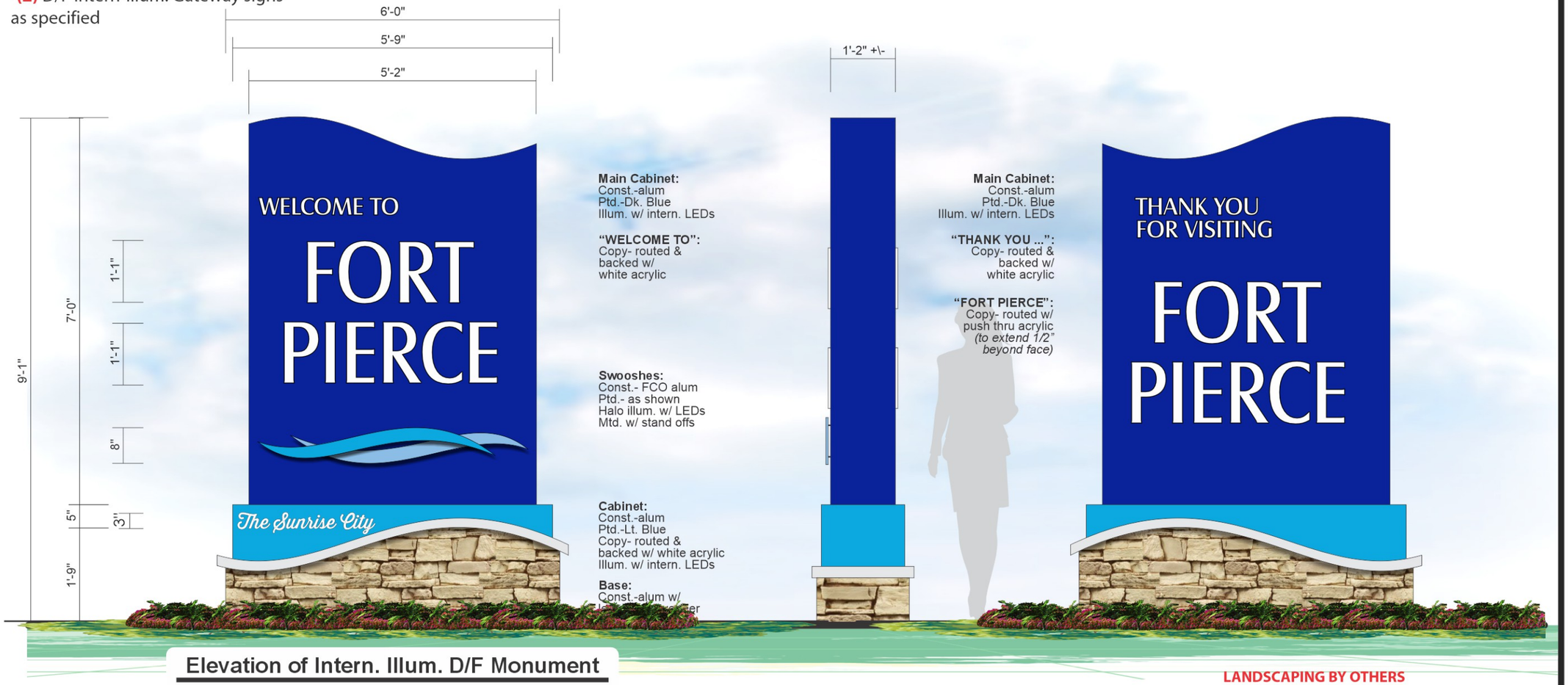
DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

GATEWAY MONUMENT W/ FDOT BREAKAWAY

Scope of Work:

Don Bell Signs to fabricate & install:
-**(2)** D/F intern-illum. Gateway signs as specified



Elevation of Intern. Illum. D/F Monument

COLOR SCHEDULE

Dk Blue	Lt Blue	PMS 631
PMS Dark Blue	PMS 632	

Note: *The color on your computer screen or printer output may vary. Please consult the specifications in this drawing and proper color guide for accurate color depiction.*

All signage to be installed in compliance with National Electrical Code - NEC 2017

All signage to be constructed and installed according to ETL standards.

Electrical Requirements ( ) 20 AMP Circuit(s) @ 120v

PRIMARY ELECTRIC BY OTHERS

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 7

ACCOUNT: City of Ft. Pierce

Orange Ave West of Jenkins Rd

SALES REP: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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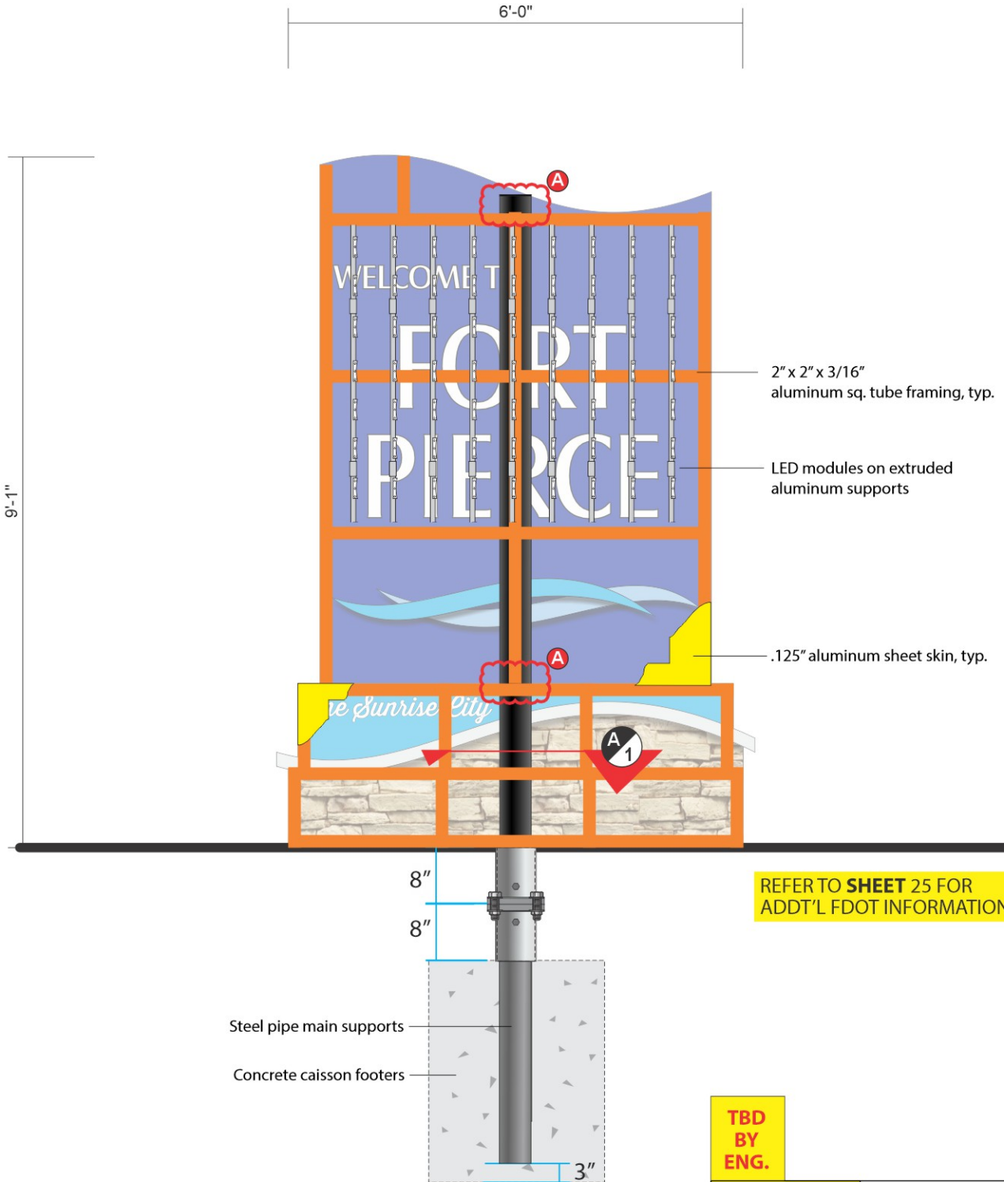
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

ENGINEERING INFORMATION -FDOT BREAKAWAY

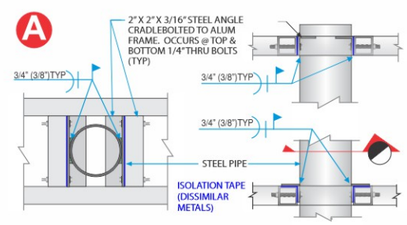


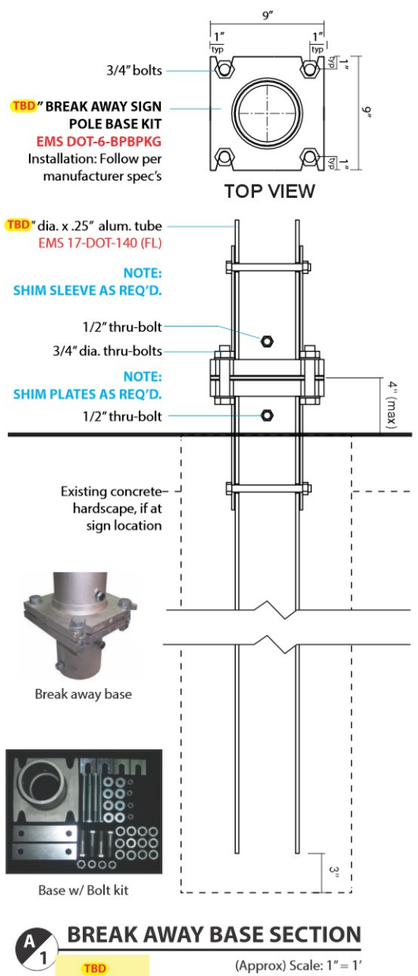
REFER TO **SHEET** 25 FOR ADDT'L FDOT INFORMATION

TBD BY ENG.

Column (Post) Size		SLIP BASE DETAILS												
Outside Dia.	Wall Thickness	Sleeve I.D. (Max.)	Sleeve Height 'H'	Weld 'W'	Base Plate 'L'	Base Plate 'T'	Radius 'R'	Base Bolt Size	Base Bolt Length	Base Plate Torque ft-lbs	Base Plate Torque in.-lbs	Hole Size 'D'	SHIM L	SHIM M
4"	1/4"	4 1/16"	6"	1/4"	8"	3/4"	11/32"	5/8"	3"	29	345	11/16"	1 3/8"	1 1/16"
4 1/2"	1/4"	4 9/16"	6"	1/4"	8"	7/8"	11/32"	5/8"	3 1/4"	29	345	11/16"	1 3/8"	1 1/16"
5"	1/4"	5 1/16"	7"	1/4"	8"	7/8"	11/32"	5/8"	3 1/4"	29	345	11/16"	1 3/8"	1 1/16"
6"	1/4"	6 1/16"	8"	1/4"	9"	1"	13/32"	3/4"	3 1/2"	46	554	13/16"	1 3/4"	1 13/16"
8"	1/4"	8 1/16"	10"	1/4"	11"	1"	15/32"	7/8"	3 3/4"	53	640	15/16"	2 3/8"	1 11/16"

PIPE CRADLE DETAIL:





A1 BREAK AWAY BASE SECTION TBD

(Approx) Scale: 1" = 1'

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt
☐ 277 Volt

SHEET 8

ACCOUNT: City of Ft. Pierce

Orange Ave West of Jenkins Rd

SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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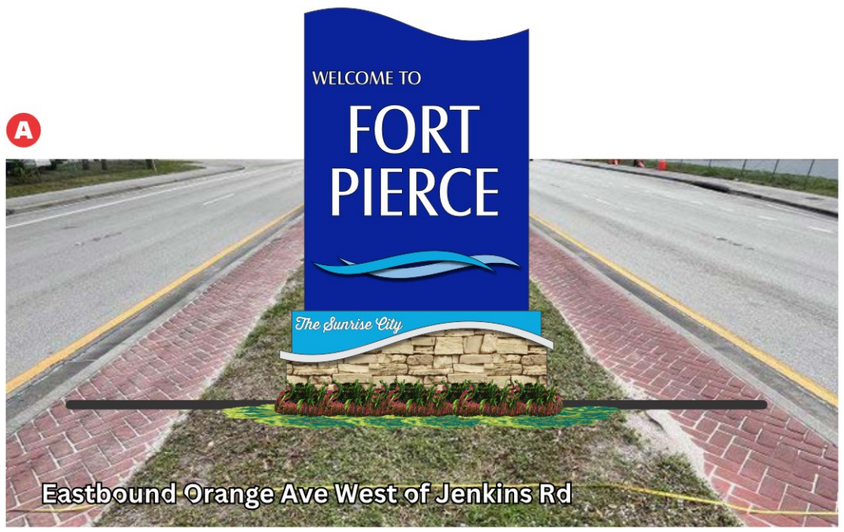
800-824-0080

A.7 GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 7











Sign Type	Location	Median Width	Design Speed
	State Road 68 (Orange Ave) West of Jenkins Rd.	16 FT	45 mph
		9ft grass strip	



NOTES:

-4' measurement is measured from the face of the curb to the sign base and is a minimum required setback

-Landscaping by others

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 9

ACCOUNT: City of Ft. Pierce

Orange Ave West of Jenkins Rd

SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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800-824-0080

GATEWAY MONUMENT -INSTALL LOCATION

LOCATION 8







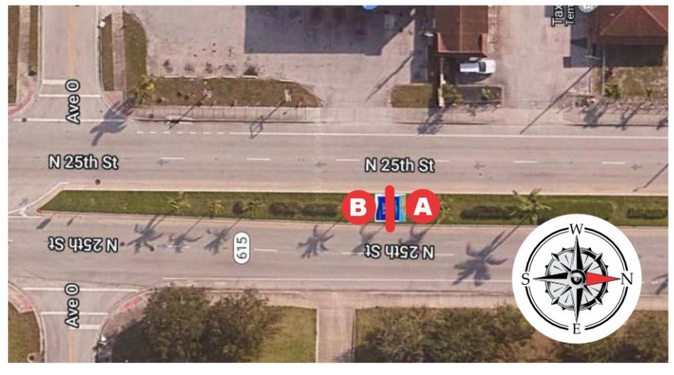






Sign Type	Location	Median Width	Design Speed
	State Road 615 (N. 25th Street) South of Avenue O	14 FT	35 mph





NOTES:

-4' measurement is measured from the face of the curb to the sign base and is a minimum required setback

-Landscaping by others

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials

R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS

R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt
☐ 277 Volt

SHEET 10

ACCOUNT
City of Ft. Pierce

North 25th St & Ave O

SALES REP: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

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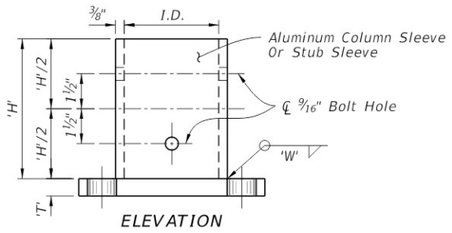
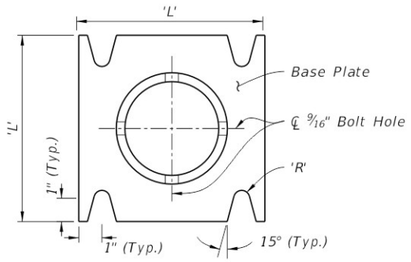
FDOT Breakaway Base

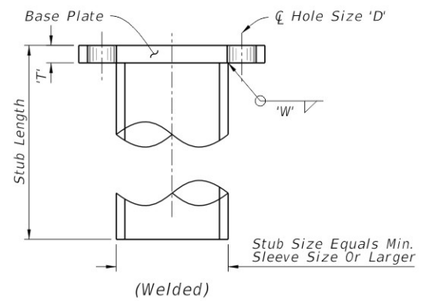


ELEVATION

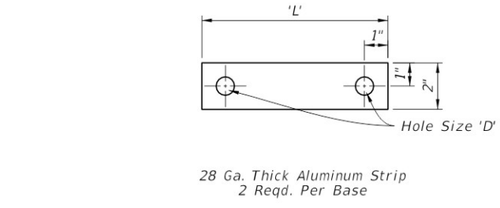


PLAN
(Welded Or Sandcast)

STUB/SLEEVE & BASE PLATE DETAILS

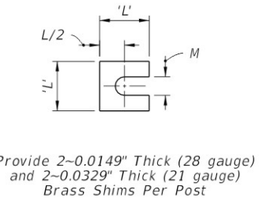


(Welded)



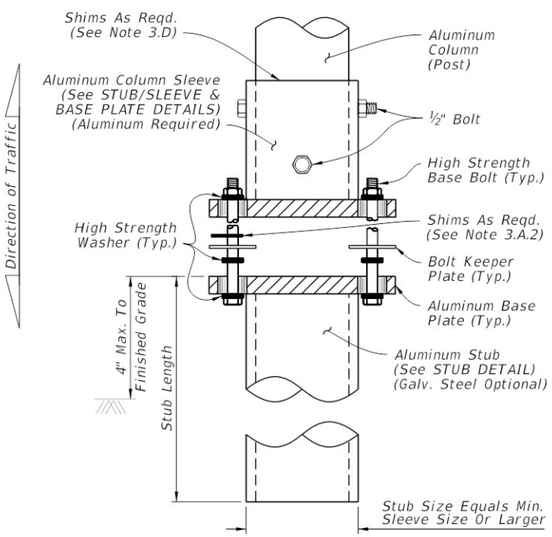
28 Ga. Thick Aluminum Strip
2 Reqd. Per Base

BOLT KEEPER PLATE DETAIL

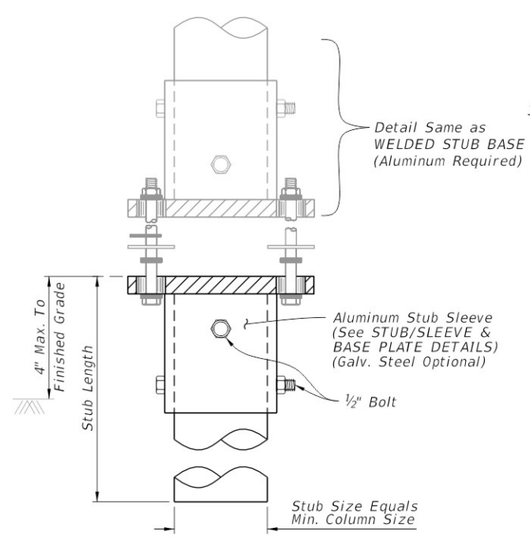


Provide 2~0.0149" Thick (28 gauge)
and 2~0.0329" Thick (21 gauge)
Brass Shims Per Post

SHIM DETAIL



WELDED STUB BASE



BOLTED STUB/SLEEVE BASE

NOTES:

1. Foundation Notes for Slip Base:

   A. See FOUNDATION TABLE on Sheet 3 for foundation embedment depth and stub length.

2. Slip Base Fabrication Notes:

   A. The difference between the O.D. of the post and I.D. of the Sleeve must be 1/16" or less.

   B. The WELDED STUB BASE and lower STUB/SLEEVE BASE PLATE may be fabricated using galvanized steel as an option to aluminum. The upper portion of the SLIP BASE must be aluminum.

   C. Either a Welded Stub Base or Bolted Stub/Sleeve Base may be used in Slip Base.

   D. For cast base plates bolted to foundation stubs, use a foundation stub the same size as the sign column (Post).

3. Slip-Base Assembly Instructions:

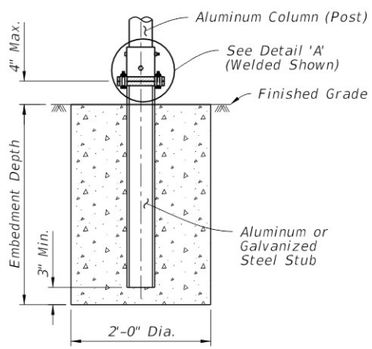
   A. Assemble the Slip Base as follows:
      1. Insert Post into Sleeve and connect using 2 ~ ½" diameter Sleeve Bolts.
      2. Assemble top base plate to bottom Base Plate using Base Bolts (High strength) with 3 washers per bolt. (See Detail 'A'):
         a. Place one washer on each Base Bolt between the bottom Base Plate and the Base Bolt head.
         b. Place the next washer between the Bottom Base Plate and the Bolt Keeper Plate.
         c. Use brass or galvanized steel shims to plumb the post.
         d. Add the top base plate section.
         e. Place the third washer between the Top Base Plate and the Nut.

   B. Orient the Bolt Keeper Plates in the Direction of Traffic.

   C. Tighten Base Bolts as follows:
      1. Tighten Base Bolts to the maximum possible with a 12" to 15" wrench (this will bed the washers and shims and clear the bolt threads).
      2. Loosen each Base Bolt one turn.
      3. Under the supervision of the Engineer, use a calibrated wrench to tighten bolts to the torque prescribed in the SLIP BASE DETAILS Table. Over tightened Base Bolts are not permitted.
      4. Distort bolt threads at the junction with nuts to prevent loosening. Repair damaged galvanizing.

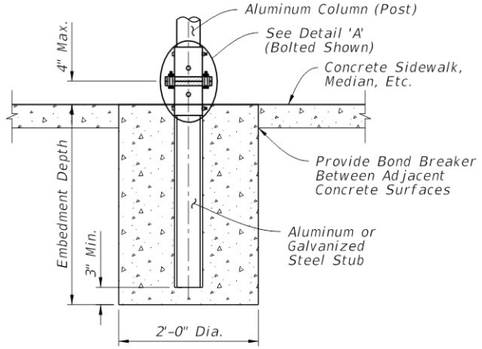
   D. Obtain a tight sleeve connection by placing 4 galvanized steel shims between the column (post) and sleeve. Space the shims evenly around the perimeter of the column (1 between each bolt hole, 4 total). Use shims that are 1" shorter than the height of the sleeve.

STUB DETAIL



SLIP BASE AND FOUNDATION DETAIL
(Non-Frangible Column, Typ.)

DETAIL 'A'



SLIP BASE AND FOUNDATION DETAIL IN CONCRETE
(Non-Frangible Column In Crossovers, Medians & Sidewalks)

SLIP BASE DETAILS

Column (Post) Size		SLIP BASE DETAILS											
Outside Dia.	Wall Thickness	Sleeve I.D. (Max.)	Sleeve Height 'H'	Weld 'W'	Base Plate 'L'	Base Plate 'T'	Radius 'R'	Base Bolt Size	Base Bolt Length	Base Plate Torque ft-lbs	Base Plate Torque in.-lbs	Hole Size 'D'	SHIM L	SHIM M
4"	1/4"	4 1/16"	6"	1/4"	8"	3/4"	11/32"	5/8"	3"	29	345	11/16"	1 3/8"	11/16"
4½"	1/4"	4 9/16"	6"	1/4"	8"	7/8"	11/32"	5/8"	3 1/4"	29	345	11/16"	1 3/8"	11/16"
5"	1/4"	5 1/16"	7"	1/4"	8"	7/8"	11/32"	5/8"	3 1/4"	29	345	11/16"	1 3/8"	11/16"
6"	1/4"	6 1/16"	8"	1/4"	9"	1"	13/32"	3/4"	3 1/2"	46	554	13/16"	1 3/4"	13/16"
8"	1/4"	8 1/16"	10"	1/4"	11"	1"	15/32"	7/8"	3 3/4"	53	640	15/16"	2 3/8"	1 1/16"

SLIP BASE AND FOUNDATION DETAILS

LAST REVISION	REVISION	DESCRIPTION:				
11/01/22			FDOT FY 2023-24 STANDARD PLANS	SINGLE COLUMN GROUND SIGNS	INDEX 700-010	SHEET 4 of 11

10/6/2022 2:35:21 PM

City of Ft. Pierce
City Signs

DESIGN #: 2100575 R12
DATE: 04-30-24
DRAWN BY: Andrew

Revisions / Date / Initials
R11-ADDED GATEWAY INSTALL LOCATIONS & FDOT REQUIREMENTS
R12-ADJUSTED AS PER CITY/PERMITTING NOTES

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 11

ACCOUNT: City of Ft. Pierce
STREET: XXXX
CITY: XXXX STATE: FL
SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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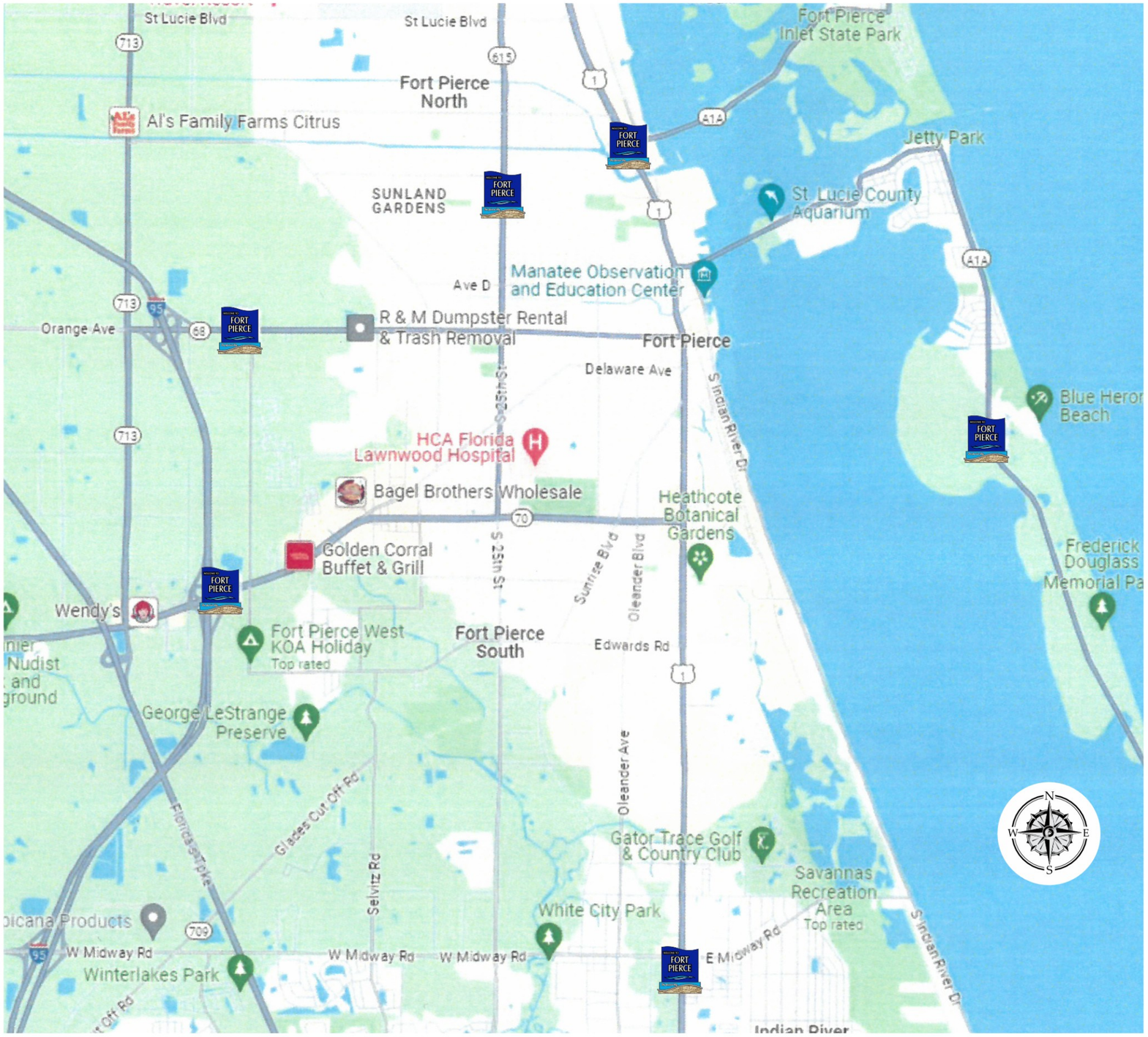
DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

A SITE PLAN - FDOT REQ'D



City of Ft. Pierce
City Signs

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UL 48 Listed Signage
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ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 12

ACCOUNT: City of Ft. Pierce
STREET: XXXX
CITY: XXXX STATE: FL
SALES REP.: Frank B, Gary B
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL: DATE:

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

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365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

Section No. _____ CAFA No. _____

EXHIBIT “B”

SPECIAL PROVISIONS

N/A

Section No. _____ CAFA No. _____

EXHIBIT “C”

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

N/A

Section No. _____ CAFA No. _____

EXHIBIT “D”

AGENCY RESOLUTION

Section No. _____ CAFA No. _____

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S
CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Fort Pierce Redevelopment Agency

PROJECT DESCRIPTION: The project involves the design, construction, installation and maintenance of 6 Gateway signs at designated locations on FDOT medians. The signs will serve as welcoming features and visually distinguish the entrances to the city.

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: Nick Mimms

Title: FPRA Director

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____

FORT PIERCE REDEVELOPMENT AGENCY
SERVICE AGREEMENT
COMPREHENSIVE WAYFINDING SIGNAGE PROGRAM

This Agreement between Agency and Contractor ("Agreement") is made and entered into by and between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("Agency"), and Don Bell Signs, Inc., a Florida Corporation with its principal place of business at 365 Oak Place, Port Orange, Florida ("Contractor").

City and Contractor hereby agree as follows:

1. **Contractor Services.**

Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of City.

Contractor's performance of the Services will conform to the specifications and requirements contained in the RFP 2023-010 Comprehensive Wayfinding Signage Program ("Bid") and the Contractor's Bid dated February 21, 2023 ("Contractor's Bid"). To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. **Compensation.**

Total compensation to Contractor will not exceed four hundred ninety-nine thousand seven hundred thirty-nine dollars ($499,739.00) for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Local Government Prompt Payment Act, section 218.70-79, Florida Statutes.

Upon completion of the Services and acceptance by Agency, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If Agency approves the amount or any portion of the amount, Agency will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If Agency disapproves any invoice amount, Agency will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to Agency as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

3. **Term.**

This Agreement is effective as of the date last signed below ("Effective Date") and will terminate

on **365 days after the Notice to Proceed** unless earlier terminated in accordance with Section 8.

4. **Licenses, Permits, Taxes, Fees, Laws and Regulations.**

4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. **Ownership and Use of Work Material**.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by Agency, are the sole property of Agency and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to Agency all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 Contractor will deliver all Work Material to Agency upon expiration or termination of this Agreement. Agency will have the right to use the Work Material for the completion of the Services or otherwise. Agency may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by Agency in writing. Contractor will treat all Work Material as confidential.

6. **Confidentiality and Safeguarding of City Records; Press Releases; Public Information**.

6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the Agency.

6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of Agency in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of Agency.

6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records.

7.1 Agency strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records Under Florida law, as defined in Section 119.011 (12), F.S. Contractor shall keep and maintain public records required by the Agency to perform the services under this Agreement.

7.2.1 If Contractor meets the definition of "Contractor" found in section 119.0701 (1) (a) Florida Statutes (i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency), then the following requirements apply:

7.2.2 Upon request from City's custodian of public records, Contractor shall provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes, or as otherwise provided by law.

7.2.3 Contractor shall identity and ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the Agency.

7.2.4 Upon completion of the contract, Contractor shall transfer, at no cost, to Agency all public
records in possession of Contractor or keep and maintain public records required by Agency to perform the service. If Contractor transfers all public records to Agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology system of the Agency.

7.3 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. Hwy 1,Fort Pierce, FL 34950.

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Service Agreement

Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

8.2 Agency may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of Agency all Work Material related to the services performed by Contractor in the format requested by the Agency together with any keys, identification badges, or equipment owned by Agency.

8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.6 Agency may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification.

Contractor will indemnify and hold harmless Agency, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Agency, 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 Agency has been provided to, and approved by, the Agency. As evidence of compliance with the insurance required herein, Contractor shall furnish the Agency with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation

endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Agency and its officials, officers and employees as additional insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the Agency.

Until such insurance is no longer required by this Agreement, Contractor shall provide the Agency with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the Agency, Contractor shall, within thirty (30) days after receipt of a written request from the Agency, provide the Agency a certified, complete copy of the policies of insurance of insurance providing the coverage required.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. 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 provide the Agency with thirty (30) days written notice of cancellation.

The policy must be endorsed to waive the insurer's right to subrogate against the Agency, and its 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 Agency, and its officials, officers and employees scheduled thereon.

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)

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide Agency with Thirty (30) days prior written notice of cancellation.

Agency and Agency's officials, officers and employees shall be included as

"Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

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

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).

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the Agency with thirty (30) days written notice of cancellation. 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

Environmental Impairment Liability
Such insurance shall provide coverage for third party liability and clean-up costs at the proposed site resulting from pollution or other environmental impairment arising out of the activities that are contemplated by the Contract. Such insurance shall be on a form acceptable to Agency and Agency's officials, officers and employees shall be included as "Additional Insureds" on the policy. 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 policy must be endorsed to provide City with Thirty (30) days prior written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000	Each Claim/Occurrence
$1,000,000	Annual Aggregate

General Conditions

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

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the Agency or its officials, officers and employees any deductible or self-insured retention applicable to a claim against the Agency or its officials, officers and employees.

Each insurance policy provided by the Contractor in response to these insurance requirements shall be endorsed to provide that the Insurer waives its rights against the Agency and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the Agency by the insurance provided by the Contractor 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 Agency under this Agreement or otherwise.

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

Certificates of Insurance must be completed as follows:
Certificate Holder
City of Fort Pierce
Attention: Purchasing Department
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

Additional Insured for General Liability
City of Fort Pierce and its officials, officers and employees

11. Written Authorization Required

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from Agency for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Notice

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) —return receipt requested, addressed to:

As to Agency:
Shyanne Harnage
Economic Development Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34950
Phone: 772-467-3034

With a Copy To:
Gelencia Carter
Purchasing Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34954
Phone: 772-467-3102

As to Contractor:
Gary Bell
Don Bell Signs, LLC
365 Oak Place
Port Orange, FL 32127
Phone: 386-788-8084

13. Miscellaneous

13.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

13.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

13.3 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Agency and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of Agency and Contractor.

13.4 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

13.5 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions

hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida. With respect to any litigation arising under this Agreement, the Agency and the Contractor hereby agree to waive the right to trial by a jury.

13.6 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the Agency. Unless otherwise directed by Agency, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Agency or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the Agency Director who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

13.7 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

13.8 Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.

13.9 Verification of Employment Status. Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 of all persons it employs in the performance of this Agreement.

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

13.11 E-Verify. Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, Contractor and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Agency, Contractor, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the Agency.

If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ,

contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the affidavit during the terms of this Agreement.

The Agency will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). Contractor agrees that a violation of this subsection by Contractor or Contractor's failure to comply with chapter 448, Florida Statutes, with respect to verification of employment status, shall be grounds for unilateral termination of this Agreement by the Agency.

CONTRACTOR
DON BELL SIGNS, LLC.

By: _____

Name: Gary Bell

Title: President

Date: 7/26/23

FORT PIERCE REDEVELOPMENT AGENCY

By: Linda Hudson
Linda Hudson, Chairwoman

8/8/2023
Date

Approved as to form and correctness as to the Agency:

By: _____
Sara K. Hodges, Interim City Attorney

Attached: **Exhibit "A" - Statement of Work**
Exhibit "B" – Contractor's Proposal

EXHIBIT "A"
STATEMENT OF WORK

1. SCOPE OF WORK

Phase I of the Comprehensive Wayfinding Program will include the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the City of Fort Pierce.

PHASE I:

Sign Types and Quantities:

- **CITY GATEWAY SIGNS (9)**
  - Entrance/welcome signs located at the gateways of the City of Fort Pierce
- **WAYFINDING DIRECTIONAL SIGNS (30)**
  - Signs directing travelers to points of interest throughout the City of Fort Pierce.
- **DISTRICT BRAND SIGNS (13)**
  - Signs identifying the five districts of the Fort Pierce Redevelopment Agency: Downtown Fort Pierce, Fisherman's Wharf, South Beach, Lincoln Park, and Peacock Arts District. Each district has their own unique logo which should be utilized for the district brand signs.
- **PUBLIC PARKING (10)**
  - Succinct public parking signs to direct and identify public parking locations throughout Downtown Fort Pierce.

SUBSEQUENT PHASES:

Subsequent phases may include over-the-street archway signs to identify City and districts, public park entrance signage, informational kiosks, and regulatory signage.

2. WORK SCHEDULE

The Contractor agrees to adhere to the following schedule:

1. Contractor will submit art designs for the City's review and administrative approval within six weeks of the effective date of the Agreement. Within two weeks of said approval, Contractor will obtain structural sealed engineered drawings.
2. Within five months of the effective date of the Agreement, Contractor shall obtain all state and local approvals necessary for the installation of wayfinding signs pursuant to the Agreement.
3. Within six months of the effective date of this Agreement, contractor shall begin installation of the wayfinding signs.

3. PAYMENT SCHEDULE

The City agrees to make payments to the Contractor in accordance with Section 2 of the Agreement and in accordance with the following schedule:

1. 10% of the contract price shall be payable after the submittal of designs by Contractor and administrative approval of said designs by the City.
2. 30% of the contract price shall be payable after all necessary permits have been approved by the City and all necessary materials have been ordered by the Contractor.
3. 20% of the contract price shall be payable after the third month of production.

4. 40% of the contract price shall be payable after Contractor completes the installation of wayfinding signs.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFP No: 2023-010**
Pre-Proposal Conference Date: **N/A**	**RFP Title: COMPREHENSIVE WAYFINDING SIGNAGE PROGRAM**
Mandatory Pre-Proposal Location: **N/A**	**RFP Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:00 PM, TUESDAY, FEBRUARY 21, 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 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 Proposer'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 Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO THIS INVITATION TO PROPOSER CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, 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.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 and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these 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 12. 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 obtain 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 Work Place (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

INSURANCE REQUIREMENTS

The CONTRACTOR shall, at its own expense, procure and maintain, with insurers acceptable to FPRA and the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPRA and the CITY has been provided to and approved by FPRA and the CITY. As evidence of compliance with the insurance required herein, CONTRACTOR shall furnish FPRA and the CITY with:

(a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) The original of the policy(ies); or
(c) Other evidence satisfactory to FPRA and the CITY.

Until such insurance is no longer required by this Contract, CONTRACTOR shall provide the FPRA and 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 CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Contract, CONTRACTOR will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the FPRA and the CITY with evidence of such coverage prior to the commencement of the subcontractor'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 FRPA and the CITY 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 FPRA and the CITY 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 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).

FPRA and the City of Fort Pierce and their respective members, officials, officers, and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization).

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

General Aggregate	$1,000,000
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, including coverage for liability contractually assumed. The policy 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

GENERAL CONDITIONS
The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the FPRA and the CITY shall be in excess of, and shall not contribute with the insurance provided by CONTRACTOR.

Except where prior written approval has been obtained hereunder, the insurance maintained by CONTRACTOR shall apply on a first dollar basis without application of a deductible or self-insured retention. CONTRACTOR shall pay on behalf of FPRA or the

City of Fort Pierce or their members, officials, officers, and employees any deductible or self-insured retention applicable to a claim against FPRA or the City of Fort Pierce or their members, officials, officers, and employees.

All policies of insurance provided by the CONTRACTOR shall be endorsed to provide that the Insurer waives its rights against FPRA and the City of Fort Pierce and their members, officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR. Any remedy provided to FPRA and the CITY by the insurance provided by CONTRACTOR or FPRA and 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 FPRA and 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.

All insurance policies provided by the contractor shall be endorsed to provide the FPRA and the CITY with thirty (30) days' prior written notice of cancellation.

Certificates of Insurance must be completed as follows:

Certificate Holder
City of Fort Pierce
Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability
Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective officials, officers and employees

SECTION III

INSTRUCTIONS TO PROPOSERS

1. SUMMARY

The City of Fort Pierce and Fort Pierce Redevelopment Agency are requesting proposals for the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the city. All project elements must meet the minimum specifications provided within this bid package. Firms with experience in signage fabrication and installation are encouraged to submit bids.

2. BACKGROUND

Fort Pierce, often called the Sunrise City, has been the hub of St. Lucie County, Florida for over 100 years. Situated on the "Treasure Coast," named after the famed sinking of a Spanish treasure fleet in 1715, Fort Pierce is one of the oldest communities on the east coast of Florida. Incorporated in 1901, the city grew from 300 pioneers to over 45,000 residents today and encompasses approximately 31 square miles. Our city is a diverse, yet neighborly, community that embraces both the richness of our heritage and the promise of the future. In Fort Pierce, you'll find a historic, small-town lifestyle in a picturesque slice of paradise, with miles and miles of unspoiled shores. Fort Pierce is one of Florida's best-kept secrets -- a place with fascinating research centers and museums, excellent community services, and a wealth of cultural and recreational attractions.

Fort Pierce is truly a unique gem on the Treasure Coast, and we are committed to making our city sparkle. With recent redevelopment projects, historic preservation initiatives, and a focus on cultural and recreational amenities, Fort Pierce is an exceptional place to live, work, learn, and play.

Fort Pierce has retained its old Florida charm and scale, as it has welcomed new development and revitalization. The historic Downtown waterfront affords residents contemporary shopping, dining, great fishing, and a range of entertainment and activities from the nationally acclaimed Farmers Market, Friday Fest, Jazz Craft Market and the historic Sun rise Theatre for the Performing Arts.

3. PURPOSE

A comprehensive wayfinding program is considered key to a broad strategy that will accentuate the aesthetic qualities of Fort Pierce to attract visitors, support business owners, develop a sense of community pride, and increase connectivity within the city. A comprehensive wayfinding program may have an economic impact by emphasizing the identity and accentuating the unique heritage and cultural values of the city.

The goal of a well-crafted wayfinding and signage program is to orient users and visitors to important landmark experiences, parking, business, recreational opportunities, and other public points of interest such as beaches, parks,

museums, historical landmarks, etc. It fosters a brand and thereby communicates a sense of being within a special area. Wayfinding signage systems may be made up of a series of standards, each addressing specific audiences: pedestrians, motorized visitors, and those passing-through. These systems may be designed in a manner where minor customization for localized branding appeals to certain areas like the districts within the Redevelopment Area, such as Downtown, South Beach, Fisherman's Wharf, Lincoln Park, Peacock Arts District, or other districts, while still conforming to a consistent city-wide standard.

Presently, there is a variety of competing signage styles throughout the city. The variety of styles reduces the potential for a unified identity in the area. The overall visual quality of the city may be significantly improved by the adoption of a cohesive wayfinding program. A well-planned graphic identity will contribute to creating a cohesive sense of place and improving the use of the various destinations and businesses within the area by both daily users and visitors.

Architectural and graphic influences based upon local architecture and natural features may enhance the program. A review of historic Fort Pierce features and natural assets may guide the ultimate design theme of the wayfinding program. The design theme and identification of mobility patterns and attractions will guide pedestrians, bicyclists, and automobiles, through the local environment using maps, signs, landmarks, and icons.

4. RFP OPENING DATE

RFP's are due on or before **3:00PM, TUESDAY, FEBRUARY 21, 2023.** Three (3) copies of sealed bids (one original and two copies) shall be mailed or delivered to:

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

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to lhubbard@cityoffortpierce.com or on the web site of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://purchasing@cityoffortpierce.com).

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

5. INQUIRIES/QUESTIONS

a. All inquiries will be in a written format and addressed to the City Manager's Office with a copy to the Purchasing Division:

TO	**COPY**
Shyanne Harnage	Latonya Hubbard
Economic Development Manager	Purchasing Agent
City of Fort Pierce	City of Fort Pierce
P.O. Box 1480	P.O. Box 1480
Fort Pierce, FL 34954	Fort Pierce, FL 34954
sharnage@cityoffortpierce.com	lhubbard@cityoffortpierce.com

b. No inquiries will be received no later than **5:00 PM, FEBRUARY 13, 2023.**

6. SUBMITTAL REQUIREMENTS

The proposal shall be submitted in a concise, organized format divided by the following six (6) tabs:

a. **Tab 1: Proposal Documents and Introduction**
   i. Cover letter – Letter summarizing why the City of Fort Pierce should select your firm and identify the Project Manager for this project including contact information and office location.
   ii. Include all mandatory forms in Section IV, licenses, or certifications from this solicitation in Tab 1.

b. **Tab 2: Key Personnel, Credentials and Qualifications**
   i. Identify key individuals involved on this project, their affiliation and office location. The brief overview should identify the individual's experience on similar projects and their availability to support this project.

c. **Tab 3: Firm's Experience with Wayfinding Signage**
   i. Explain the firm's qualification and experience in urban design and wayfinding along with examples of this work.
   ii. Examples of work should include date, firm's involvement, and estimated project budget.

d. **Tab 4: Ability to Meet Project Scope**
   i. Provide a project schedule and process that identifies general timeframes for finalizing the design, permitting, fabrication and installation.

e. **Tab 5: Preliminary Design Concepts**
   i. Provide design imagery for the four (4) sign types included in the scope of work – gateway, wayfinding, district brand and parking.
   ii. Include a brief summary/description of the designs.

f. **Tab 6: Price**
   i. Provide the estimated cost schedule for this project.

7. EVALUATION CRITERIA

The City Manager will appoint a selection committee to review and evaluate the firms using the following criteria.

Key personnel, credentials, and qualifications	10
Firm's experience with wayfinding signage design and implementation	10
Past performance and references	20
Ability to meet project scope	20
Preliminary design concepts	20
Price	20
Total	**100**

8. PERMITS AND LICENSES

a. Contractor shall obtain, pay for, and post on site all permits and licenses necessary to complete this project.
b. Contractor and subcontractors must have current licenses required by the State of Florida and the City of Fort Pierce.
c. All materials and methods of construction related to work performed on this project must comply with all appropriate specifications, code requirements, ordinances and laws of the City of Fort Pierce, the State of Florida, and the Federal Government, and contractor will permit reasonable inspection of all work by authorized inspectors.

9. CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS

a. **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 Bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section III of the specifications.

b. **BOND REQUIREMENTS**

Performance and Payment Bonds will be required of the successful Proposer in the amount of 100% of the contract amount, **if the contract amount is in excess of $50,000. Please see Section III Required Limits of Insurance, Performance and Payment Bonds.**

10. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

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

11. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposers will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

12. REFERENCE CHECK FORM

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of three (3) references are required for this Bid. Please complete the three Reference Check forms and submit with Bid package. References should include project description, contact names, addresses, phone, and email.

13. PROPOSAL PREPARATION COST

The cost to prepare the proposal in its entirety shall be the full responsibility of the proposer.

14. 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.

SECTION IV

STATEMENT OF WORK

1. SCOPE OF WORK

This project should be proposed according to specifications set forth in this solicitation and must be all inclusive. Phase I of the Comprehensive Wayfinding Signage Project involves 62 sign assets in a variety of shapes and sizes across the City. Proposals shall include design, permitting, production, and installation.

PHASE I:

a. CITY GATEWAY SIGNS (9)

Entrance/welcome signs located at the gateways of the City of Fort Pierce.

b. WAYFINDING DIRECTIONAL SIGNS (30)

Signs directing travelers to points of interest throughout the City of Fort Pierce.

c. DISTRICT BRAND SIGNS (13)

Signs identifying the five districts of the Fort Pierce Redevelopment Agency: Downtown Fort Pierce, Fisherman's Wharf, South Beach, Lincoln Park, and Peacock Arts District. Each district has their own unique logo which should be utilized for the district brand signs.

d. PUBLIC PARKING (10)

Succinct public parking signs to direct and identify public parking locations throughout Downtown Fort Pierce.

Subsequent phases may include over-the-street archway signs to identify City and districts, public parking entrance signage, informational kiosks, and regulatory signage.

2. SIGN LOCATIONS

The locations identified in Exhibit A are preliminary and may need to be adjusted based on permitting and approvals as the project progresses. The City will accept recommendations from the vendor on installation locations based on best practices.

3. DESIGN INTENT

Designs from other municipalities are attached in Exhibit B to provide proposers with examples of the intent of this project. In addition, City logos and district logos are also provided in Exhibit B.

4. BUDGET

The preliminary budget for design, permitting, production and installation of this project is estimated to be $500,000.

SECTION V
FORMS

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, _____, **(Contractor's Name)** certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

_____ City of Fort Pierce

(Contractor's Name) **(Recipient's Name)**

_____ **Date:** _____

(Authorized Signature)

_____

(Print Name)

_____ _____

(Title) **Division Contract Number**

_____

(Street and Address)

_____

(City, State, Zip)

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

REFERENCE CHECK FORM

RFP No: 2023-010 **Title: Comprehensive Wayfinding Signage Program**

Bidder/Respondent Name: _____

Reference Company Name: _____

Telephone Number: _____ Fax Number: _____

Contact Name: _____ Email: _____

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From:_____ To:_____
  - How would you describe the Contractor:

Quality of Work:

_____

_____

_____

Dependability:

_____

_____

_____

Integrity of owner and employees:

_____

_____

_____

What areas could he/she improve upon?

_____

_____

_____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Add any information/comments that might help us evaluate their ability to perform for us?

_____

_____

_____

REFERENCE CHECK FORM

RFP No: 2023-010 **Title: Comprehensive Wayfinding Signage Program**

Bidder/Respondent Name: _____

Reference Company Name: _____

Telephone Number: _____ Fax Number: _____

Contact Name: _____ Email: _____

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From:_____ To:_____
  - How would you describe the Contractor:

Quality of Work:

_____

_____

_____

Dependability:

_____

_____

_____

Integrity of owner and employees:

_____

_____

_____

What areas could he/she improve upon?

_____

_____

_____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Add any information/comments that might help us evaluate their ability to perform for us?

_____

_____

_____

REFERENCE CHECK FORM

RFP No: 2023-010 **Title: Comprehensive Wayfinding Signage Program**

Bidder/Respondent Name: _____

Reference Company Name: _____

Telephone Number: _____ Fax Number: _____

Contact Name: _____ Email: _____

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

Quality of Work:

_____

_____

_____

Dependability:

_____

_____

_____

Integrity of owner and employees:

_____

_____

_____

What areas could he/she improve upon?

_____

_____

_____

gain? Yes ☐ No ☐ Maybe☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3☐ 4 ☐ 5☐

Add any information/comments that might help us evaluate their ability to perform for us?

_____

_____

_____

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal. 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 Proposal in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	_____	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	_____	_____
Is each Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH PROPOSAL_____

FPRA Regular Meeting - 5:05 p.m. **8. b.**

Meeting Date: June 11, 2024

Re: King's Landing - Second Amendment

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Consideration of Second Amendment to the Amended and Restated Agreement for Development of King's Landing.

SUMMARY:

Audubon Development has been notified by the City and the FPRA that it is in default of the Amended and Restated Agreement for Development of King's Landing and the First Amendment thereto. A Notice of Default was sent to Audubon Development by the City Manager on March 21, 2024 due to the failure of Audubon Development to submit the application for building permits or DPCR approval for Phase 2 by the March 18, 2024 deadline to do so. Audubon subsequently requested an extension of the cure period, which was granted by the City Commission and the FPRA. The cure period was extended to June 4, 2024. Audubon Development failed to apply for the required building permits or DPCR approvals during the extended cure period and continues to be in default. Additionally, on June 16, 2024, pursuant to the Amended and Restated Agreement for Development of King's Landing and the First Amendment thereto, Audubon Development is required to Commence Construction on Phase 2.

Audubon Development has requested a Second Amendment to the Amended and Restated Agreement for Development of King's Landing. The amendment includes alternate timelines for development and progress updates required by Audubon Development.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Nicholas Mimms, City Manager
Shyanne Harnage, Community Redevelopment Agency Administrator

Attachments

Updated Second Amendment

Second Amendment to Amended and Restate Agreement

Exhibit A to the Second Amendment to the Amended and Restated Agreement for Development of King's Landing

Amended and Restatement Agreement for Development of King's Landing

First Amendment to the Amended and Restated Agreement for Devleopment of King's Landing

Notice of Default

Audubon's Response to the Notice of Default

Audubon's Request to Extend Cure Period

Letter to Audubon Granting Cure Period Extension

Letter regarding remediation

Remediation Invoices

Kings Landing MOU

SECOND AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
FOR DEVELOPMENT OF KING'S LANDING

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this ____ day of _____2024, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

W I T N E **S S** E T H:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 28, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); extending certain development deadlines reflected Section 9, due to closing delays, and revising Section 13, related to Tax Increment Financing;

WHEREAS, a disagreement between Audubon and the City has arisen regarding whether the City is obligated to reimburse Audubon's alleged $1,100,000 in costs for Debris Removal pursuant to Paragraph 27 of the Amended and Restated Agreement ("Debris Removal Claim");

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement for Development and the First Amendment by extending certain deadlines reflected in Paragraph 3 of the First Amendment, related to the Development Timeline;

NOW. THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement and the First Amendment as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** The First Amendment, in part, amended Paragraph 9 of the Amended and Restated Agreement for Development by delaying the Construction Schedule and all Development Deadlines, to accommodate Closing delays. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed and amended as follows:

a. Phase 1. Audubon shall complete construction of Phase 1 no later than February 15, 2028.

b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than November 26, 2025. Audubon shall Commence Construction of Phase 2 no later than September 30, 2026, and shall complete construction no later than March 27, 2029.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than June 23, 2027. Audubon shall Commence Construction of Phase 3 no later than March 29, 2028, and shall complete construction no later than March 27, 2029.

Audubon's Updated Construction Schedule is attached hereto as Exhibit "A."

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3 and Exhibit "A."

5. **Progress Updates.** Audubon shall provide monthly Written Progress Updates to the City Commission and FPRA. The Written Progress Updates shall include information regarding Marriott franchisee approval and design processes and/or King's Landing project construction timelines and progress. Additionally, Audubon shall make quarterly Progress Update Presentations before the City Commission and FPRA.

6. **Conditional Release of Debris Removal Claim.** In the event that the below development thresholds are achieved, Audubon shall incrementally release its Debris Removal Claim in the following manner:

   a. **DPCR Approval for Hotel.** Upon the City's grant of DPCR approval for the Hotel, Audubon shall release $275,000 of its Debris Removal Claim.

   b. **Release of Reverter Pursuant to Paragraph 10(b).** Upon release of the Reverter pursuant to 10(b) of the Amended and Restated Agreement, Audubon shall release $275,000 of its Debris Removal Claim.

   c. **Release of Reverter Pursuant to Paragraph 10(c).** Upon release of the Reverter pursuant to 10(c) of the Amended and Restated Agreement, Audubon shall release $275,000 of its Debris Removal Claim.

   d. **DPCR Approval For Phase 2.** Upon the City's grant of DPCR approval for Phase 2, Audubon shall release $275,000 of its Debris Removal Claim.

7. **No Further Amendments.** Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

8. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shal1 bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

_____

Print Name:_____

Address:_____

By:_____

Print Name:_____

Title: _____

_____

Print Name:_____

Address: _____

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2024, by_____ as _____ of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

(SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

_____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

_____
Print Name:_____
Address: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ date of _____, 2024, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a municipal corporation. Said that person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment Agency established pursuant to Florida Statutes Chapter 163

_____
Print Name:_____
Address: _____

By:_____
Print Name:_____
Title:_____

_____
Print Name:_____
Address: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before this _____ day of _____, 2024 by _____ as _____ of FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

SECOND AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
FOR DEVELOPMENT OF KING'S LANDING

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this ____ day of _____2024, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

W I T N E **S S** E T H:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 28, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); extending certain development deadlines reflected Section 9, due to closing delays, and revising Section 13, related to Tax Increment Financing;

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement for Development and the First Amendment by extending certain deadlines reflected in Paragraph 3 of the First Amendment, related to the Development Timeline;

NOW. THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement and the First Amendment as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** The First Amendment, in part, amended Paragraph 9 of the Amended and Restated Agreement for Development by delaying the Construction Schedule and all Development Deadlines, to accommodate Closing delays. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed and amended as follows:

   a. Phase 1. Audubon shall complete construction of Phase 1 no later than February 15, 2028.

   b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than November 26, 2025. Audubon shall Commence

Construction of Phase 2 no later than September 30, 2026, and shall complete construction no later than March 27, 2029.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than June 23, 2027. Audubon shall Commence Construction of Phase 3 no later than March 29, 2028, and shall complete construction no later than March 27, 2029.

Audubon's Updated Construction Schedule is attached hereto as Exhibit "A."

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3 and Exhibit "A."

5. **Progress Updates.** Audubon shall provide monthly Written Progress Updates to the City Commission and FPRA. The Written Progress Updates shall include information regarding King's Landing project financials, the Marriott franchisee approval and design processes, and/or construction timelines and progress. Additionally, Audubon shall make quarterly Progress Update Presentations before the City Commission and FPRA.

6. **No Further Amendments.** Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

7. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shal1 bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

_____
Print Name:_____
Address:_____

By:_____
Print Name:_____
Title: _____

_____
Print Name:_____
Address: _____

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2024, by_____ as _____ of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

(SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

_____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

_____
Print Name:_____
Address: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ date of _____, 2024, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a municipal corporation. Said that person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment Agency established pursuant to Florida Statutes Chapter 163

_____
Print Name:_____
Address: _____

By:_____
Print Name:_____
Title:_____

_____
Print Name:_____
Address: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges

STATEOF FLORIDA
COUNTY OF _____

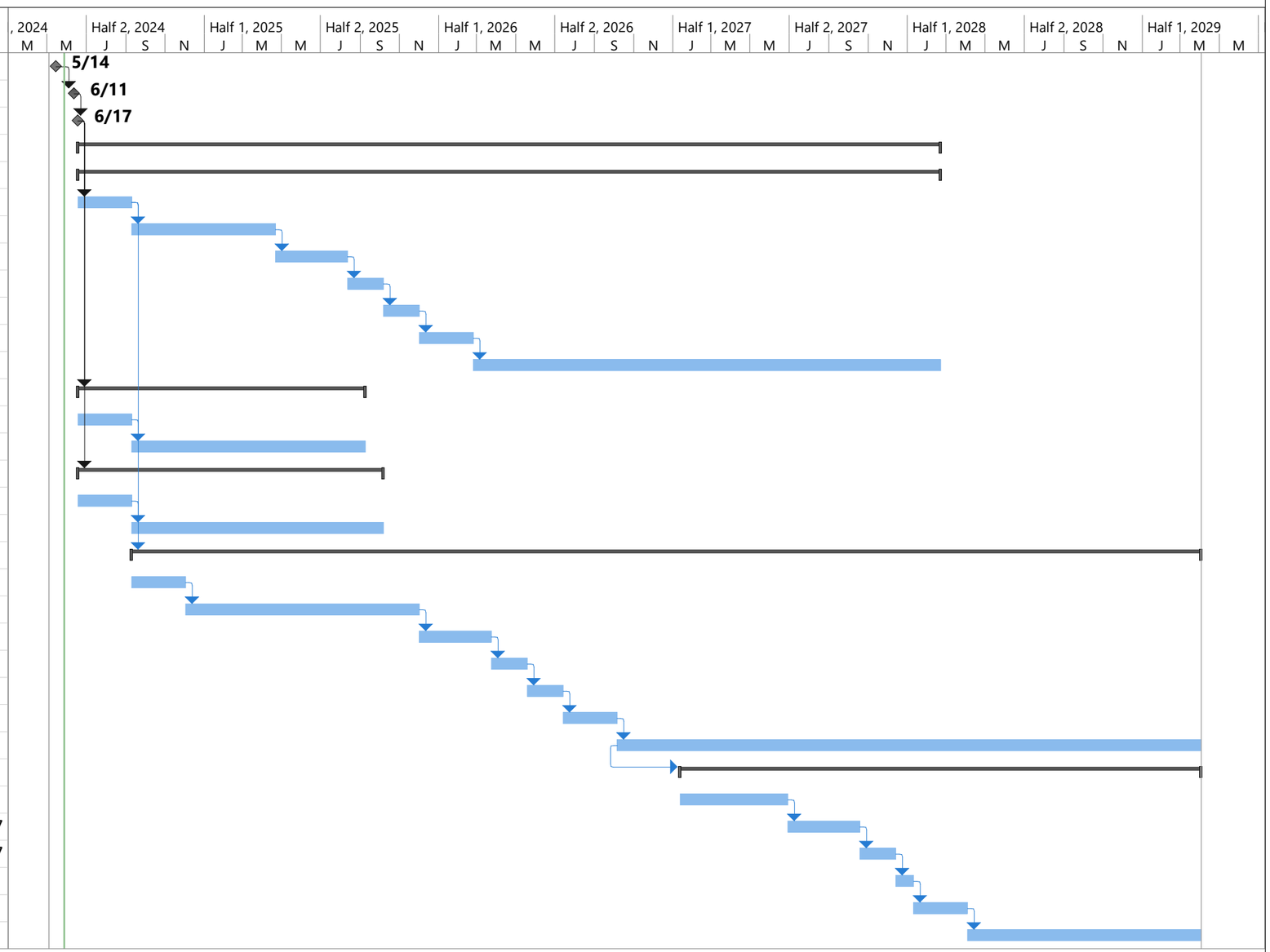
The foregoing instrument was acknowledged before this _____ day of _____, 2024 by _____ as _____ of FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

AUDUBON DEVELOPMENT

KING'S LANDING

ID	Task Mode	Task Name	Start	Finish
1		**City Meetings**	Tue 5/14/24	Tue 5/14/24
2		FPRA Meeting	Wed 5/15/24	Tue 6/11/24
3		City Council Meeting	Mon 6/17/24	Mon 6/17/24
4		**Phase I**	**Tue 6/18/24**	**Mon 2/21/28**
5		**Hotel Timeframes**	**Tue 6/18/24**	**Mon 2/21/28**
6		Finalize Contracts (3mths)	Tue 6/18/24	Mon 9/9/24
7		Design Time (8mths)	Tue 9/10/24	Mon 4/21/25
8		Site Work DPCR Approval (4mths)	Tue 4/22/25	Mon 8/11/25
9		Site Work Permitting (2mths)	Tue 8/12/25	Mon 10/6/25
10		Vertical DPCR Approval (2mths)	Tue 10/7/25	Mon 12/1/25
11		Vertical Permitting (3mths)	Tue 12/2/25	Mon 2/23/26
12		Construction Timeframe (2yrs)	Tue 2/24/26	Mon 2/21/28
13		**Infrastructure Timeframes**	**Tue 6/18/24**	**Mon 9/8/25**
14		Mobilize/Procurment (3mths)	Tue 6/18/24	Mon 9/9/24
15		Construction Timeframe (1yr)	Tue 9/10/24	Mon 9/8/25
16		**Villas' Timeframes**	**Tue 6/18/24**	**Mon 10/6/25**
17		Mobilize/Procurment (3mths)	Tue 6/18/24	Mon 9/9/24
18		Construction Timeframe (14mths)	Tue 9/10/24	Mon 10/6/25
19		**Phase II**	**Tue 9/10/24**	**Mon 4/2/29**
20		Finalize Contracts (3mths)	Tue 9/10/24	Mon 12/2/24
21		Design Documents (1yr)	Tue 12/3/24	Mon 12/1/25
22		Site Work DPCR Approval (4mths)	Tue 12/2/25	Mon 3/23/26
23		Site Work Permitting (2mths)	Tue 3/24/26	Mon 5/18/26
24		Vertical DPCR Approval (2mths)	Tue 5/19/26	Mon 7/13/26
25		Vertical Permitting (3mths)	Tue 7/14/26	Mon 10/5/26
26		Construction Timeframe (2.6yrs)	Tue 10/6/26	Mon 4/2/29
27		**Phase III**	**Tue 1/12/27**	**Mon 4/2/29**
28		Design Documents (6mths)	Tue 1/12/27	Mon 6/28/27
29		Site Work DPCR Approval (4mths)	Tue 6/29/27	Mon 10/18/27
30		Site Work Permitting (2mths)	Tue 10/19/27	Mon 12/13/27
31		Verical DPCR Approval (2mths)	Tue 12/14/27	Mon 1/10/28
32		Vertical Permitting (3mths)	Tue 1/11/28	Mon 4/3/28
33		Construction Timeframe (1yr)	Tue 4/4/28	Mon 4/2/29



Tue 5/28/24

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

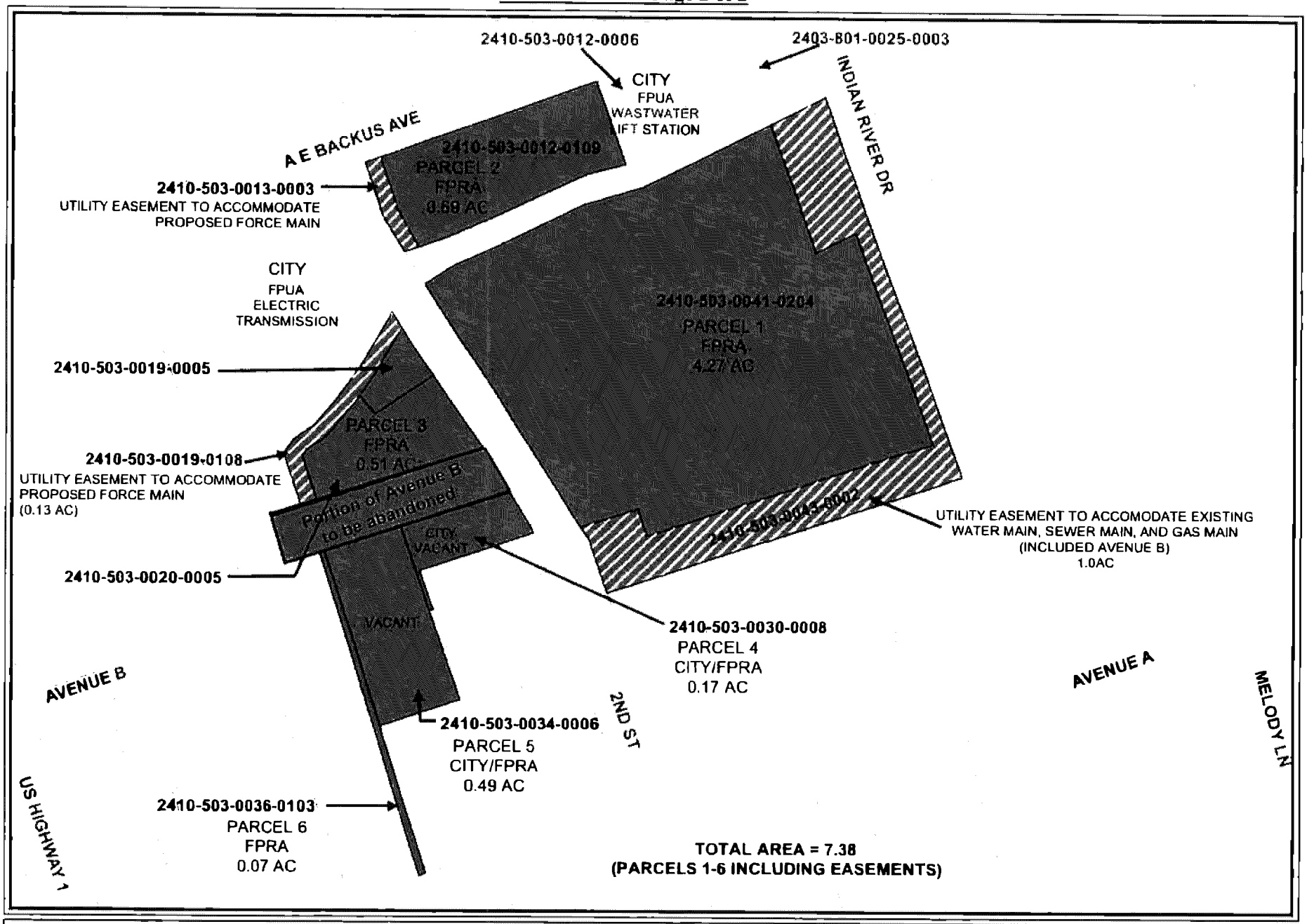
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

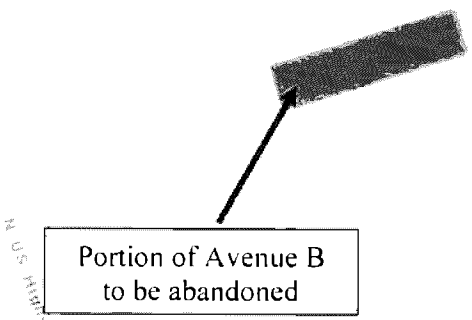


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

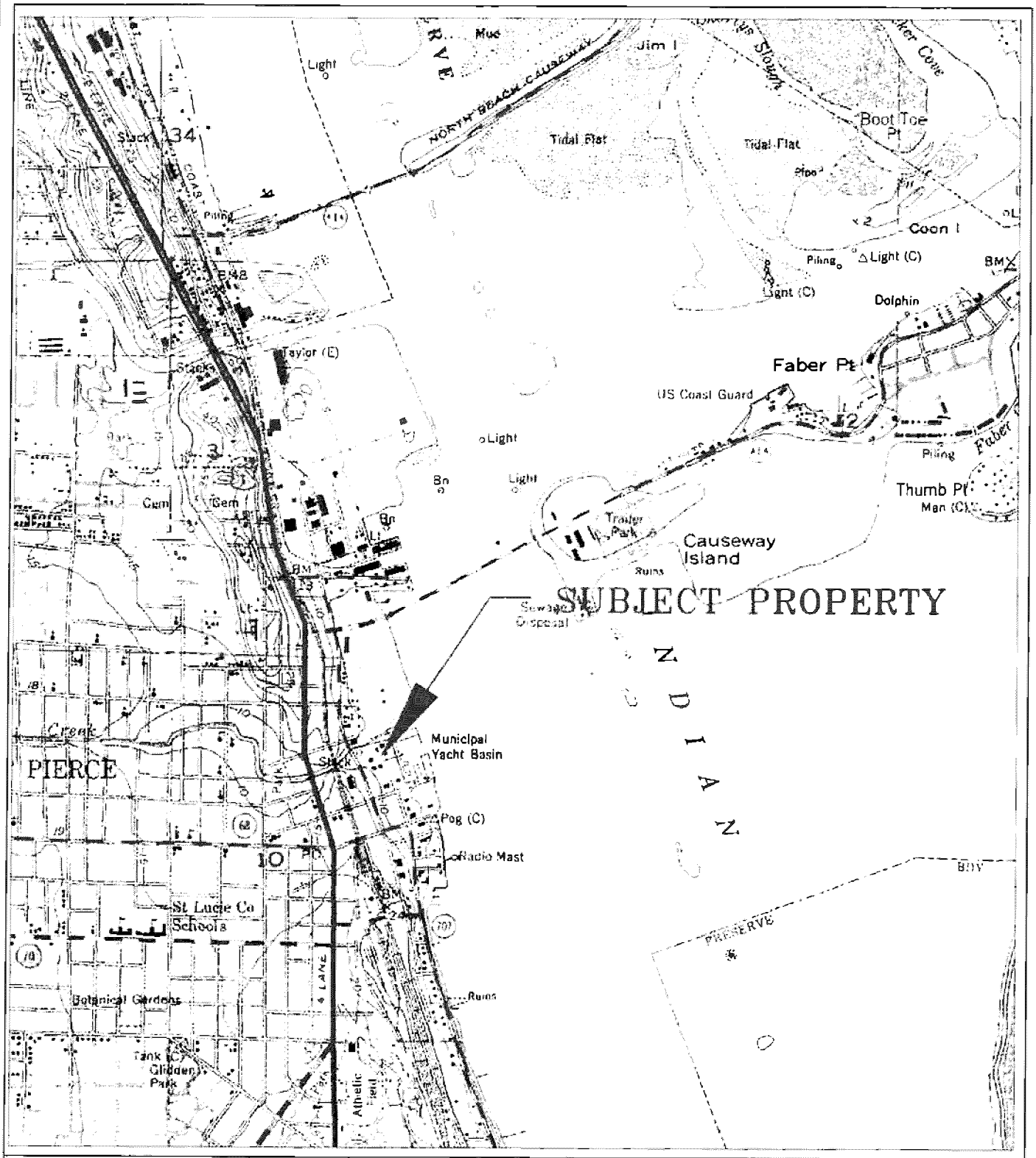
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

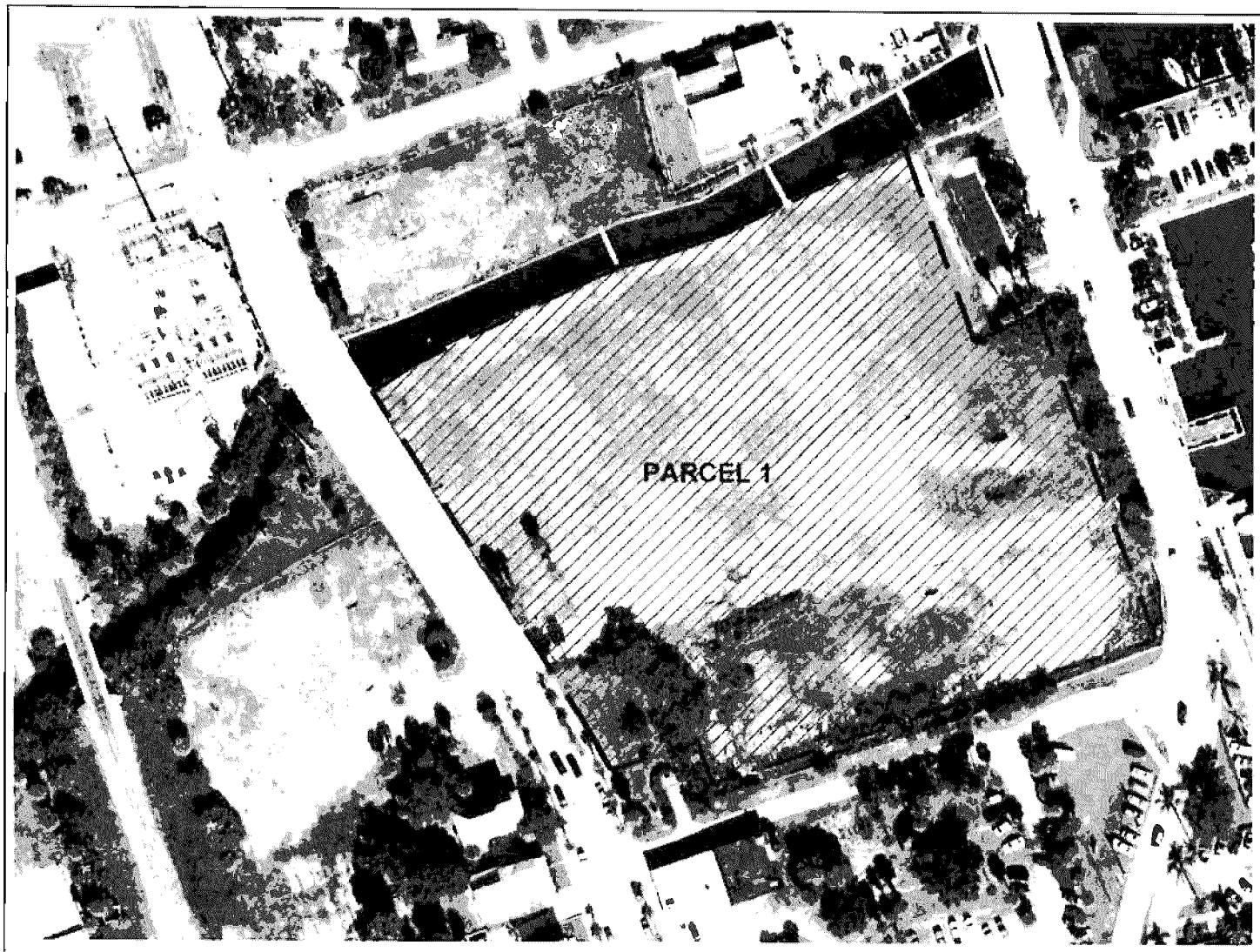


Cardno
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

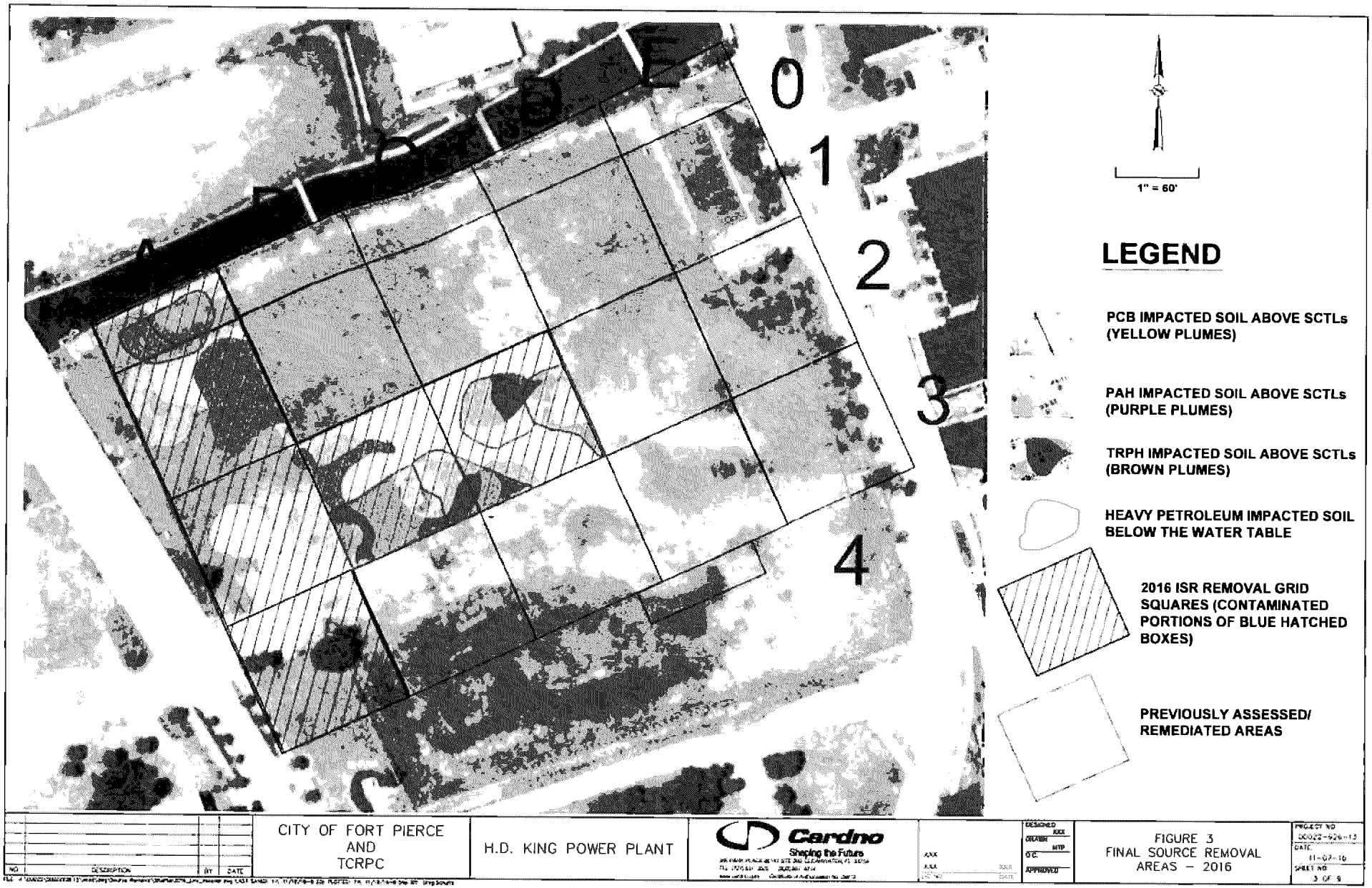
PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	DESIGNED XXX DRAWN MTP QC APPROVED	FIGURE 2 PARCEL/SITE BOUNDARY MAP	PROJECT NO 00022-926-13 DATE 11-1-16 SHEET NO 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001



OR BOOK 4775 PAGE 2737

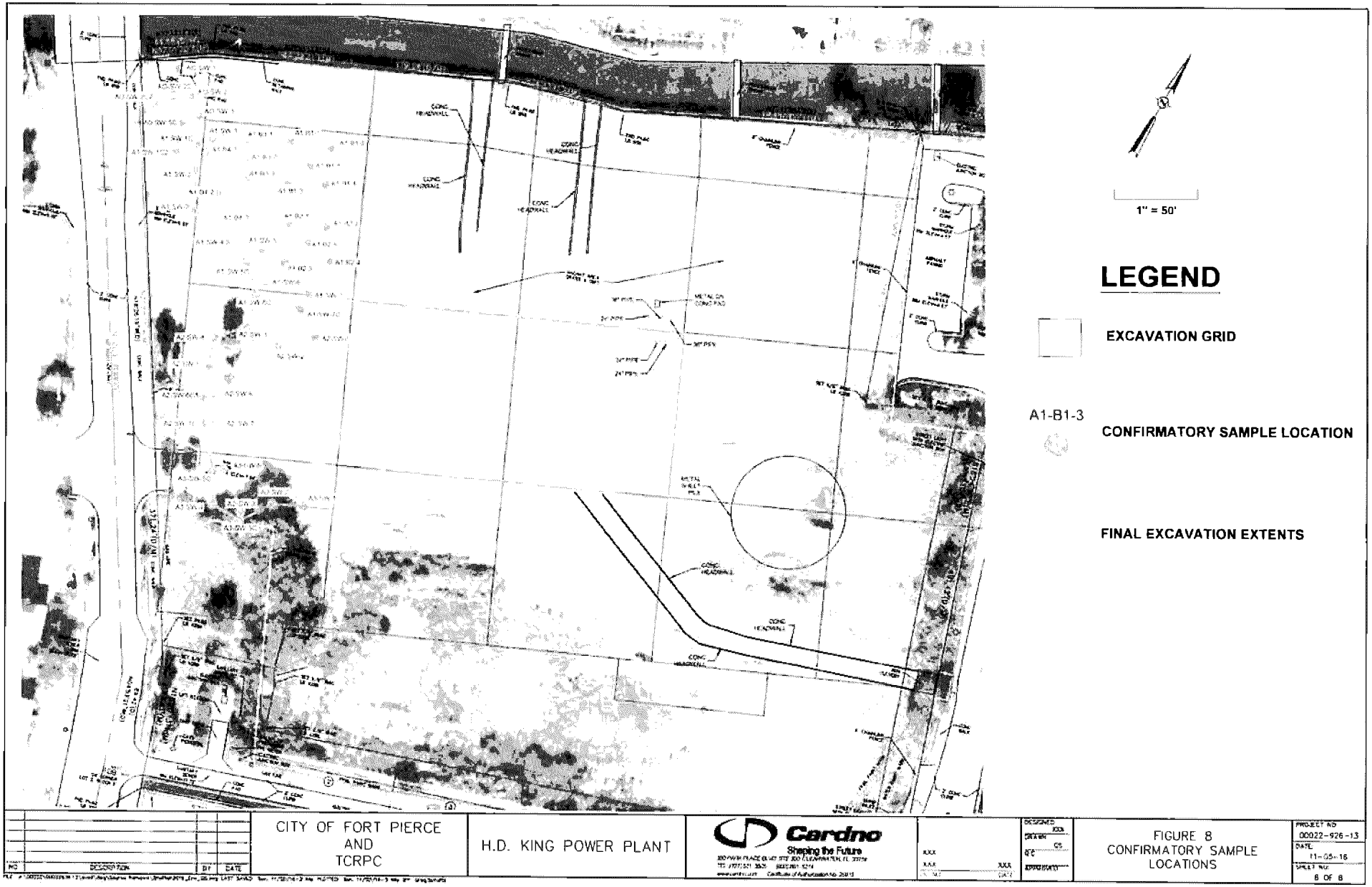


EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2738

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

OR BOOK 4775 PAGE 2739

Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	88	0.034	U	0.112		0.131		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	**0.079**		**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

OR BOOK 4775 PAGE 2740

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo[k]fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.824		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 5 FDEP Site ID No : COM_82363, BF561101001

OR BOOK 4775 PAGE 2741

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	21	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.085**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/8/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	30000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

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= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

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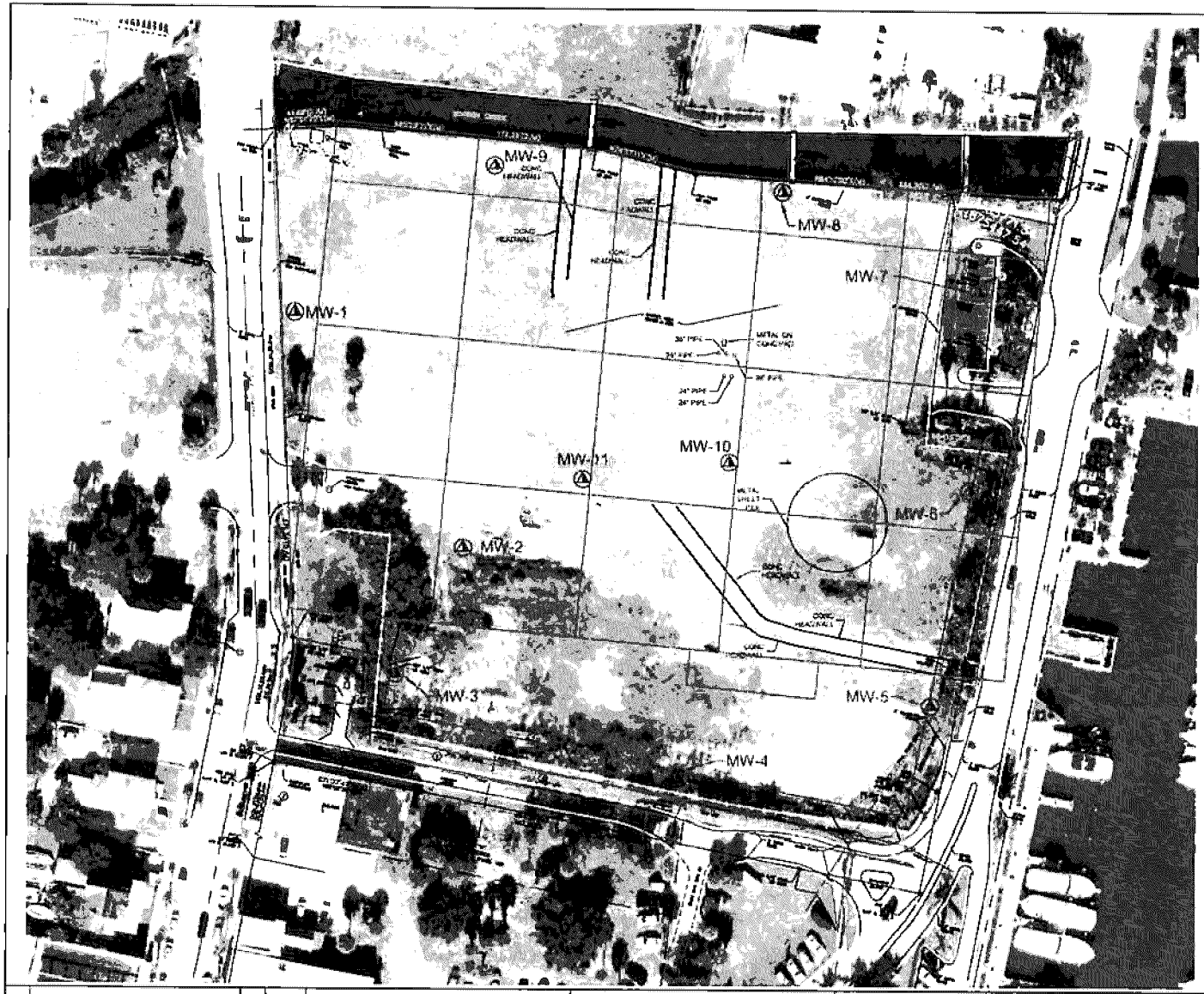

1" = 70'

LEGEND

MW-6 MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

DESIGNED XXX
DRAWN MTP
Q.C.
APPROVED

FIGURE 8
MONITOR WELL LOCATIONS

PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 9

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37	
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5	
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Ethanol	64-17-5	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	o-Xylene	95-47-6	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	p- & m-Xylenes	179601-23-1	ug/L	20	200	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.8		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	2	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3	30	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	NS CTL	550	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	0.68	6	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	NS CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	NS CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	NS CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.6	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	108-96-3	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Diethylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	1,3-Benzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7	J	0.3	U	4.6	J
8270C	Diethylisophthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodiphenylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Octadecane	593-45-3	ug/l	71	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	UJ	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	UJ	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	1.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

OR BOOK 4775 PAGE 2748

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily Attorney

_____
Print Name of Notary Public

Linda W Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [illegible] 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

[signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: [signature]
City Attorney

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sket.dwg, 3/21/2017 3:45:20 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

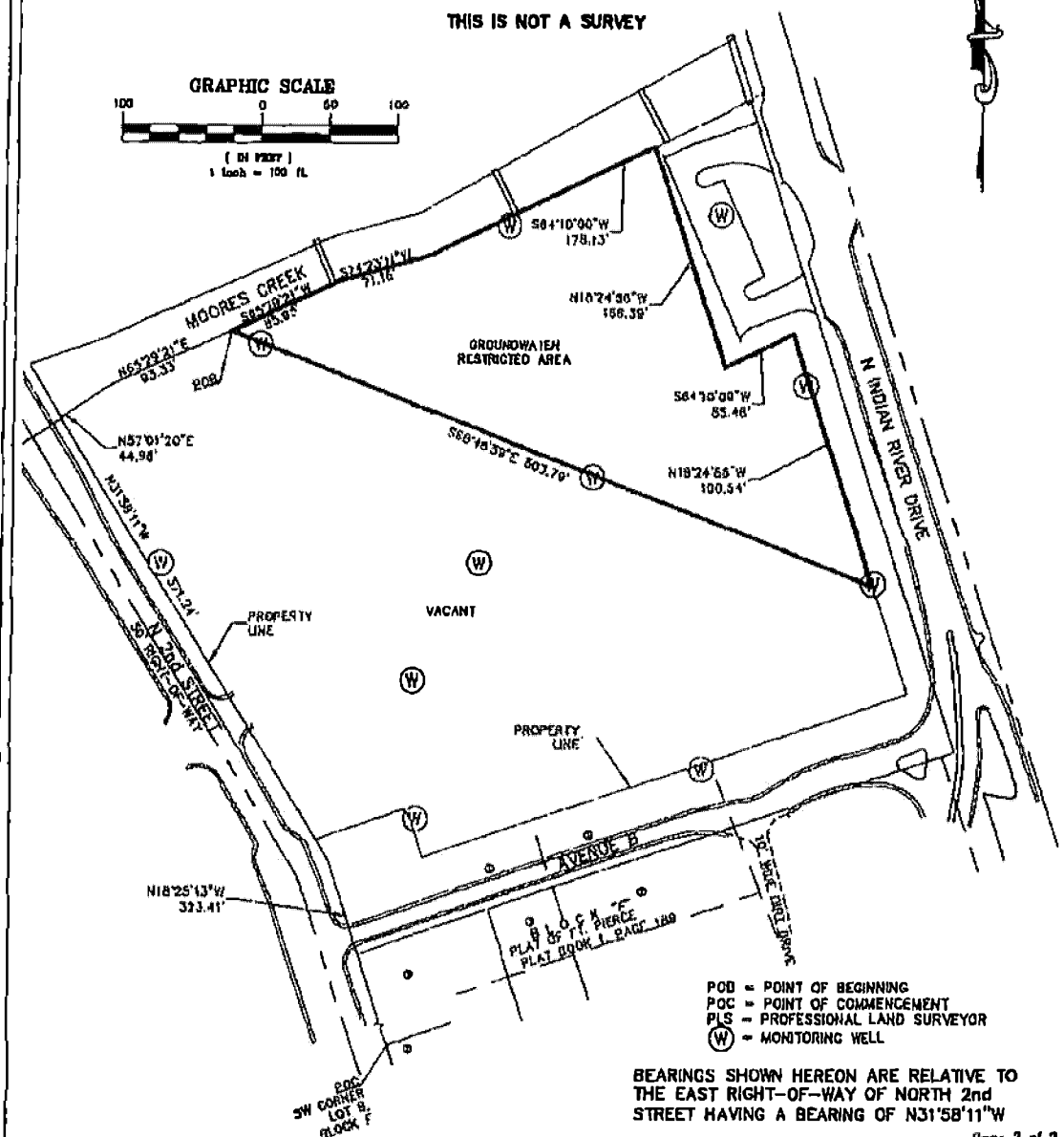
GROUNDWATER RESTRICTED AREA
DESCRIPTION

JOB NO: 13-071 sket.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

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151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "F" - CONSTRUCTION SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 1/16/22
7		[illegible]	[illegible]	[illegible]	[illegible]
8		Site Work - Remove buried Concrete and Unknown Debris	180 days	Tue 11/2/21	Sat [illegible]
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		[illegible]	[illegible]	[illegible]	[illegible]
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		[illegible]	[illegible]	[illegible]	[illegible]
17		Property Turnover to Main Sail Group	30 days	Sun 3/12/23	Mon [illegible]
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		[illegible]	[illegible]	[illegible]	[illegible]
23		Construction Duration	900 days	Sat 6/10/23	Tue [illegible]
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		[illegible]	[illegible]	[illegible]	[illegible]
29		Construction Process	365 days	Tue 11/26/24	Tue [illegible]
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		[illegible]	[illegible]	[illegible]	[illegible]
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



King's Landing Phasing Schedule

Page 1

Wed 8/4/21

EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

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

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

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

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

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

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

SAMPLE

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

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

SAMPLE

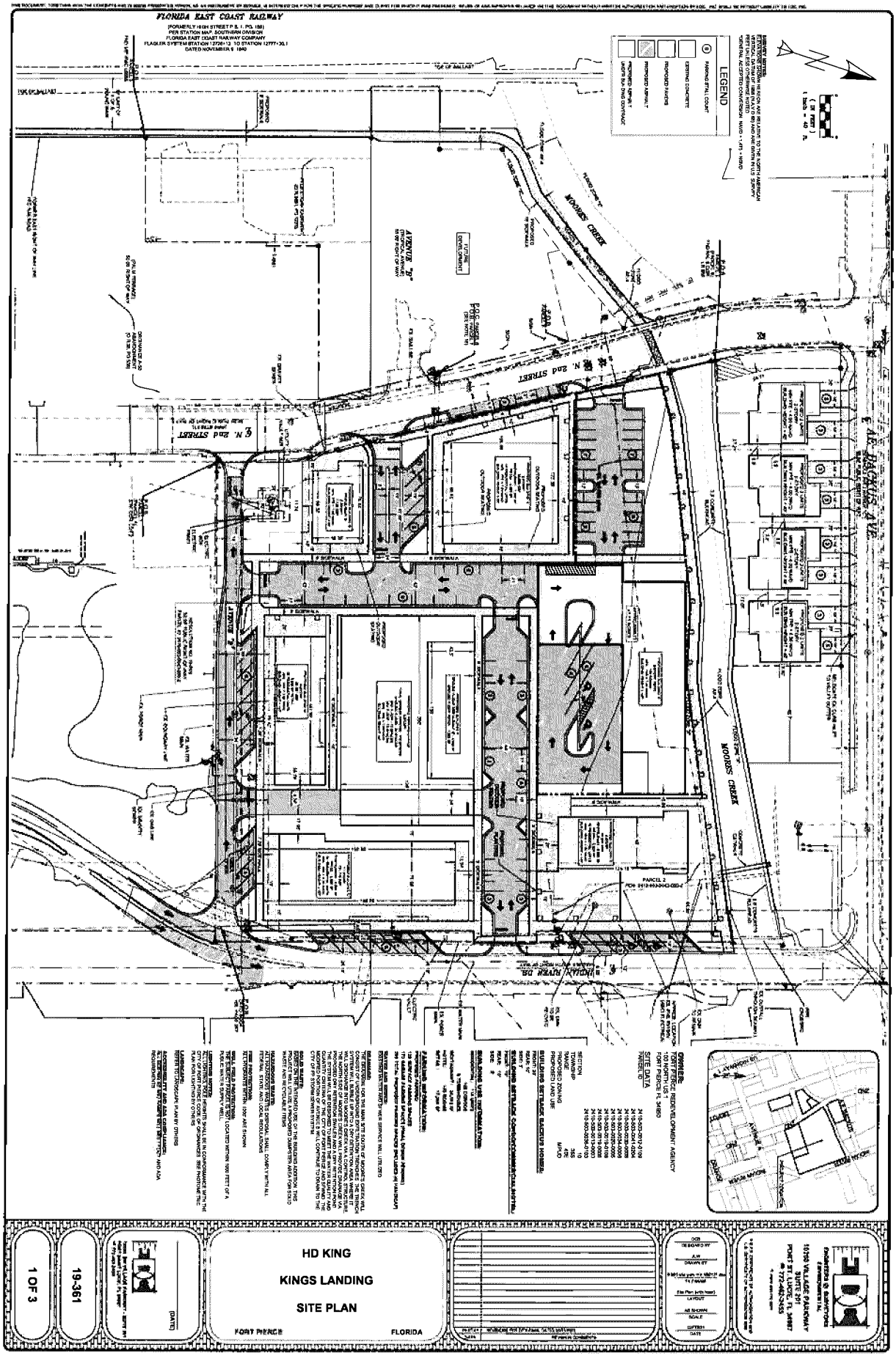
§ 16 Modifications to this bond are as follows:

SAMPLE

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5125369 OR BOOK 4919 PAGE 632, Recorded 11/28/2022 12:58:42 PM

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 21st day of November, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

WITNESSETH:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

NOW, THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement as set forth herein:

1. **Recitals**. The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** Paragraph 9 of the Amended and Restated Agreement provides that all dates set forth in the Construction Schedule and all Development Deadlines shall be automatically adjusted based upon the actual date of the Closing (i.e. for every day that the Closing was delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The Closing date was April 7, 2022 (157 days after November 1, 2021), therefore all dates set forth in the Construction Schedule and all Development Deadlines were delayed by 157 days. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed by the number of days from the Closing date

of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

a. Phase 1. Audubon shall Commence Construction of Phase 1 no later than September 20, 2023 and shall complete construction of Phase 1 no later than February 5, 2026.

b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024. Audubon shall Commence Construction of Phase 2 no later than June 16, 2024 and shall complete construction no later than December 2, 2026.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than October 4, 2025. Audubon shall Commence Construction of Phase 3 no later than December 3, 2025 and shall complete construction no later than December 2, 2026.

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3, above.

5. **Economic Development Incentives**. Paragraph 13 of the Amended and Restated Agreement is deleted in its entirety and replaced with the following Paragraph 13:

13. **Tax Increment Financing and Other Incentives**. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments, and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, or the then-owner of the respective parcel of the Property, TIR received by the FPRA as set forth below.

a. **The Hotel Parcel**. If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City's reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in **Exhibit "I"**, attached hereto and made a part hereof (the "Incentive Package"). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the $200,000.00 annual limit and $1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels**.
No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars ($1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel).

c. **Rights and Obligations to Run with the Property**. The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments**. Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

7. **Counterparts**. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President / CEO

_____
Print Name: Laura A. Kenny

_____
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matteson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LINDA M. BRIGLIA
Commission # GG 364898
Expires September 1, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Tina Rel

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 21ST day of November, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

St. Lucie EDC

EXHIBIT I

EXECUTIVE COMMITTEE
Robert Barfield, Treasurer, Seacoast Bank
Javier Cisneros, Fort Pierce Utilities Authority
Eric Goldman, HCA Florida Lawnwood Hospital
Chris Fogal, CPA, PA, Chair, Carr, Riggs, Ingram
Azlina Goldstein, Chair-Elect, GL Homes
Rob Lord, Past-Chair
Tim Moore, PhD, Indian River State College
Madhu Sasidhar, MD, MBA, FCCP , Cleveland Clinic Tradition Hospital
Peter Tesch, Economic Development Council
Shrita Walker, Secretary, MIDFLORIDA Credit Union

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Nico Apfelbaum, Esq., Apfelbaum Law
Terissa Aronson, SLC Chamber of Commerce
Brian Bauer, CareerSource Research Coast
Russ Blackburn, City of Port St. Lucie
Ian Cotner, AT&T Florida
Peter Crane, Sansone Group
Marshall Critchfield, Florida Power & Light
Lee Dobbins, Esq., Dean Mead/TCMA
Phil Doumar, EDC EXCEL
Rod Kennedy, Engineering Design & Construction
Richard Kolleda, FACHE, Spherion
Leslie Kristof, Keiser University
Tammy Matthew, Bank of America
Nick Mimms, City of Fort Pierce
Neil Morgan, Comcast Business
Brandon Nobile, Remnant Construction
Cara Perry, Florida Atlantic University
Roxanne Peters, SouthState Bank
Jon Prince, PhD, St. Lucie Public Schools
Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
Richard Tambone, Tambone Companies
Howard Tipton, St. Lucie County
Jeremy Wiernasz, PGA Golf Club
Kara Wood, Hi-Tide Boat Lifts
Amber Woods, Treasure Coast Lexus

August 26, 2022

[redacted]

Re: [redacted] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [redacted]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [redacted] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([redacted]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of $20.8 M and direct spending of $13.3 M, the hotel project generates over 221 jobs and $6.7 M in supporting wages plus generating $2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.

It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [redacted]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [redacted] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of $28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly $730,353.00 with approximately $393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at $28 M and $43M for demonstration purposes).

- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits*: There are roughly $2.784 M in local government impact fees alone for both the hotel project ($723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.

- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)

- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for $2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.

- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.

- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [redacted] for the development of the hotel. The estimated market value of the property is $1.5 M.

- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[redacted] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [redacted] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,

Pete Tesch
President

Attachments

CC:
Dale Matteson, Audubon Development

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER' S OFFICE Florida

March 21, 2024

Dale Matteson
P.O. Box 981
Palm Beach, FL 33480

VIA EMAIL: dale@audubondevelopment.com

Re: NOTICE OF DEFAULT

Dear Mr. Matteson:

As outlined in the attached First Amendment to the Amended and Restated Agreement for Development of King's Landing, it was expected that the developer would submit the application for building permits or DPCR approval for Phase 2 no later than March 18, 2024.

According to the Amended and Restated Agreement, Phase 2 is defined as the construction of the following:

- Building C – 11 story building with restaurant, retail, and 48 residential units
- Building D – 8 story building with restaurant, retail, and 19 residential units
- Building F – Ground floor restaurant and retail
- Building G – 8 story building with retail and 25 residential units

We are aware that a DPCR application was submitted by your development team for site work for Phase 2; however, all site work is scheduled to be performed and completed within the dedicated timelines for the Phase 1 construction of this development project. Therefore, based on our review, the aforementioned milestone for Phase 2 has not been achieved.

Please accept this letter as written notice of default under this agreement pursuant to Section 10g of the Amended and Restated Agreement for Development of King's Landing. Audubon shall have 30 days to cure this default and come into compliance with the provisions of this agreement.

Sincerely,

Nicholas C. Mimms, P.E., ICMA-CM
City Manager

Attachments

c: City Attorney
City Clerk
Mayor and City Commissioners
Economic Development Manager

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5125369 OR BOOK 4919 PAGE 632, Recorded 11/28/2022 12:58:42 PM

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 21st day of November, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

WITNESSETH:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

NOW, THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement as set forth herein:

1. **Recitals**. The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** Paragraph 9 of the Amended and Restated Agreement provides that all dates set forth in the Construction Schedule and all Development Deadlines shall be automatically adjusted based upon the actual date of the Closing (i.e. for every day that the Closing was delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The Closing date was April 7, 2022 (157 days after November 1, 2021), therefore all dates set forth in the Construction Schedule and all Development Deadlines were delayed by 157 days. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed by the number of days from the Closing date

of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

a. Phase 1. Audubon shall Commence Construction of Phase 1 no later than September 20, 2023 and shall complete construction of Phase 1 no later than February 5, 2026.

b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024. Audubon shall Commence Construction of Phase 2 no later than June 16, 2024 and shall complete construction no later than December 2, 2026.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than October 4, 2025. Audubon shall Commence Construction of Phase 3 no later than December 3, 2025 and shall complete construction no later than December 2, 2026.

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3, above.

5. **Economic Development Incentives**. Paragraph 13 of the Amended and Restated Agreement is deleted in its entirety and replaced with the following Paragraph 13:

13. **Tax Increment Financing and Other Incentives**. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments, and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, or the then-owner of the respective parcel of the Property, TIR received by the FPRA as set forth below.

a. **The Hotel Parcel**. If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City's reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in **Exhibit "I"**, attached hereto and made a part hereof (the "Incentive Package"). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the $200,000.00 annual limit and $1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels**.
No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars ($1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel).

c. **Rights and Obligations to Run with the Property**. The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments**. Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

7. **Counterparts**. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President / CEO

_____
Print Name: Laura A. Kenny

_____
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matteson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LINDA M. BRIGLIA
Commission # GG 364898
Expires September 1, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Tina Rel

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 21ST day of November, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

St. Lucie EDC

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Rob Lord, Past-Chair
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Ian Cotner, AT&T Florida
Peter Crane, Sansone Group
Marshall Critchfield, Florida Power & Light
Lee Dobbins, Esq., Dean Mead/TCMA
Phil Doumar, EDC EXCEL
Rod Kennedy, Engineering Design & Construction
Richard Kolleda, FACHE, Spherion
Leslie Kristof, Keiser University
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Brandon Nobile, Remnant Construction
Cara Perry, Florida Atlantic University
Roxanne Peters, SouthState Bank
Jon Prince, PhD, St. Lucie Public Schools
Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
Richard Tambone, Tambone Companies
Howard Tipton, St. Lucie County
Jeremy Wiernasz, PGA Golf Club
Kara Wood, Hi-Tide Boat Lifts
Amber Woods, Treasure Coast Lexus

August 26, 2022

[redacted]

Re: [redacted] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [redacted]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [redacted] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([redacted]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of $20.8 M and direct spending of $13.3 M, the hotel project generates over 221 jobs and $6.7 M in supporting wages plus generating $2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.

It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [redacted]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [redacted] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of $28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly $730,353.00 with approximately $393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at $28 M and $43M for demonstration purposes).

- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits*: There are roughly $2.784 M in local government impact fees alone for both the hotel project ($723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.

- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)

- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for $2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.

- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.

- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [redacted] for the development of the hotel. The estimated market value of the property is $1.5 M.

- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[redacted] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [redacted] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,

Pete Tesch
President

Attachments

CC:
Dale Matteson, Audubon Development

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

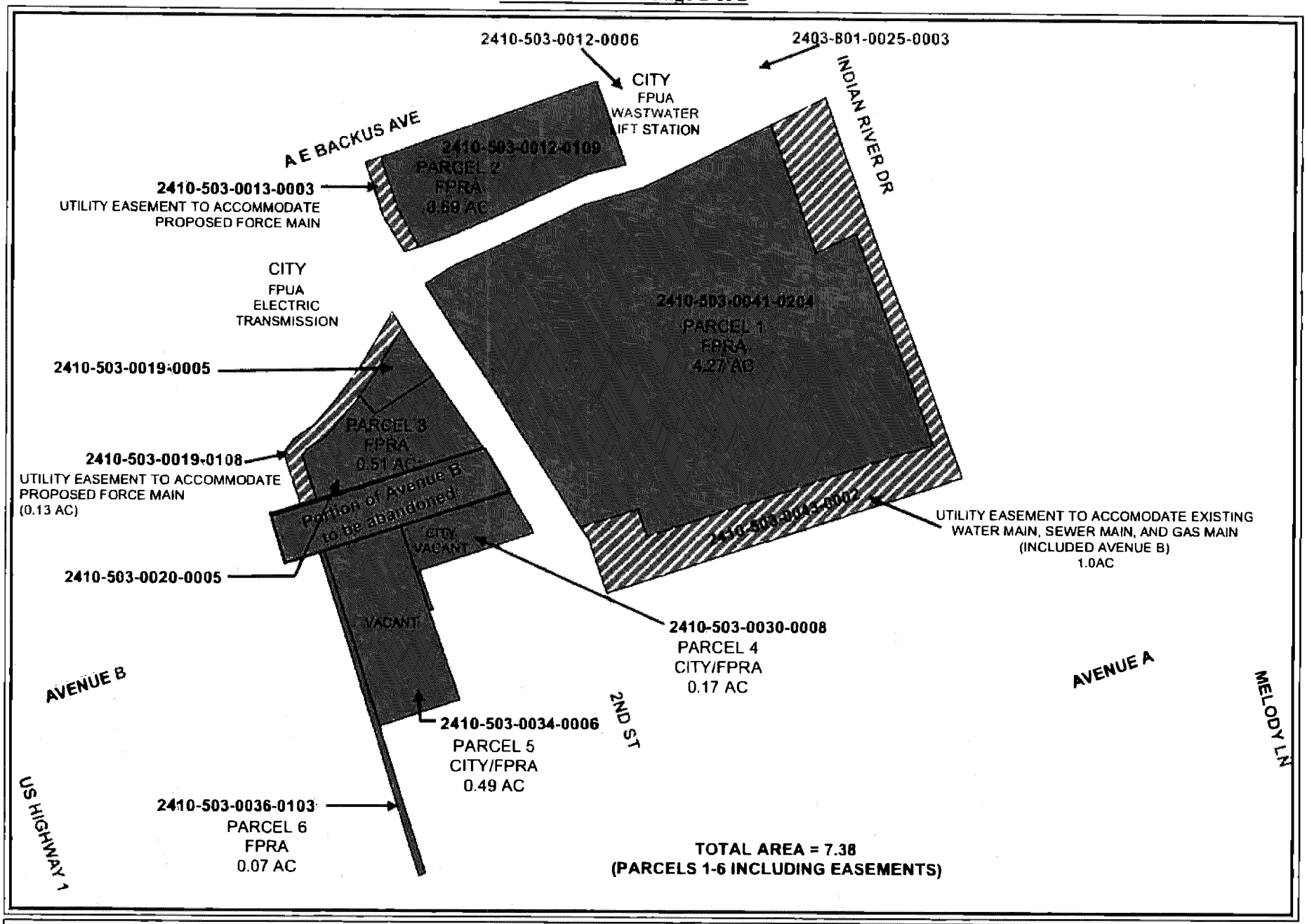
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

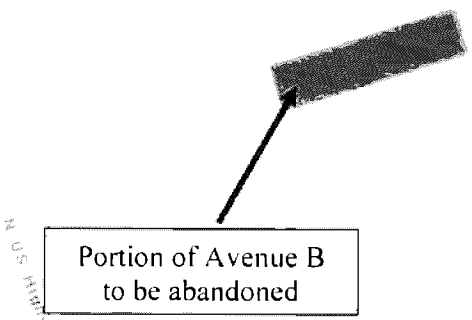


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

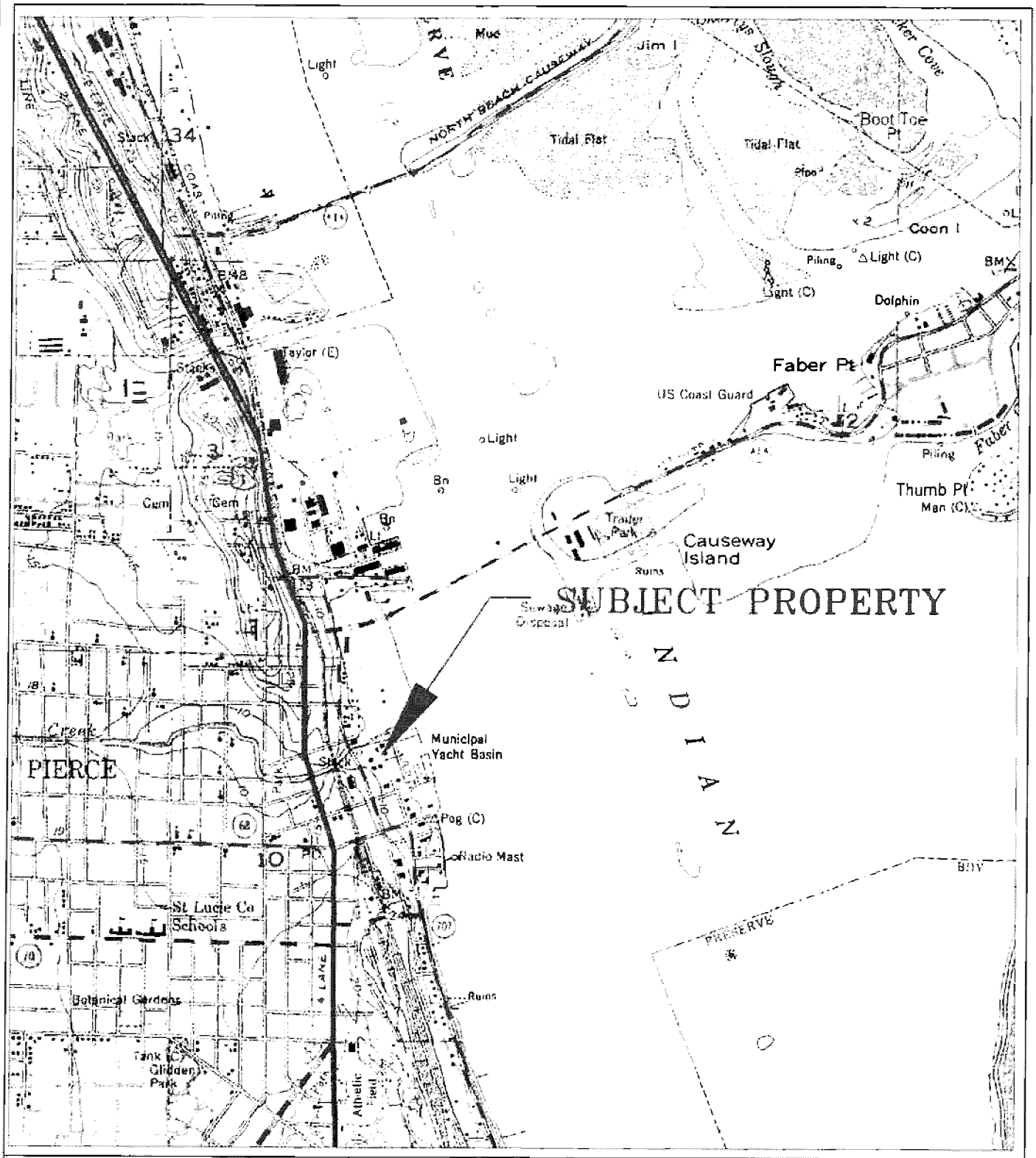
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki



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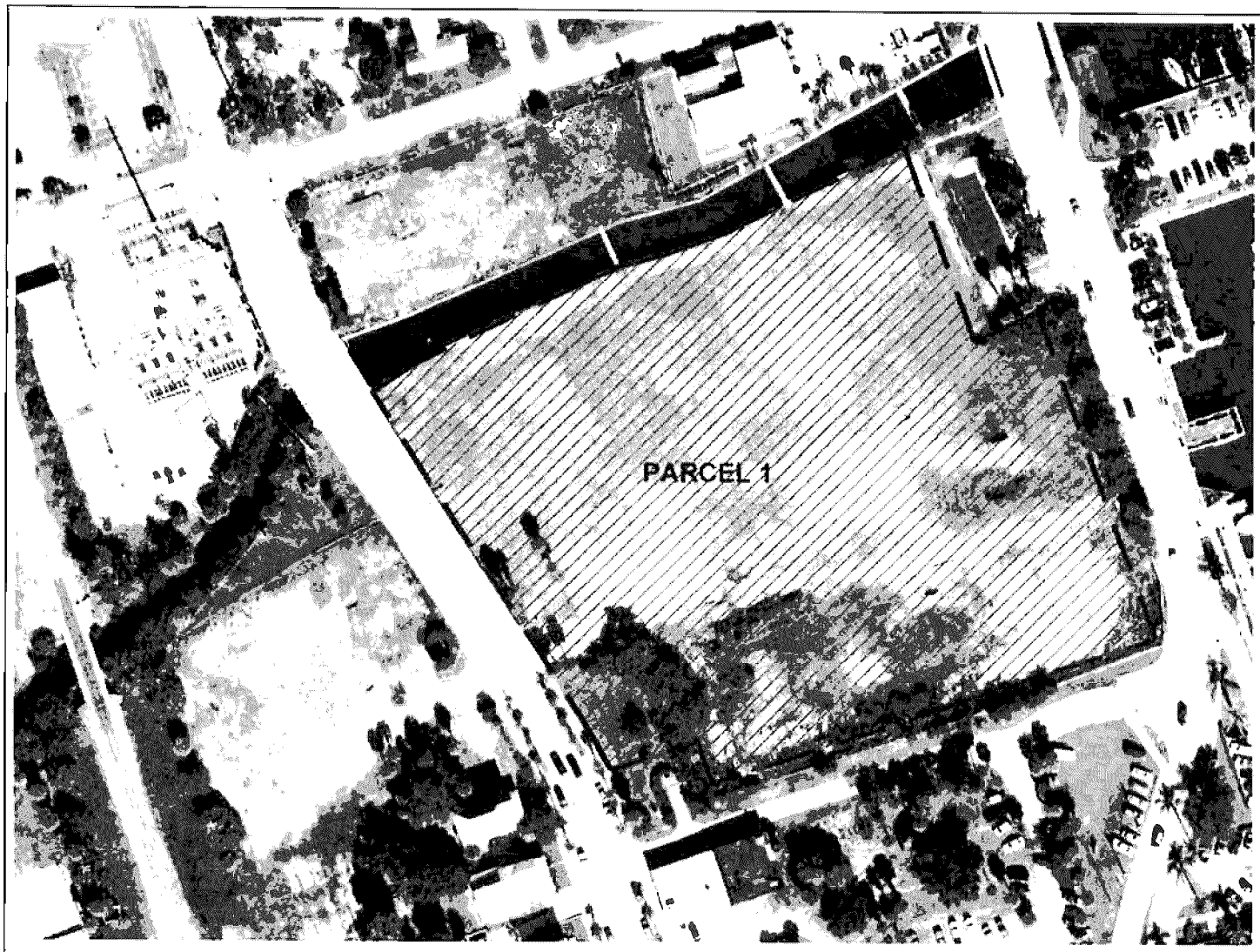
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

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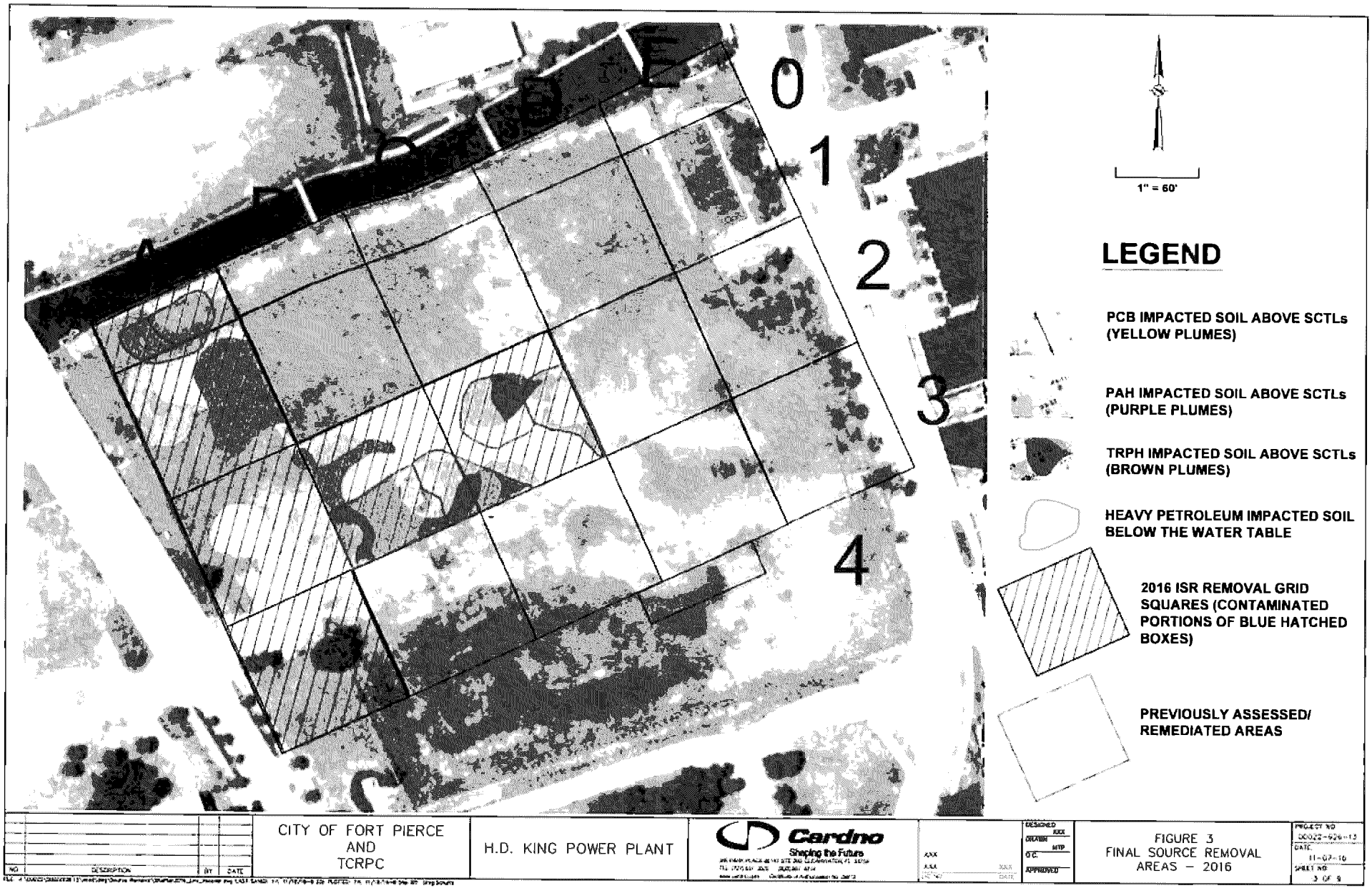
Shaping the Future

DESIGNED XXX
DRAWN MTP
QC
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

PROJECT NO. 00022-926-13
DATE 11-1-16
SHEET NO. 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001



OR BOOK 4775 PAGE 2737

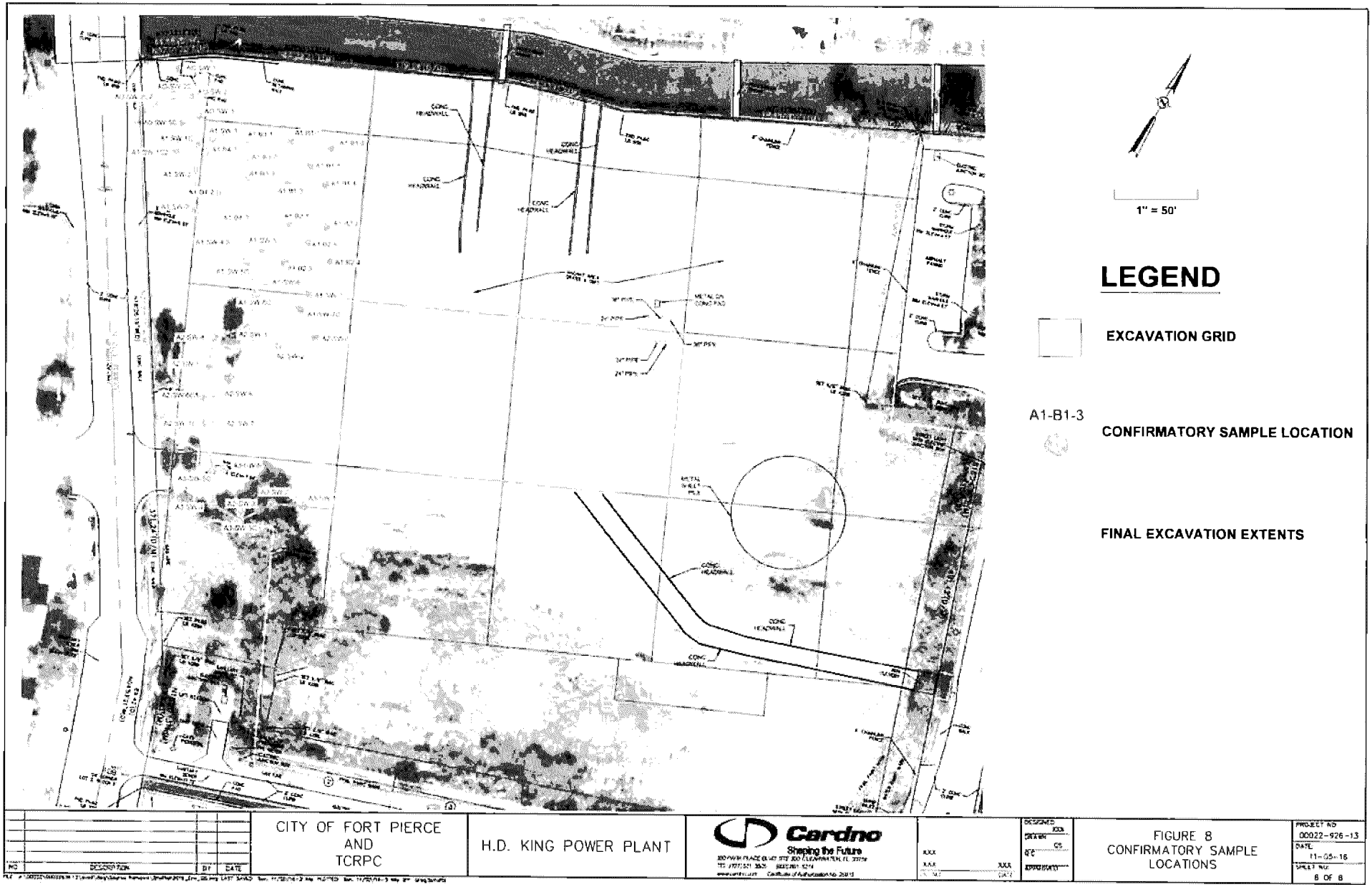


EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2738

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	88	0.034	U	0.112		0.131		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	**0.079**		**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

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Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo[k]fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.824		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 5 FDEP Site ID No : COM_82363, BF561101001

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Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	21	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.085**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 6 FDEP Site ID No.: COM_82363 (BF561101001)

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/8/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	30000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

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= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

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EXHIBIT 3, Page 7 FDEP Site ID No.: COM_82363, BF561101001

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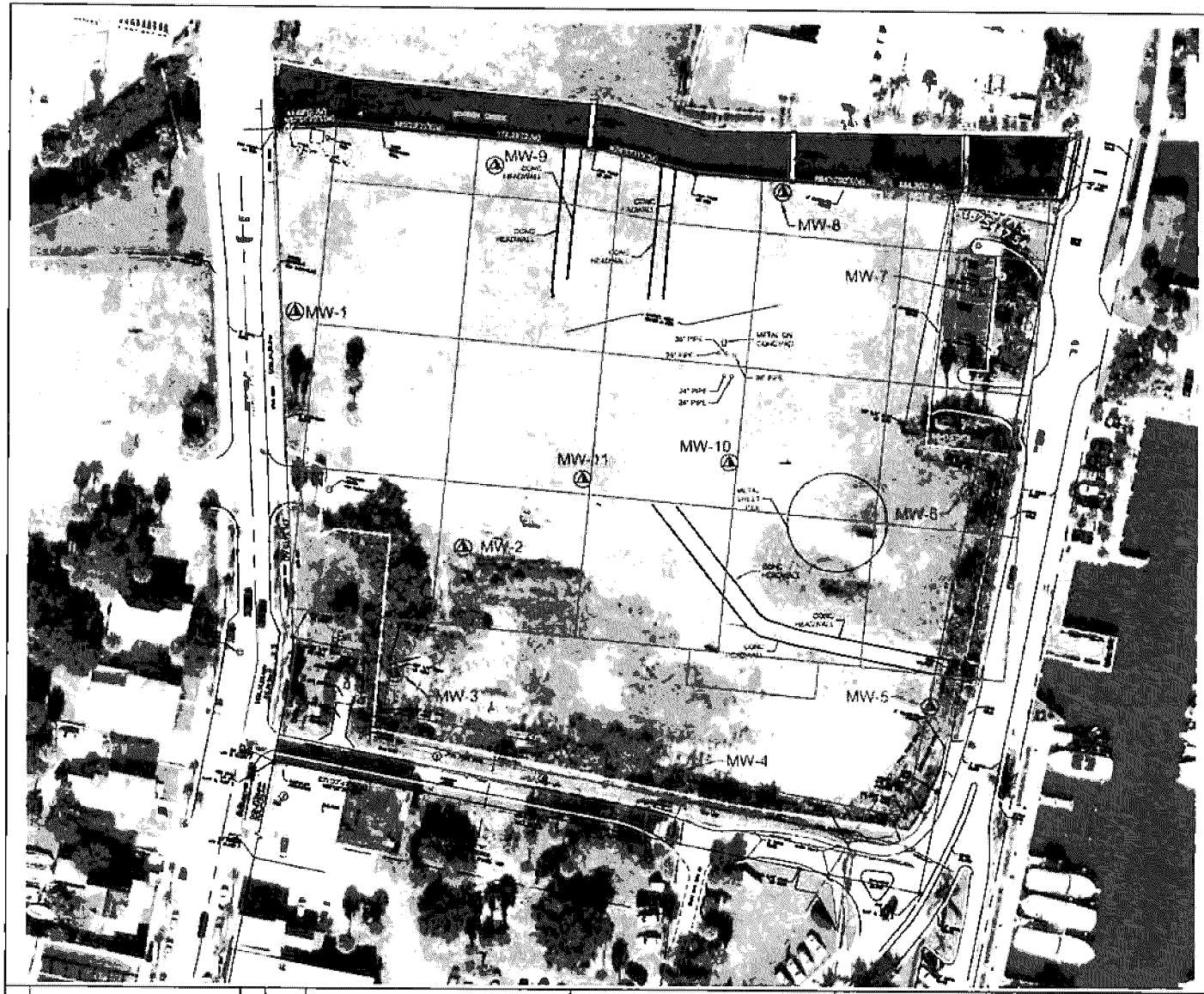

1" = 70'

LEGEND

MW-6 MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

DESIGNED XXX
DRAWN MTP
Q.C.
APPROVED

FIGURE 8
MONITOR WELL LOCATIONS

PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 9

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37	
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5	
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Ethanol	64-17-5	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	o-Xylene	95-47-6	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	p- & m-Xylenes	179601-23-1	ug/L	20	200	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.8		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	2	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3	30	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	NS CTL	550	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	0.68	6	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	NS CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	NS CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	NS CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.6	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	108-96-3	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Diethylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	1,3-Benzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7	J	0.3	U	4.6	J
8270C	Diethylisophthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodiphenylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Octadecane	593-45-3	ug/l	71	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	UJ	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	UJ	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	1.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily Attorney

_____
Print Name of Notary Public

Linda W Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [illegible] 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

[signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: [signature]
City Attorney

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sket.dwg, 3/21/2017 3:45:20 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

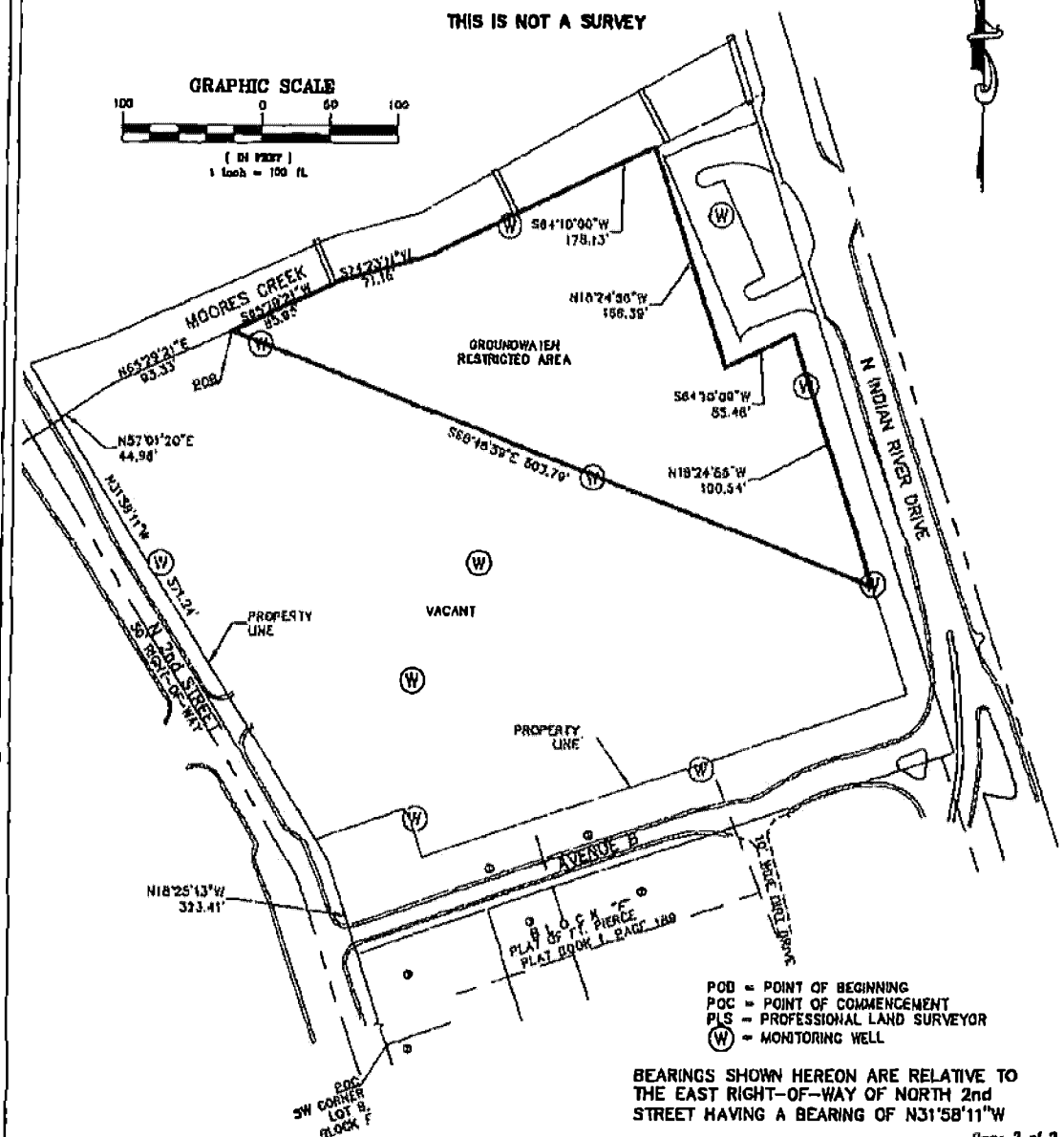
GROUNDWATER RESTRICTED AREA
DESCRIPTION

JOB NO: 13-071 sket.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

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151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "F" - CONSTRUCTION SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 1/16/22
7		[illegible]	[illegible]	[illegible]	[illegible]
8		Site Work - Remove buried Concrete and Unknown Debris	180 days	Tue 11/2/21	Sat [illegible]
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		[illegible]	[illegible]	[illegible]	[illegible]
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		[illegible]	[illegible]	[illegible]	[illegible]
17		Property Turnover to Main Sail Group	30 days	Sun 3/12/23	Mon [illegible]
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		[illegible]	[illegible]	[illegible]	[illegible]
23		Construction Duration	900 days	Sat 6/10/23	Tue 11/25/25
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		[illegible]	[illegible]	[illegible]	[illegible]
29		Construction Process	365 days	Tue 11/26/24	Tue [illegible]
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		[illegible]	[illegible]	[illegible]	[illegible]
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



King's Landing Phasing Schedule

Page 1

Wed 8/4/21

EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

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

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

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

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

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

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

SAMPLE

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

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

SAMPLE

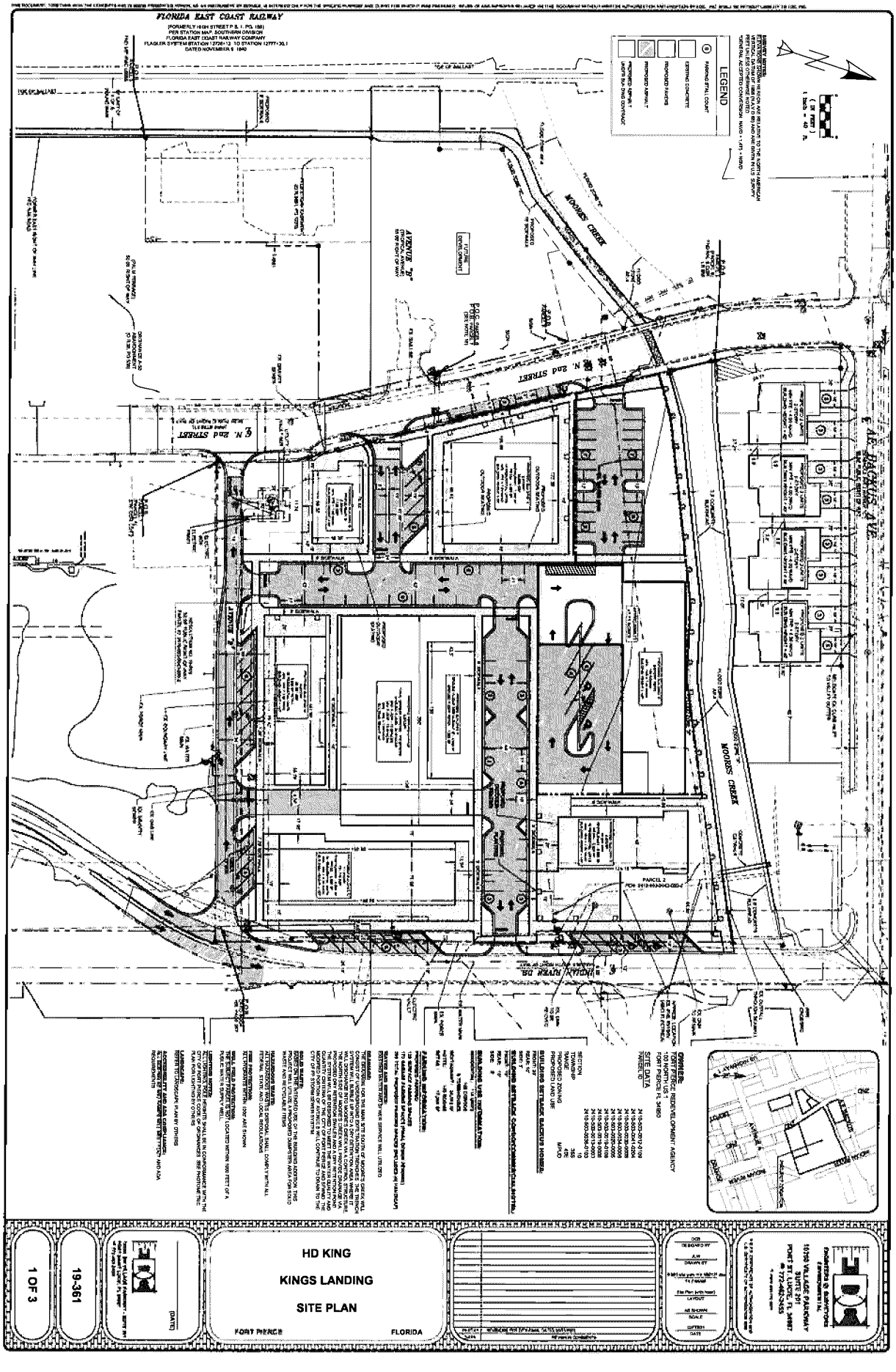
§ 16 Modifications to this bond are as follows:

SAMPLE

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



JONES
FOSTER

April 5, 2024

Sara Hedges
City Attorney
shedges@cityoffortpierce.com
City of Fort Pierce
100 N U.S. 1 Highway
Fort Pierce, Florida 34950

Re: Audubon Development, Inc.'s Response In Opposition to the City's Notice of Default

Ms. Hedges:

Jones Foster, P.A. represents Audubon Development, Inc. ("Audubon"). The Firm has been retained relative to the Amended and Restated Agreement for Development of King's Landing, executed February 8, 2022, and the First Amendment to the Amended and Restated Agreement for Development of King's Landing, executed November 8, 2022 (collectively, the "Development Agreement"). This letter responds to the purported Notice of Default, regarding an alleged missed permit deadline, issued by the City on March 21, 2024.

The City's Request for Proposals Regarding King's Landing

As you know, Audubon responded to the City's request for proposals ("RFP") relating to the "King's Landing" property (the "Property"). The H.D. King Powerplant (the "Powerplant") was previously located on the Property. The City represented (1) that the Powerplant was demolished, (2) that the Property was completely remediated, and (3) that the Property offered a "blank slate" for redevelopment.

The City's RFP provided no notice of demolition debris remaining on the Property and no notice of the significant title defects encumbering the Property. Relying on the City's representations, Audubon submitted its proposal. Audubon's proposal was found by the City to have presented the most advantageous proposal.

City Misrepresentations Relating to the Property

After the proposal's acceptance, the City's misrepresentations regarding the Property's readiness for development began to surface.

Scott G. Hawkins
Lainey W. Francisco
D 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com
lfrancisco@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

No Clear and Unencumbered Title

The City did not have clear and unencumbered title to the Property. Indeed, there were several title encumbrances that prevented development and required significant time and effort to resolve. Various parts of the property were formerly submerged lands and potentially subject to state sovereignty rights. The Property was also encumbered by multiple platted public roads that crossed through the site. The City failed to notify those participating in the RFP that the Property contained significant title encumbrances which would have to be resolved before the property could be developed. These title defects were not uncovered until Audubon obtained a title search and had already invested considerable time and money.

No Clean Slate for Redevelopment

Contrary to the City's representations, the Property was not fully remediated following the City's 2008 demolition of the Powerplant. In fact, 3-D radar imaging revealed demolition debris was buried on the site. The sub-surface condition made redevelopment in any significant manner impossible without removal of the debris. Excavation was required to determine the extent of the debris. Further, FDEP approval and supervision would be required to initiate that process.

Despite its responsibility for the 2008 demolition, the City failed to inform Audubon that significant portions of the Powerplant itself remained on the Property. Specifically, Audubon's excavation revealed that the Powerplant's concrete foundations, water intake ducts, and storage tanks were buried between 5 and 10 feet below the surface. Obviously, the Property was <u>not</u> fully remediated following the Powerplant's demolition and was <u>certainly not</u> a "blank slate" for redevelopment. Little more than a park could have been developed on the Property as it was, let alone the multi-story, waterfront structures requested by the City, which necessitated underground pilings.

Audubon Assists the City Despite its Misrepresentations

To move forward with the project, which has significant public support, Audubon agreed to work with the City to cure several title defects and to remediate the Property.

Audubon Helps Cure Title

Despite the City being contractually responsible for curing the title encumbrances, Audubon was forced to step in to help resolve the encumbrances to avoid delaying the project. Audubon's consultants researched and obtained historical records and facilitated discussions between the City and the State regarding the State disclaiming its potential sovereignty rights to the Property. Audubon also reviewed the plat dedications encumbering the Property and worked with the City on their release.

Audubon Remediates Demolition Debris

When the buried debris was discovered through soil boring and imaging, Audubon approached the City for a solution. The City refused to work with Audubon on removing the debris until a site plan was submitted. The City reasoned that it did not want to remove any more debris than was absolutely necessary. Audubon complied and worked with the City on several iterations of its site plan.

When the site plan was approved, the City still refused to remove the debris from the Property. Concerned that the City's behavior would continually delay the project, Audubon contacted the Florida Department of Environmental Protection ("FDEP") for permission to the remove the debris. After months of working with the FDEP on the City's behalf, Audubon received approval for excavation.

Audubon began excavating the site and found entire portions of the Powerplant buried in the ground. In total, approximately 1,500 tons of concrete and debris were removed from the Property's subsurface. Audubon also filled the craters where the Powerplant's foundation and debris were removed. After 22 months and costs estimated to exceed 1.5 million dollars, the Property was deemed fully remediated by the FDEP in August 2023.

As a result of the City's misrepresentations regarding the Property's condition, Audubon incurred additional project delays that never could have been accounted for at the time of closing when project deadlines were set.

The City Delays the Project Review Process

The City promised Audubon a "fast-tracked" review process. Audubon relied on this promise. Despite the City's representation, Audubon was met with several planning and zoning delays by the City. Instead of "fast tracking", the City actually slow-rolled the review process.

City review was a necessary precursor to the submission of building plans and permits. The City's review delays consumed the time remaining in the agreed upon development schedule.

When the City issued its purported Notice of Default, Audubon was still waiting for the City's review of multiple items, which was required prior to submission of any building plan or permit.

The City Wrongfully Declares Default Against Audubon

The City issued its Notice of Default in relation to a purported missed building permit deadline. The City did so, despite being the cause of the delays relating to the missed deadline. On this basis, the City now attempts to declare Audubon's default and to retake the Property. Note, the Property has significantly increased in value as a result of Audubon's legal work and remediation efforts.

The City's Failure to Comply with the Development Agreement

The City cannot declare default without being in compliance with the Development Agreement, itself. The City's numerous misrepresentations constitute a violation of the Development Agreement.

Further, the City has yet to reimburse Audubon for the Property's debris remediation. Pursuant to Paragraph 27 of the Development Agreement, the City agreed "to promptly reimburse Audubon for the cost of the Debris Removal." Despite releasing a portion of the costs held in escrow, the City has yet to fully reimburse Audubon.

Due to its misrepresentations relating to the Property and its failure to reimburse Audubon for remediation of the Property, the City has failed to comply with its own obligations under the Development Agreement. Paragraph 10 of the Development Agreement mandates that the City first be in compliance with its provisions before alleging default. Thus, Audubon cannot be deemed to have defaulted, and the City's attempt to allege such default is wrongful and invalid. Any attempt by the City to retake the Property under these circumstances would represent a violation of due process and an interference with Audubon's protected property rights.

Audubon's Continued Commitment to King's Landing

Despite its frustration with the City's misrepresentations and delays, Audubon remains steadfast in its intent to provide the City with a beautiful mixed use development that enhances the value of the community. Audubon will submit modified deadlines and additional information to the City's officials. Audubon would welcome the opportunity to work with the City to come to a resolution that would benefit both parties and the community. However, if the City fails to rescind its purported Notice of Default by 5:00p.m. on April 12, 2024 and attempts to retake the Property, Audubon will have no choice but to defend its rights pursuant to the Development Agreement and the applicable laws.

Sincerely yours,

JONES FOSTER P.A.

/s/ Scott G. Hawkins

Scott G. Hawkins
Lainey W. Francisco

SGH:ZSF

JONES
FOSTER

April 16, 2024

VIA ELECTRONIC MAIL

Sara Hedges, Esq.
shedges@cityoffortpierce.com
City Attorney, Fort Pierce
100 N U.S. 1 Highway
Fort Pierce, FL 34950

Re: **Audubon Development, Inc.'s Request for Extension of Time to Address the City's Notice of Default**

Dear Attorney Hedges:

Jones Foster, P.A. submits this letter request on behalf of Audubon Development, Inc. ("Audubon") and in furtherance of our discussions on Tuesday April 16, 2024.

The purpose of this letter is to request that the City of Fort Pierce toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024. This extension of time is requested to afford Audubon an opportunity to present to the City and the FPRA a plan to address the City's concerns with a view to completing the King's Landing project. In this regard, it is understood that the Board of the FPRA is meeting on May 14. It is Audubon's plan, and consistent with prior comments from the City Manager to Dale Matteson, to appear before the FPRA Board to present a revised plan and timeline for moving forward and to address the City's questions and concerns at such time.

Audubon remains steadfast in its intent to provide the City with a beautiful mixed-use development that enhances the value of the community. With a view to completing this project, Audubon will submit proposed modified deadlines and address the City's concerns at the FPRA meeting on May 14, 2024.

Very truly yours,

JONES FOSTER P.A.

/s/ Scott G. Hawkins
Scott G. Hawkins

Florida Bar Board Certified Business Litigation Attorney

SGH:ZSF
cc: Lainey W. Francisco, Esq

Scott G. Hawkins
D 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

May 1, 2023

Scott G. Hawkins, Esq.
Jones Foster PA
shawkins@jonesfoster.com

RE: Audubon Development, Inc. – Kings Landing

Dear Mr. Hawkins:

At its special meeting on Friday, April 19, 2024, the Mayor and City Commission considered your request that the City of Fort Pierce toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024 with regard to the Kings Landing project and the development agreement.

The Mayor and City Commission approved providing an additional 45 days to cure the default that was issued on March 21, 2024.

It is our understanding that Mr. Matteson will appear before the FPRA Board along with Marriott Corporation to present a revised plan and timeline for moving forward at the meeting on May 14, 2024.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Nick Mimms, City Manager
Sara Hedges, City Attorney

JONES
FOSTER

June 4, 2024

VIA ELECTRONIC MAIL (shedges@cityoffortpierce.com)

Sara Hedges, Esq.
City Attorney
City of Fort Pierce
100 N US 1 Highway
Fort Pierce, Florida 34950

Re: King's Landing / Audubon Development / Concrete Remediation

Dear Sara:

In response to the City's request for a calculation of remediation costs, I have attached three sets of invoices.

The first set of invoices (attached as Exhibit "A") pertains to services rendered by Andersen Andre Consulting Engineers, Inc. These invoices include the costs for geotechnical engineering evaluations necessary prior to the removal of the buried concrete as well as the costs for environmental and groundwater monitoring which was required by the Florida Department of Environmental Protection throughout the remediation. These costs total $60,758.00

The second set of invoices (attached at Exhibit "B") pertains to services rendered by Conkling & Lewis Construction, Inc. These invoices include costs for removal of the buried concrete, for materials and work necessary to fill the void left by the concrete, and for management of the remediation project. These costs total $959,446.30.

Scott G. Hawkins
T 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com

505 South Flagler Drive, Suite 1100, West Palm Beach, FL 33401
jonesfoster.com

The third set includes an invoice (attached as Exhibit “C”) which pertains to services rendered by Engineering Design & Construction, Inc. This invoice includes costs related to the site plan required by the City prior to the commencement of remediation. These costs total $77,340.00.

We are not presenting at this time the legal fees and administrative costs incurred by Audubon and necessitated by the concrete removal and remediation. Audubon reserves the right to include those costs and fees in the event of litigation.

Sincerely,

JONES FOSTER P.A.

/s/ Scott G. Hawkins

Scott G. Hawkins

SGH/ts

cc: Lainey Francisco, Esq.

#5585050 v1 33244-00001

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A20-2992
Invoice Date: March 4, 2020
AACE Project No: 20-113

Bill To: Audubon Development, Inc.
PO Box 981
Palm Beach, FL 33480

Attention: Mr. Dale Matteson

EXHIBIT
A

LIMITED SUBSURFACE SOIL EXPLORATION AND
PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION
KING'S LANDING DEVELOPMENT
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

(Unit fees per AACE Proposal P19-1387 dated January 7, 2020 (revised)

1.	Layout of Boring Locations and Coordination of Underground Utility Clearance:	
	Staff Engineer; 3 hours @ $80.00/hour	$240.00
2.	Mobilization/Demobilization of drilling equipment	$300.00
3.	Standard Penetration Test borings (2 borings to 75 feet, 5 borings to 20 feet):	
	150 feet of borehole of depths 0-25 feet @ $14.00/foot	$1,820.00
	50 feet of borehole of depths 26-50 feet @ $15.00/foot	$750.00
	50 feet of borehole of depths 51-75 feet @ $17.00/foot	$850.00
	Grouting of boreholes; 4 hours @ $125.00/hour	$500.00
4.	SFWMD Exfiltration Tests: 2 tests @ $400.00/test	$800.00
5.	Test Pit Excavations:	
	Rental of Excavator; 1 day @ $1,500.00/day (incl. mob/demob, fuel, insurance, etc.)	$1,500.00
	Operator; 8 hours @ $55.00/hour	$440.00
	Staff Engineer; 8 hours @ $80.00/hour	$640.00
6.	Laboratory Testing Program:	
	Moisture Content (ASTM D2216); 10 tests @ $25.00/test	$250.00
	Fines Content (ASTM D1140; 10 tests @ $50.00/test	$500.00
7.	Engineering Services & Report Preparation:	
	Principal Engineer (P.E.); 1 hour @ $155.00/hour	$155.00
	Senior Project Engineer (P.E.); 4 hours @ $130.00/hour	$520.00
	Project Engineer (P.E.); 7 hours @ $100.00/hour	$700.00
	CAD/Drafting; 4 hours @ $58.00/hour	$232.00
	Clerical Services; 2 hours $48.00/hour	$96.00

TOTAL INVOICE AMOUNT $10,293.00

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-3721

Invoice Date: February 28, 2022

AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480

Attention: Mr. Dale Matteson, Pres.

Subject:

ENVIRONMENTAL CONSULTING SERVICES
GROUNDWATER SAMPLING AND ANALYTICAL TESTING
KINGS LANDING
FORT PIERCE, FLORIDA

1) Retainer per AACE Proposal No. P21-2147 dated December 20, 2021 . . . . . $7,000.00

Invoice Amount:	**. $7,000.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-3786

Invoice Date: April 20, 2022

AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480

Attention: Mr. Dale Matteson, Pres.

Subject:

ENVIRONMENTAL CONSULTING SERVICES
GROUNDWATER SAMPLING AND ANALYTICAL TESTING
KINGS LANDING
FORT PIERCE, FLORIDA

1) Project Coordination (review of available information, site visit, utility clearance, etc.);
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Groundwater Monitoring Well Installation;
   - Mobilization of Drilling Equipment; lump sum $350.00
   - 9 wells to 15 feet @ $40.00/foot $5,400.00
   - Decontamination Between Wells; 3 hours @ $125.00/hour $375.00
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - 55-gallon Drums for Development Water & Drilling Cuttings; 2 drums @ $175.00/drum $350.00

3) Field Sampling (9 Monitoring Wells);
   - Staff Engineer; 10 hours @ $85.00/hour $850.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

4) Laboratory Testing (9 Groundwater Samples):
   - EPA Method 8270 - 9 samples @ $150.00/sample $1,350.00
   - Vanadium - 9 samples @ $50.00/sample $450.00

5) Less Retainer Received ..... < -$7,000.00>

Invoice Amount:	**..... $4,790.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A22-3963
Invoice Date: October 6, 2022
AACE Project No: 22-287

Bill To:

Audubon Development, Inc.
PO Box 981
Palm Beach, FL 33480

Attention: Mr. Dale Matteson

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
KINGS LANDING VILLAS
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

---

1. Lump sum per AACE Proposal No. P22-2238 (dated 09/09/22) $3,960.00

TOTAL THIS INVOICE $3,960.00

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-4134
Invoice Date: April 27, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

NATURAL ATTENUATION MONITORING PLAN
YEAR NO. 1, EVENT NO. 1
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Project Coordination;
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Groundwater Monitoring Well Installation;
   - Mobilization of Drilling Equipment; lump sum $400.00
   - Wells, Pads & Riser Construction; 9 wells @ $1,200.00/well. $10,800.00
   - Well Permits; 9 wells @ $50.00/well $450.00
   - Staff Engineer (Well Development); 16 hours @ $85.00/hour $1,360.00
   - 55-gallon Drums for Development Water & Drilling Cuttings; 2 drums @ $175.00/drum $350.00

3) Field Sampling (9 Monitoring Wells x 2 Sampling Events);
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - YSI Water Meter Rental; lump sum $500.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

4) Monitoring Well Elevation Survey and Groundwater Flow Determination;
   - Project Engineer; 10 hours @ $105.00/hour $1,050.00
   - Senior Field Technician; 10 hours @ $65.00/hour $650.00

5) Laboratory Testing [10 Groundwater Samples (9 samples + 1 duplicate sample)]:
   - EPA Method 8270 - 10 samples @ $150.00/sample $1,500.00
   - Vanadium - 10 samples @ $50.00/sample $500.00

6) Engineering Services & NAM Report Preparation:
   - Principal Engineer - 1 hour @ $195.00/hour $195.00
   - Project Engineer - 13 hours @ $125.00/hour $1,625.00
   - Technical Draftsman - 10 hours @ $60.00/hour $600.00
   - Secretary - 5 hours @ $50.00/hour $250.00

Invoice Amount:	**..... $22,895.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-4204
Invoice Date: July 21, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

NATURAL ATTENUATION MONITORING PLAN
YEAR NO. 1, EVENT NO. 2
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Project Coordination;
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Field Sampling;
   07/05/23 - 9 monitoring wells
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - YSI Water Meter Rental; lump sum $500.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

   07/15/23 - 1 monitoring well
   - Staff Engineer; 4 hours @ $85.00/hour $340.00
   - Senior Field Technician; 2 hours @ $65.00/hour $130.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $50.00

3) Laboratory Testing [9 Groundwater Samples]:
   - EPA Method 8270 - 9 samples @ $150.00/sample $1,500.00
   - Vanadium - 10 samples (9 wells + 1 resampling event) @ $50.00/sample $500.00

4) Engineering Services & NAM Report Preparation:
   - Principal Engineer - 1 hour @ $195.00/hour $195.00
   - Project Engineer - 13 hours @ $125.00/hour $1,625.00
   - Technical Draftsman - 10 hours @ $60.00/hour $600.00
   - Secretary - 5 hours @ $50.00/hour $250.00

Invoice Amount:	**..... $8,355.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A23-4226
Invoice Date: August 16, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

ABANDONMENT OF MONITORING WELLS
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Lump sum per AACE Proposal P23-2706 dated August 11, 2023	$3,465.00
Invoice Amount:	**. $3,465.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

EXHIBIT
B

April 10, 2024

Dale Matteson
Audobon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480

RE: Re-Cap of Conkling & Lewis Invoicing and Cost/Fees:

Invoiced:

Demolition/Removal	01	$117,024.58	
	02	163,872.00	
	03	59,389.33	
Adjusted Invoice	04	4,540.47	
			$ 344,826.37
Earthwork	01	$177,957.50	
	02	77,781.12	
			$ 255,738.67
	Invoiced to Date		$ 600,565.05

Cost/Fees not included
from earlier invoicing

	Cost from a previous invoice	$ 24,381.29
	Cost of Trailer	$ 16,000.00
Pre-Con		
	Pre-Con Fee	$ 318,500.00
Total Cost/Fees		$ 959,446.30

EXHIBIT
C

Engineering Design & Construction, Inc.
10250 SW Village Parkway Suite 201
Port St. Lucie, FL 34987

ENGINEERS & SURVEYORS
ENVIRONMENTAL

Invoice

Date	Invoice #
3/14/2022	

Bill To

Audubon Development Dale Matteson
184 Sunset Avenue, # 38 Palm Beach, FL 33480

Kings Landing Site Plan

P.O. No.	Terms	Account #	Project
	Net 15		Kings Landing - 19-361

Description	Contract Amount	Previously Billed	% Billed
Team / Agency Meetings (T&E)	15,000.00	23,163.75	154.43%
Due Diligence	10,250.00	10,847.50	105.83%
~~PUD Plan & Regulations~~	~~8,500.00~~		~~0.00%~~
Development Review Approval - City of Fort Pierce	12,650.00	12,650.00	100.00%
Prep & Rep of 1st Round Staff Comments	4,800.00	1,380.00	28.75%
Environmental Assessment	1,840.00	1,840.00	100.00%
Boundary / Topo Survey	18,200.00	18,200.00	100.00%
Sketch & Description per Lee Dobbins dated 02/18/2020	1,200.00	1,200.00	100.00%
Photometric Plans approved per Dale Matteson on 04/07/2021	1,450.00	1,450.00	100.00%
Site Plan Graphic	1,700.00	1,700.00	100.00%
Engineer's Cost Estimate (Approved 2/8/22)	1,250.00	1,250.00	100.00%
Updated ALTA to new Commitment date (Approved 3/8/22)	500.00	500.00	100.00%
Reimbursables - 5%			
	77,340.00	74,181.25	

Contract Amount:	$	77,340.00
Billed to Date:	$	74,181.25
Unbilled:	$	11,920.00

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

April 10, 2024

Dale Matteson
Audobon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480

RE: Re-Cap of Conkling & Lewis Invoicing and Cost/Fees:

Invoiced:

Demolition/Removal	01	$117,024.58	
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Cost/Fees not included
from earlier invoicing

	Cost from a previous invoice	$ 24,381.29
	Cost of Trailer	$ 16,000.00
Pre-Con		
	Pre-Con Fee	$ 318,500.00
Total Cost/Fees		$ 959,446.30

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 5, 2022

Bl. #1243
10/14/22
$117,024.58

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-01

MATERIALS:

FDEP (STATE).		$ 250.00
HOME DEPOT/LOWES.		732.80
JM VIKING.		1,766.92
MY SAFETY SIGN.		148.73
RAPID REMOVAL.		65,213.00
ST. LUCIE CO.		38.52
UNITED RENTAL.		1,742.58
	TOTAL MATERIAL	$ 69,892.55

LABOR:

SUPERINTENDENT.		$ 33,600.00
LABORER.		1,935.00
	TOTAL LABOR	$ 35,535.00
G.C. FEE (10%).		$ 10,542.76
G.C. INSURANCE (1%).		$ 1,054.28
	TOTAL INVOICE	$117,024.58

TOTAL INVOICED TO DATE $117,024.58

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

November 16, 2022

PO #RLW
12/5/22
$163,872.60

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-02

MATERIALS:

EAST COAST LUMBER.	$ 71.62
INDIAN RIVER OXYGEN.	5,209.57
RAPID REMOVAL.	127,146.00
UNITED SITE.	800.17
TOTAL MATERIAL	$ 133,227.36

LABOR:

SUPERINTENDENT.	$ 22,200.00
CARPENTER.	5,943.00
TOTAL LABOR	$ 28,143.00

G.C. FEE - BALANCE OF $16,000.00. . . .	$ 888.51
G.C. INSURANCE (1%).	$ 1,613.70
TOTAL INVOICE	$ 163,872.60

TOTAL INVOICED TO DATE $280,897.20

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

December 26, 2022

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-03

MATERIALS:

EAST COAST LUMBER.	$	15.48
RAPID REMOVAL.		40,000.00
UNITED SITE.		1,634.00
TOTAL MATERIAL	$	41,615.82

LABOR:

SUPERINTENDENT.	$	14,850.00
CARPENTER.		2,035.00
TOTAL LABOR	$	16,885.00

G.C. FEE	$	N/C
G.C. INSURANCE (1%).	$	888.51
TOTAL INVOICE	$	59,389.33

TOTAL INVOICED TO DATE $340,286.48

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

June 12, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-01A

MATERIALS:

NATURES KEEPER.		$ 3,234.33
THOMAS PRINTWORKS.		177.33
UNITED SITE.		3,713.98
	TOTAL MATERIAL	$ 7,125.64

LABOR:

SUPERINTENDENT.		$ 18,600.00
CARPENTER.		330.00
	TOTAL LABOR	$ 18,930.00
G.C. FEE		$ 2,605.56
G.C. INSURANCE (1%).		$ 260.56
	TOTAL INVOICE	$ 28,921.76

TOTAL INVOICED TO DATE $369,241.90

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

December 21, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-03

MATERIALS:

ANDERSON ANDRES.	$ 3,860.00
BCM.	139,039.60
CITY OF FT. PIERCE.	500.00
EAST COAST LUMBER.	73.13
FERGUSON.	1,605.00
GOOD NEIGHBOR FENCE.	5,896.40
HOME DEPOT.	667.36
JM VIKING.	1,200.00
PARK'S RENTAL.	171.20
PORT POTTY.	179.76
THOMAS PRINTWORKS.	103.08
UNITED RENTAL.	3,404.32
UNITES SITE SERVICES.	378.44
TOTAL MATERIAL	$ 157,078.30

LABOR:

SUPERINTENDENT.	$ 11,400.00
LABORER.	1,005.00
TOTAL LABOR	$ 12,405.00
G.C. FEE 4%.	$ 6,779.33
G.C. INSURANCE (1%).	$ 1,694.83
TOTAL INVOICE	$ 177,957.50

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

February 20, 2023 Feb 29, 2024

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2024-01

MATERIALS:

BCM CONSTRUCTION.	$ 50,192.00
BCA INC.	790.00
CITY OF FT. PIERCE.	19.00
EAST COAST LUMBER.	83.71
FEDEX.	38.10
GARDEN LOCK & KEY.	160.50
GRAINGER.	325.57
HOME DEPOT.	368.21
JM VIKING.	1,600.00
PARK'S RENTAL.	889.97
REGAL PAINT.	349.21
STATEWIDE INC.	5,250.00
THOMAS PRINTWORKS.	135.99
TOTAL MATERIAL	$ 60,202.26

LABOR:

SUPERINTENDENT.	$ 13,875.00
TOTAL LABOR	$ 13,875.00
G.C. FEE 4%.	$ 2,963.09
G.C. INSURANCE (1%).	$ 740.77
TOTAL INVOICE	$ 77,781.12

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

February 21, 2024

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2024-01B

MATERIALS: PURCHASE AND DELIVERY

OFFICE TRAILER.		$ 16,000.00
	TOTAL MATERIAL	$ 16,000.00
G.C. FEE		$ N/C
G.C. INSURANCE (1%).		$ N/C
	TOTAL INVOICE	$ 16,000.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 1, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-01B

PRE-CON FEE.		$ 318,500.00
	TOTAL MATERIAL	$ 318,500.00
	TOTAL INVOICE	$ 318,500.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 1, 2023

Precon Services

Year 2019	July - December	5 months/22 wks
Year 2020	January - December	12 months/52 wks
Year 2021	January - December	12 months/52 wks
Year 2022	January - December	12 months/52 wks
Year 2023	January - September 19	9 months/42 wks

Greg's average time 4.5hrs/wk @220 wks @ $250.00 per hr.	$247,500.00
Kenny's average time 2.25hrs/wk @218 wks @ $150.00 per hr.	$ 73,500.00
Total	$318,500.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

HARBERT
REALTY SERVICES

MEMORANDUM OF UNDERSTANDING

TO: Dale Matteson – Audubon Development

FROM: Harbert Realty Services, LLC

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: May 9, 2024

This Memorandum of Understanding ("MOU") is an initial summary of a company structure that Harbert Realty Services, LLC. ("HRS") proposes to develop a mixed-use project known as King's Landing in Ft. Pierce, Florida ('Project') with Audubon Development (AD). This MOU will serve as a guide to facilitate associated operative agreements for a Joint Venture structure and an exclusive due diligence period.

1. Joint Venture: To be formed single-asset Delaware limited liability company ("JV") for the development of the project.

2. Purpose: JV will develop and own a Class A, mixed-use project to be known as King's Landing (the "Project") as an investment property. The JV will finance, develop, construct, market, sell/lease residential and commercial spaces and manage the Project.

3. Property: AD owns an approximate 6.8811 acre property located on North 2nd Street in Ft. Pierce, Florida ("Property") and AD shall contribute the property into the JV at a value of $6,100,000 as per below:
   - $4,600,000 allocated to the Project's uses, excluding the Hotel
   - $1,500,000 allocated to the Hotel

4. Project: King's Landing, a Mixed-Use Development in Fort Pierce, FL
   - 106 Condominium Units
   - ±140-Room Tribute Portfolio by Marriott Hotel
   - ±50,000 SF of Retail and Restaurants
   - Land for Future Development
   - 170-Space Structured Parking and 129 Surface Parking Spaces

5. Members: AD and HRS, or their respective affiliates shall be the Members of the JV. The Members ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The JV will be a Delaware limited liability company with HRS and AD acting as the company's Co-Managing Members of the JV.

6. Due Diligence:

Prior to the formation of the JV's, HRS shall have ninety (90) days to perform due diligence including further studies and discovery on: the updated City approved project development schedule, the residential condominiums, hotel, retail, and restaurant markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, confirmation of zoning, density, preliminary design cost and state, county and local incentives. HRS acknowledges receipt of the survey, land appraisal, approved initial site plan (to be reviewed for modification), the initial AD project budget and proforma, and initial Hotel incentive package memorialized in the letter dated August 22, 2022 from St. Lucie EDC to Mainsail.

7. Exclusive/No-Shop:

During the Due Diligence period, HRS will have the exclusive right to JV with AD for the development of the Property and AD will not show or discuss the property to other prospects, developers or potential purchasers or partners.

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure:

All amounts are approximate. Total development cost per AD is estimated to be approximately as follows:

Condos, Retail & Restaurants, and Parking:

• Land Acquisition Costs:	$6,100,000
• Hard Construction Costs:	93,540,000
• Soft Costs:	15,313,600
• TI and FF&E:	1,100,000
• Financing Costs:	2,000,000
• Interest Reserve:	9,225,000
Total, excluding the Hotel:	$127,278,600

Hotel:	$55,000,000

10. Debt/Equity/Structure:

Condominiums, Retail/Office/Restaurant and Parking

Assumptions:
$127,000,000 Estimated Budget
$ 82,550,000 Leveraged Debt – 65%
$ 44,450,000 Cash, Land – 35%

HRS and AD will be co-general partners (GP) in the above uses, which excludes the Hotel. HRS and AD will serve as co-managing members and HRS will have a GP interest of 55%, and AD will have a GP interest of 45%.

HRS will invest up to $2,444,750 of the GP equity in the form of cash; HRS commits to raise an additional $37,405,525 investor limited partners (LP) funds; AD will invest $2,000,250 GP equity in the form of the land, and $2,599,750 LP equity in the form of land. If the construction loan proceeds differ, the GP and LP cash contributions will be modified accordingly. All cost overruns will be funded pro rata based on percentage of ownership. Credits from city incentives or development credits will adjust the GP and LP cash contributions accordingly.

Decision making within the GP will be shared 55% to HRS and 45% to AD.

a. ***Fees*** - Fees will be memorialized in the JV agreement and are subject to Lender approval.

b. ***Marketing & Sales*** – 4% of the Residential Condominium sales. This fee shall be allocated to AD via its newly formed entity licensed and bonded for this Project.

c. ***Development Fee*** - 5% of total design, engineering and construction cost. This fee shall be allocated 85% to HRS, and 15% to AD.

d. ***Guaranty*** – HRS will be a loan guarantor and be paid a Loan and Completion Guaranty Fee of 0.75% of applicable costs, to be defined in the JV agreement, at loan closing and an annual Debt Guarantee fee of .025% of the loan balance until guarantee is retired or not required.

e. ***Construction Management Fee***: TBD

HARBERT REALTY SERVICES

11. Debt/Equity Structure

Hotel

a. ***Development Fee*** – **TBD**

b. ***Pre-Opening and Technical Fees - TBD***

c. ***FF& E/OS&E Sourcing - TBD***

d. ***Hotel Management Fees*** - **TBD**

12. Promote:

The mixed-use components of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR, then GP distributions increase to 30% thereafter.

The hotel promote will be determined…

13. Management Responsibilities:

Subject to the members of the JV preparing and agreeing to a roles and responsibilities matrix to be defined in the Operative Agreements.

14. Transfer Provision:

No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however Members will be permitted to transfer their interest to affiliated entities.

15. Admission of Additional Members:

No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.

16. Buy/Sell Provisions:

The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.

17. Confidentiality:

Prior to the finalization of the JV, HRS and AD agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information"). HRS agrees: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only

Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.

18. Operative Agreements:

a. *Operating Agreement*: The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.

b. *Development Agreements*: JV will enter into Development Agreements with Members.

c. *Management Agreements:* The Company will enter into property management and hotel agreements with Members and for the operation of the day-to-day activities of the Project.

d. *Leasing Agreement:* The Company will enter into a leasing agreement with Members to market, and lease retail and restaurant tenants in the Project.

e. *Sales Agreement*: The Company will enter into a marketing and sales agreement to market and sell the Residential Condominiums.

f. *Guaranty Agreement:* The company will enter into a guaranty agreement with HRS to provide a guaranty on the construction loans.

This MOU contains the general understanding of the parties and is not a legally binding agreement. All legally binding obligations between the parties shall arise only upon the execution of Operating and Development Agreements with the exception of Sections 5, 6 and 7 of the MOU, which shall be binding on both parties. Notwithstanding, both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

By: DAVID MATTESON

Name:

Its: PRESIDENT & CEO

Date: 5.9.24

Harbert Realty Services. LLC:

By:

Name: WILLIAM E WARE

Its: VP OF DEVELOPMENT

Date: 5.9.24

FPRA Regular Meeting - 5:05 p.m. **8. c.**

Meeting Date: June 11, 2024

Re: King's Landing - Reverter

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Resolution FPRA 24-02 Authorizing and Directing to Proceed with the Reverter to Retake the King's Landing Property, to Include Authorization for Litigation.

SUMMARY:

Audubon Development has been notified by the City and the FPRA that it is in default of the Amended and Restated Agreement for Development of King's Landing and the First Amendment thereto. A Notice of Default was sent to Audubon Development by the City Manager on March 21, 2024 due to the failure of Audubon Development to submit the application for building permits or DPCR approval for Phase 2 by the March 18, 2024 deadline to do so. Audubon subsequently requested an extension of the cure period, which was granted by the City Commission and the FPRA. The cure period was extended to June 4, 2024. Audubon Development failed to apply for the required building permits or DPCR approvals during the extended cure period and continues to be in default. Additionally, on June 16, 2024, pursuant to the Amended and Restated Agreement for Development of King's Landing and the First Amendment thereto, Audubon Development is required to Commence Construction on Phase 2.

The prepared Resolution authorizes and directs the City Attorney, or their designee, to proceed with exercising the Reverter to re-enter and retake the King's Landing Property, to include the initiation of litigation.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Nicholas Mimms, City Manager
Shyanne Harnage, Community Redevelopment Agency Administrator

---

Attachments

Amended and Restatement Agreement for Development of King's Landing

First Amendment to the Amended and Restated Agreement for Devleopment of King's Landing

Notice of Default

Audubon's Response to the Notice of Default

Audubon's Request to Extend Cure Period

Letter to Audubon Granting Cure Period Extension

Resolution

Kings Landing MOU

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

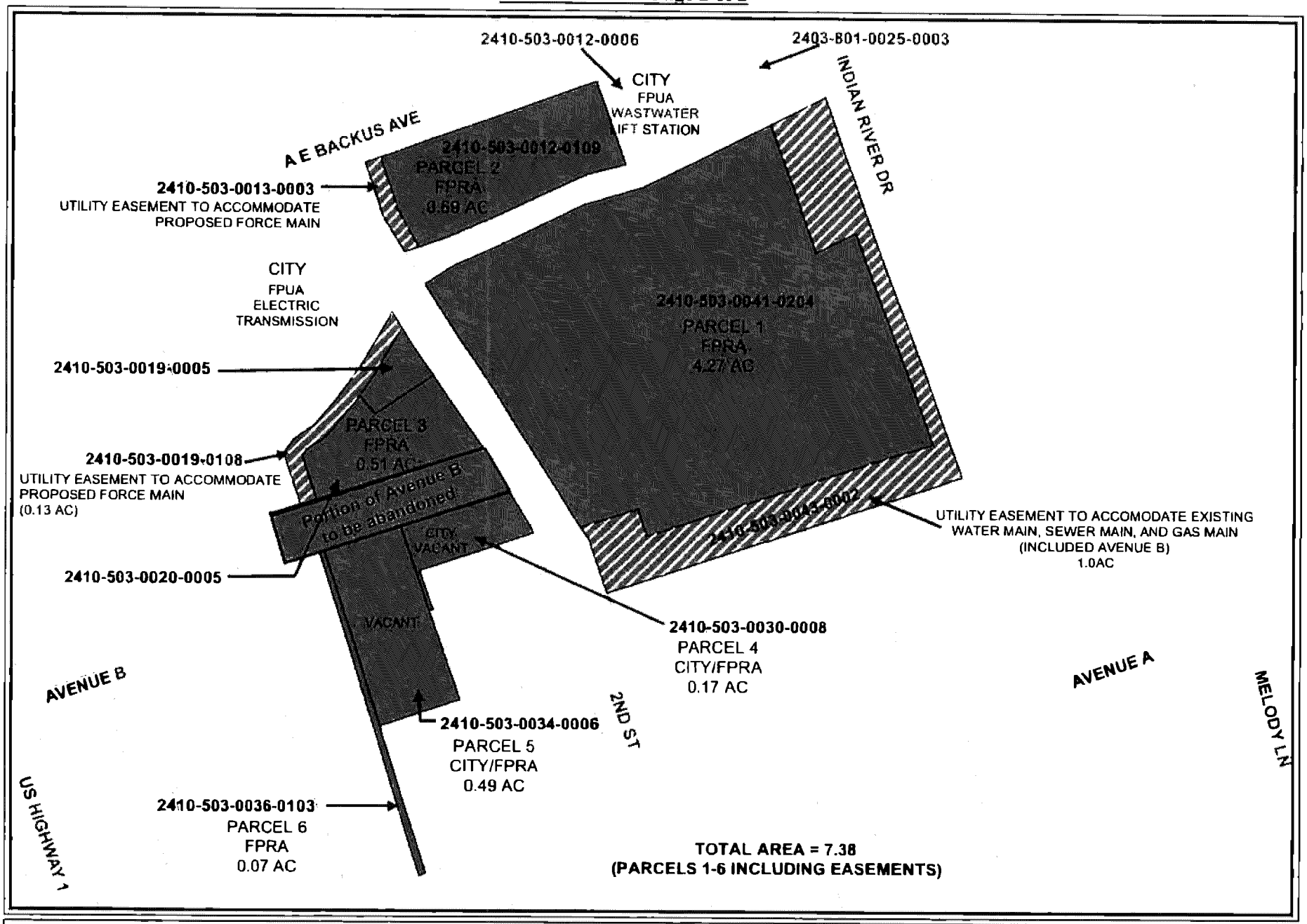
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

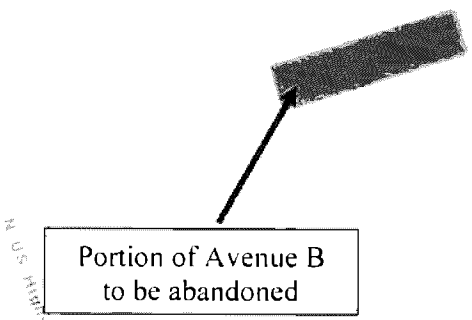


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

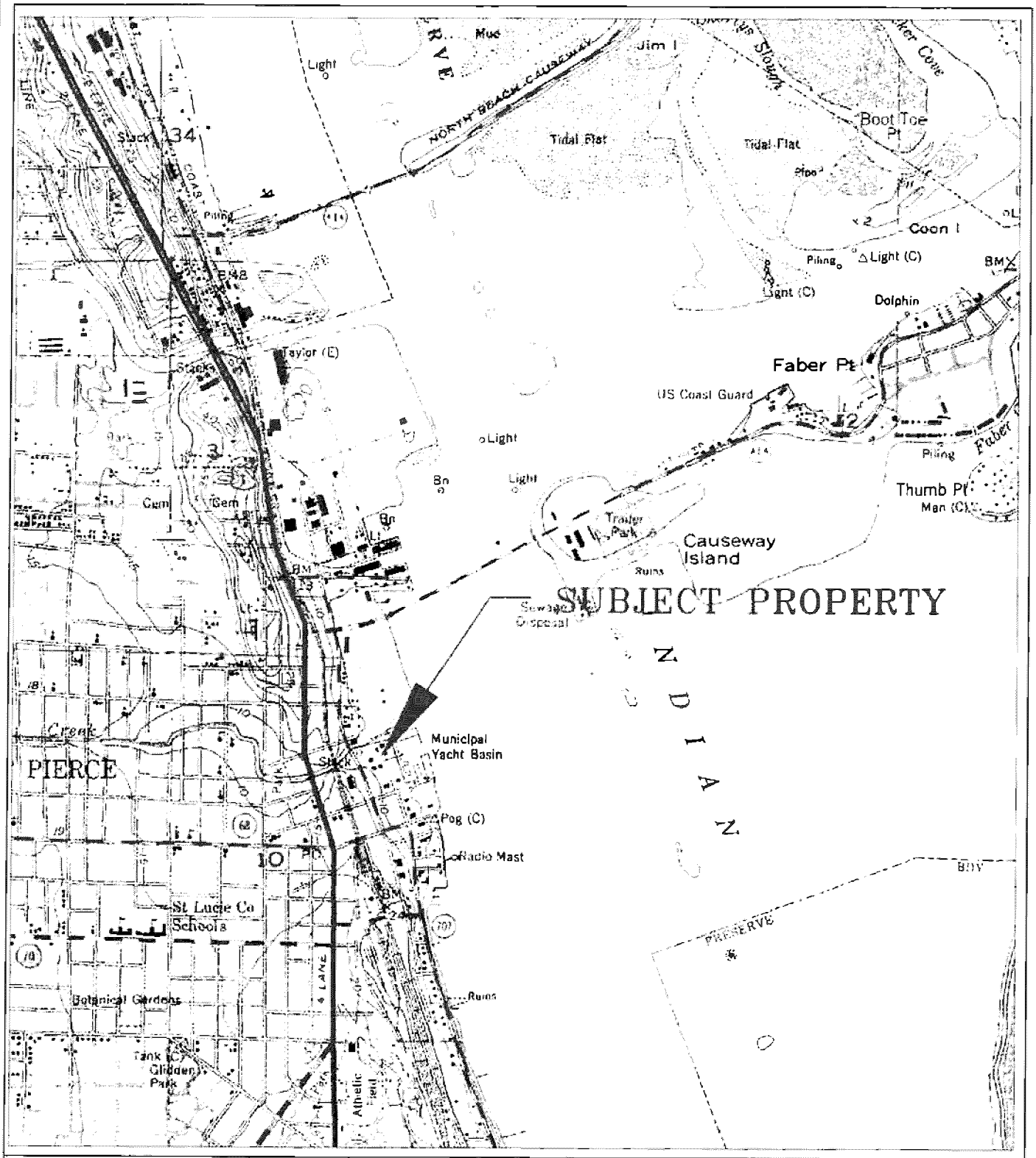
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

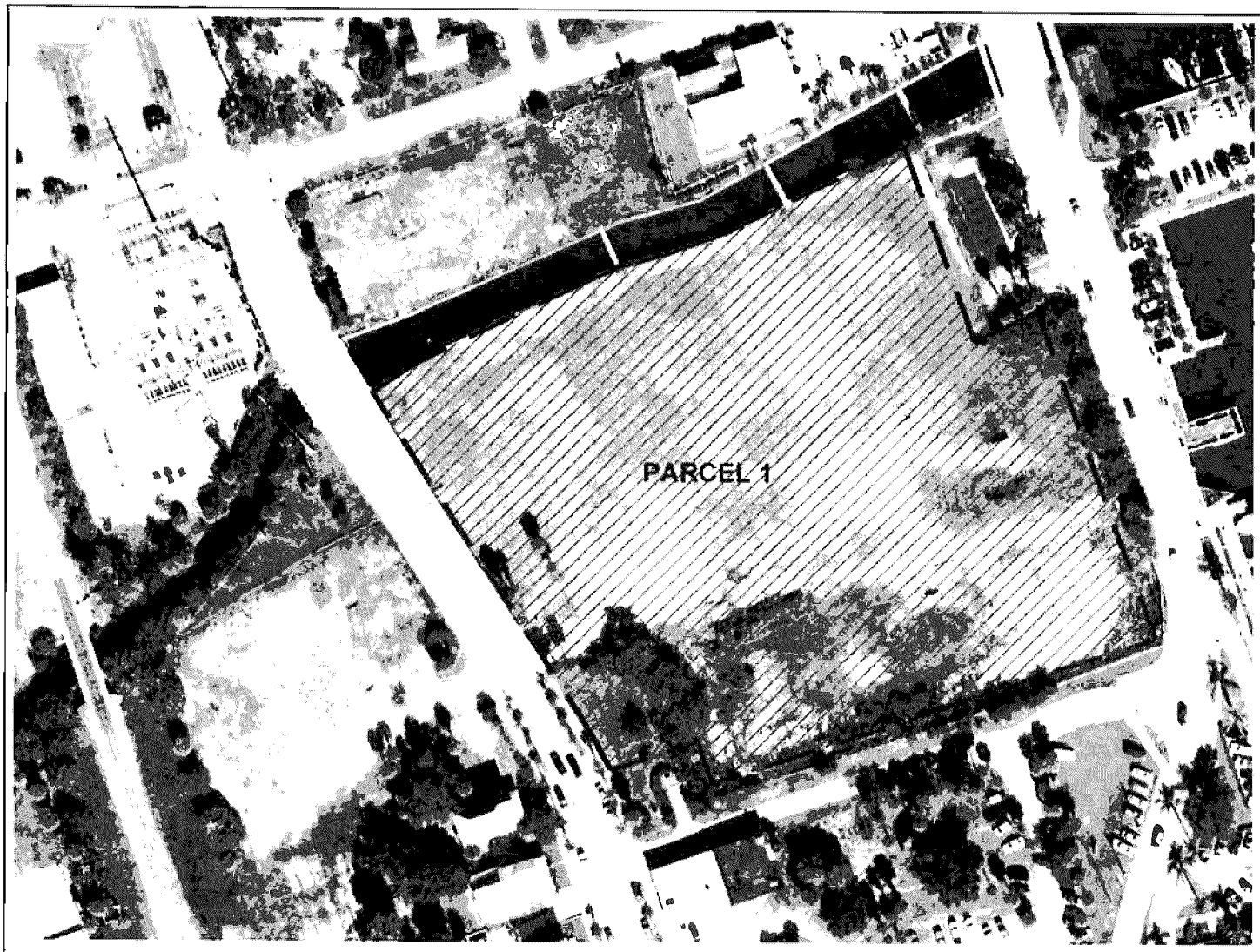


Cardno
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

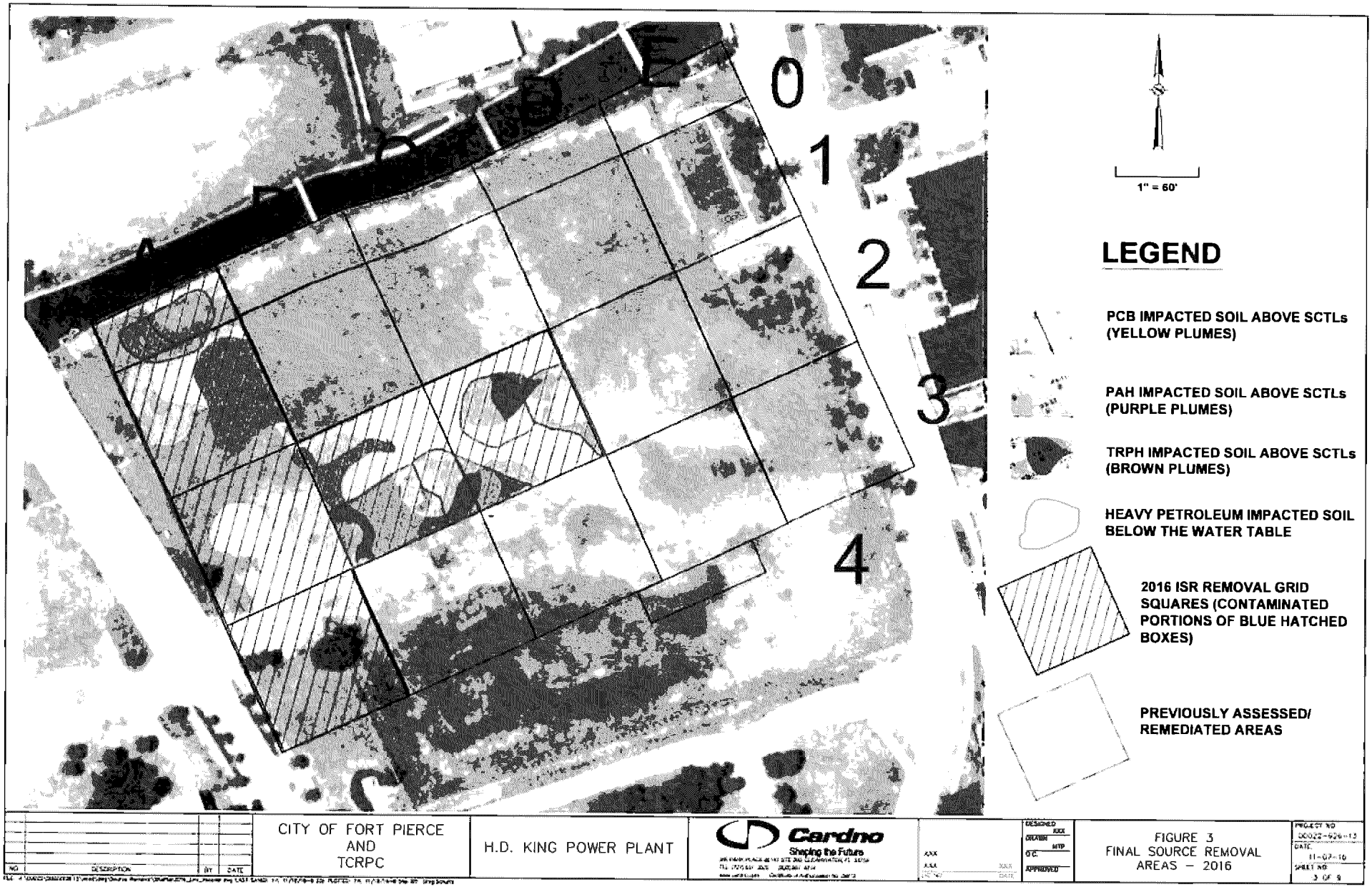
Cardno
Shaping the Future

DESIGNED XXX
DRAWN MTP
QC
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

PROJECT NO. 00022-926-13
DATE 11-1-16
SHEET NO. 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001



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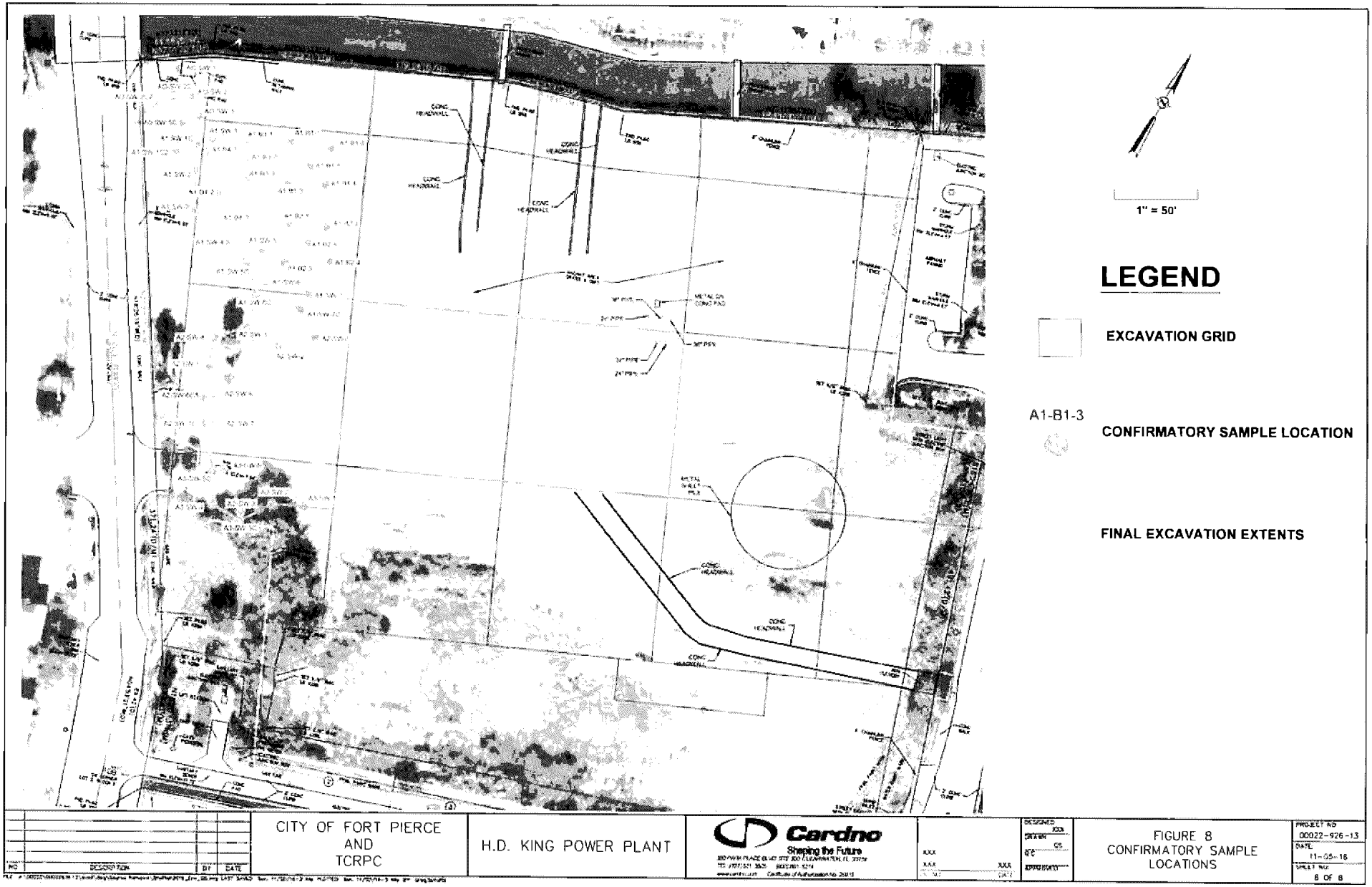

EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2738

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	88	0.034	U	0.112		0.131		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	**0.079**		**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

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Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo[k]fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.824		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 5 FDEP Site ID No : COM_82363, BF561101001

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Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	21	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.085**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

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H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/8/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	30000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

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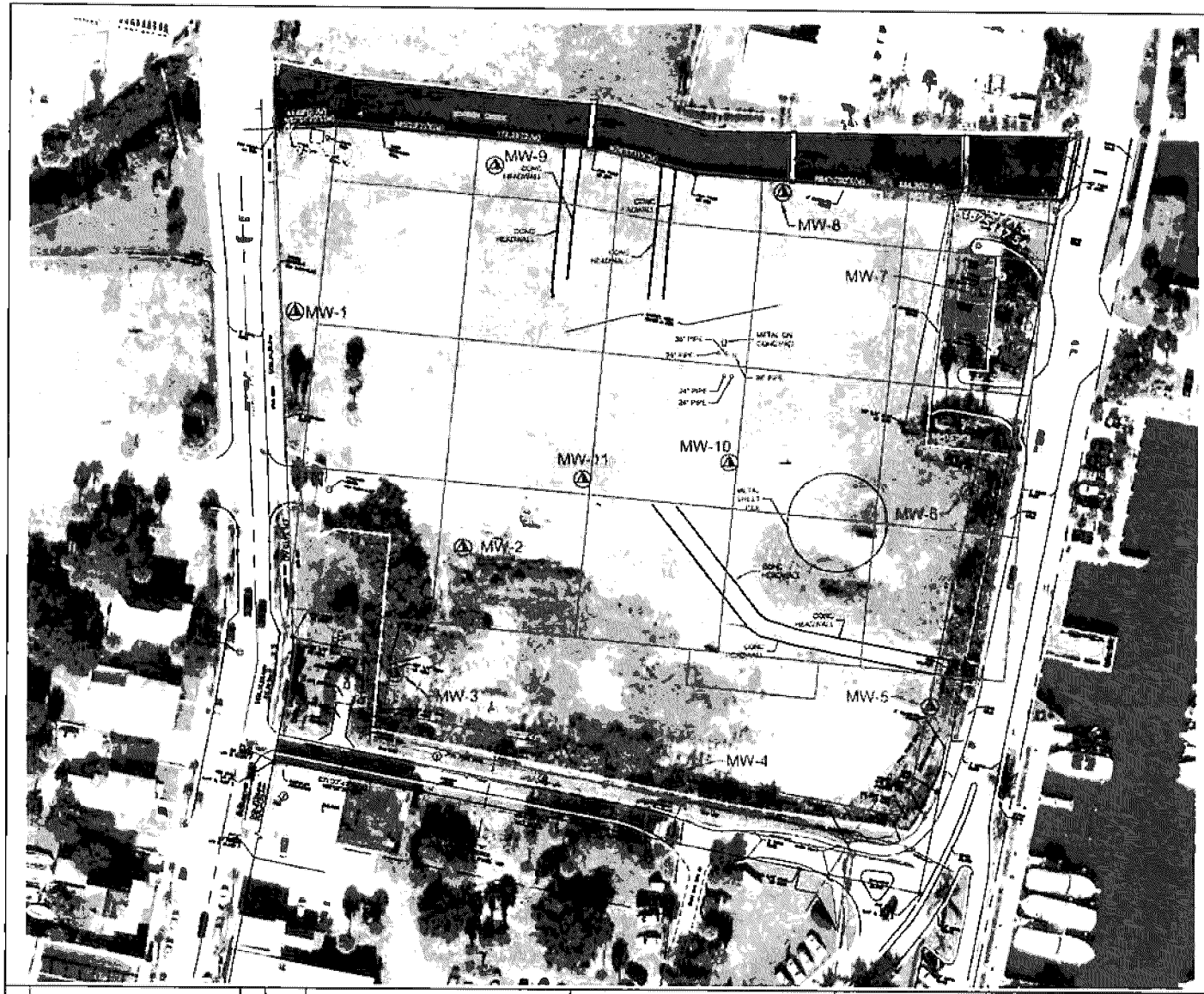

1" = 70'

LEGEND

MW-6 MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

DESIGNED XXX
DRAWN MTP
Q.C.
APPROVED

FIGURE 8
MONITOR WELL LOCATIONS

PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 9

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37	
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5	
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Ethanol	64-17-5	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	o-Xylene	95-47-6	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	p- & m-Xylenes	179601-23-1	ug/L	20	200	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.8		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	2	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3	30	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	NS CTL	550	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	0.68	6	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	NS CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	NS CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	NS CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.6	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	108-96-3	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Diethylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	1,3-Benzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7	J	0.3	U	4.6	J
8270C	Diethylisophthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodiphenylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Octadecane	593-45-3	ug/l	71	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	UJ	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	UJ	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	1.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily Attorney

_____
Print Name of Notary Public

Linda W Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [illegible] 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

[signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: [signature]
City Attorney

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sket.dwg, 3/21/2017 3:45:20 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

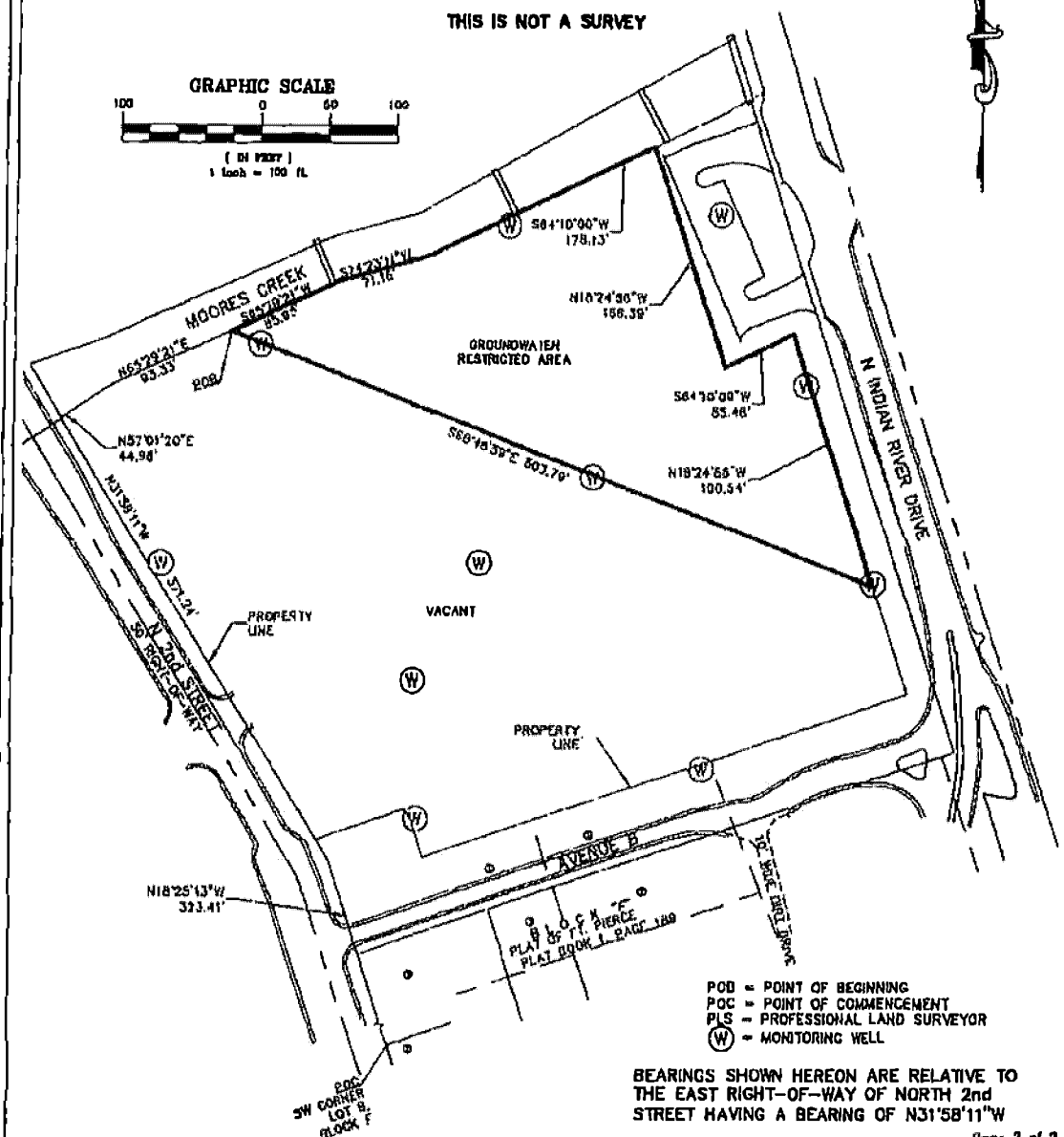
GROUNDWATER RESTRICTED AREA
DESCRIPTION

JOB NO: 13-071 sket.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sked.dwg, 3/21/2017 3:45:57 PM

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CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "F" - CONSTRUCTION SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 1/16/22
7		[illegible]	[illegible]	[illegible]	[illegible]
8		Site Work - Remove buried Concrete and Unknown Debris	180 days	Tue 11/2/21	Sat [illegible]
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		[illegible]	[illegible]	[illegible]	[illegible]
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		[illegible]	[illegible]	[illegible]	[illegible]
17		Property Turnover to Main Sail Group	30 days	Sun 3/12/23	Mon [illegible]
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		[illegible]	[illegible]	[illegible]	[illegible]
23		Construction Duration	900 days	Sat 6/10/23	Tue [illegible]
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		[illegible]	[illegible]	[illegible]	[illegible]
29		Construction Process	365 days	Tue 11/26/24	Tue [illegible]
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		[illegible]	[illegible]	[illegible]	[illegible]
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



King's Landing Phasing Schedule

Page 1

Wed 8/4/21

EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

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

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

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

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

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

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

SAMPLE

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

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

SAMPLE

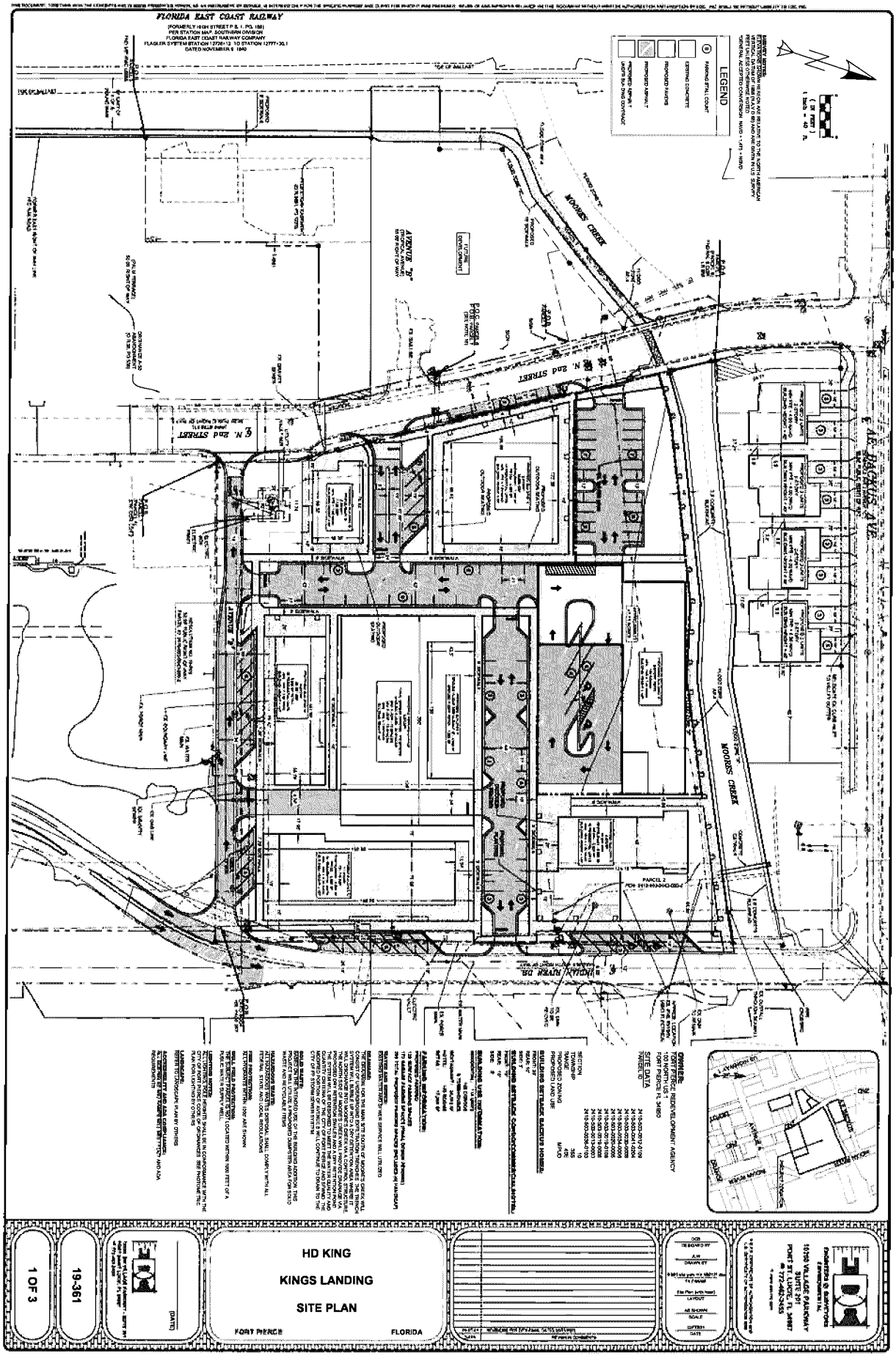
§ 16 Modifications to this bond are as follows:

SAMPLE

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5125369 OR BOOK 4919 PAGE 632, Recorded 11/28/2022 12:58:42 PM

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 21st day of November, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

WITNESSETH:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

NOW, THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement as set forth herein:

1. **Recitals**. The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** Paragraph 9 of the Amended and Restated Agreement provides that all dates set forth in the Construction Schedule and all Development Deadlines shall be automatically adjusted based upon the actual date of the Closing (i.e. for every day that the Closing was delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The Closing date was April 7, 2022 (157 days after November 1, 2021), therefore all dates set forth in the Construction Schedule and all Development Deadlines were delayed by 157 days. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed by the number of days from the Closing date

of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

a. Phase 1. Audubon shall Commence Construction of Phase 1 no later than September 20, 2023 and shall complete construction of Phase 1 no later than February 5, 2026.

b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024. Audubon shall Commence Construction of Phase 2 no later than June 16, 2024 and shall complete construction no later than December 2, 2026.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than October 4, 2025. Audubon shall Commence Construction of Phase 3 no later than December 3, 2025 and shall complete construction no later than December 2, 2026.

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3, above.

5. **Economic Development Incentives**. Paragraph 13 of the Amended and Restated Agreement is deleted in its entirety and replaced with the following Paragraph 13:

13. **Tax Increment Financing and Other Incentives**. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments, and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, or the then-owner of the respective parcel of the Property, TIR received by the FPRA as set forth below.

a. **The Hotel Parcel**. If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City's reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in **Exhibit "I"**, attached hereto and made a part hereof (the "Incentive Package"). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the $200,000.00 annual limit and $1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels**.
No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars ($1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel).

c. **Rights and Obligations to Run with the Property**. The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments**. Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

7. **Counterparts**. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President / CEO

_____
Print Name: Laura A. Kenny

_____
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matteson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LINDA M. BRIGLIA
Commission # GG 364898
Expires September 1, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Tina Rel

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 21ST day of November, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

St. Lucie EDC

EXHIBIT I

EXECUTIVE COMMITTEE
Robert Barfield, Treasurer, Seacoast Bank
Javier Cisneros, Fort Pierce Utilities Authority
Eric Goldman, HCA Florida Lawnwood Hospital
Chris Fogal, CPA, PA, Chair, Carr, Riggs, Ingram
Azlina Goldstein, Chair-Elect, GL Homes
Rob Lord, Past-Chair
Tim Moore, PhD, Indian River State College
Madhu Sasidhar, MD, MBA, FCCP , Cleveland Clinic Tradition Hospital
Peter Tesch, Economic Development Council
Shrita Walker, Secretary, MIDFLORIDA Credit Union

BOARD OF DIRECTORS
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Michael Ansorge, OCULUS Surgical
Nico Apfelbaum, Esq., Apfelbaum Law
Terissa Aronson, SLC Chamber of Commerce
Brian Bauer, CareerSource Research Coast
Russ Blackburn, City of Port St. Lucie
Ian Cotner, AT&T Florida
Peter Crane, Sansone Group
Marshall Critchfield, Florida Power & Light
Lee Dobbins, Esq., Dean Mead/TCMA
Phil Doumar, EDC EXCEL
Rod Kennedy, Engineering Design & Construction
Richard Kolleda, FACHE, Spherion
Leslie Kristof, Keiser University
Tammy Matthew, Bank of America
Nick Mimms, City of Fort Pierce
Neil Morgan, Comcast Business
Brandon Nobile, Remnant Construction
Cara Perry, Florida Atlantic University
Roxanne Peters, SouthState Bank
Jon Prince, PhD, St. Lucie Public Schools
Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
Richard Tambone, Tambone Companies
Howard Tipton, St. Lucie County
Jeremy Wiernasz, PGA Golf Club
Kara Wood, Hi-Tide Boat Lifts
Amber Woods, Treasure Coast Lexus

August 26, 2022

[redacted]

Re: [redacted] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [redacted]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [redacted] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([redacted]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of $20.8 M and direct spending of $13.3 M, the hotel project generates over 221 jobs and $6.7 M in supporting wages plus generating $2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.

It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [redacted]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [redacted] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of $28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly $730,353.00 with approximately $393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at $28 M and $43M for demonstration purposes).

- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits*: There are roughly $2.784 M in local government impact fees alone for both the hotel project ($723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.

- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)

- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for $2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.

- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.

- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [redacted] for the development of the hotel. The estimated market value of the property is $1.5 M.

- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[redacted] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [redacted] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,

Pete Tesch
President

Attachments

CC:
Dale Matteson, Audubon Development

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER' S OFFICE Florida

March 21, 2024

Dale Matteson
P.O. Box 981
Palm Beach, FL 33480

VIA EMAIL: dale@audubondevelopment.com

Re: NOTICE OF DEFAULT

Dear Mr. Matteson:

As outlined in the attached First Amendment to the Amended and Restated Agreement for Development of King's Landing, it was expected that the developer would submit the application for building permits or DPCR approval for Phase 2 no later than March 18, 2024.

According to the Amended and Restated Agreement, Phase 2 is defined as the construction of the following:

- Building C – 11 story building with restaurant, retail, and 48 residential units
- Building D – 8 story building with restaurant, retail, and 19 residential units
- Building F – Ground floor restaurant and retail
- Building G – 8 story building with retail and 25 residential units

We are aware that a DPCR application was submitted by your development team for site work for Phase 2; however, all site work is scheduled to be performed and completed within the dedicated timelines for the Phase 1 construction of this development project. Therefore, based on our review, the aforementioned milestone for Phase 2 has not been achieved.

Please accept this letter as written notice of default under this agreement pursuant to Section 10g of the Amended and Restated Agreement for Development of King's Landing. Audubon shall have 30 days to cure this default and come into compliance with the provisions of this agreement.

Sincerely,

Nicholas C. Mimms, P.E., ICMA-CM
City Manager

Attachments

c: City Attorney
City Clerk
Mayor and City Commissioners
Economic Development Manager

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5125369 OR BOOK 4919 PAGE 632, Recorded 11/28/2022 12:58:42 PM

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 21st day of November, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

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WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

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of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

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a. **The Hotel Parcel**. If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City's reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in **Exhibit "I"**, attached hereto and made a part hereof (the "Incentive Package"). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the $200,000.00 annual limit and $1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels**.
No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars ($1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel).

c. **Rights and Obligations to Run with the Property**. The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments**. Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

7. **Counterparts**. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President / CEO

_____
Print Name: Laura A. Kenny

_____
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matteson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LINDA M. BRIGLIA
Commission # GG 364898
Expires September 1, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Tina Rel

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 21ST day of November, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

St. Lucie EDC

EXHIBIT I

EXECUTIVE COMMITTEE
Robert Barfield, Treasurer, Seacoast Bank
Javier Cisneros, Fort Pierce Utilities Authority
Eric Goldman, HCA Florida Lawnwood Hospital
Chris Fogal, CPA, PA, Chair, Carr, Riggs, Ingram
Azlina Goldstein, Chair-Elect, GL Homes
Rob Lord, Past-Chair
Tim Moore, PhD, Indian River State College
Madhu Sasidhar, MD, MBA, FCCP , Cleveland Clinic Tradition Hospital
Peter Tesch, Economic Development Council
Shrita Walker, Secretary, MIDFLORIDA Credit Union

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Phil Doumar, EDC EXCEL
Rod Kennedy, Engineering Design & Construction
Richard Kolleda, FACHE, Spherion
Leslie Kristof, Keiser University
Tammy Matthew, Bank of America
Nick Mimms, City of Fort Pierce
Neil Morgan, Comcast Business
Brandon Nobile, Remnant Construction
Cara Perry, Florida Atlantic University
Roxanne Peters, SouthState Bank
Jon Prince, PhD, St. Lucie Public Schools
Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
Richard Tambone, Tambone Companies
Howard Tipton, St. Lucie County
Jeremy Wiernasz, PGA Golf Club
Kara Wood, Hi-Tide Boat Lifts
Amber Woods, Treasure Coast Lexus

August 26, 2022

[redacted]

Re: [redacted] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [redacted]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [redacted] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([redacted]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of $20.8 M and direct spending of $13.3 M, the hotel project generates over 221 jobs and $6.7 M in supporting wages plus generating $2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.

It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [redacted]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [redacted] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of $28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly $730,353.00 with approximately $393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at $28 M and $43M for demonstration purposes).

- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits*: There are roughly $2.784 M in local government impact fees alone for both the hotel project ($723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.

- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)

- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for $2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.

- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.

- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [redacted] for the development of the hotel. The estimated market value of the property is $1.5 M.

- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[redacted] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [redacted] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,

Pete Tesch
President

Attachments

CC:
Dale Matteson, Audubon Development

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

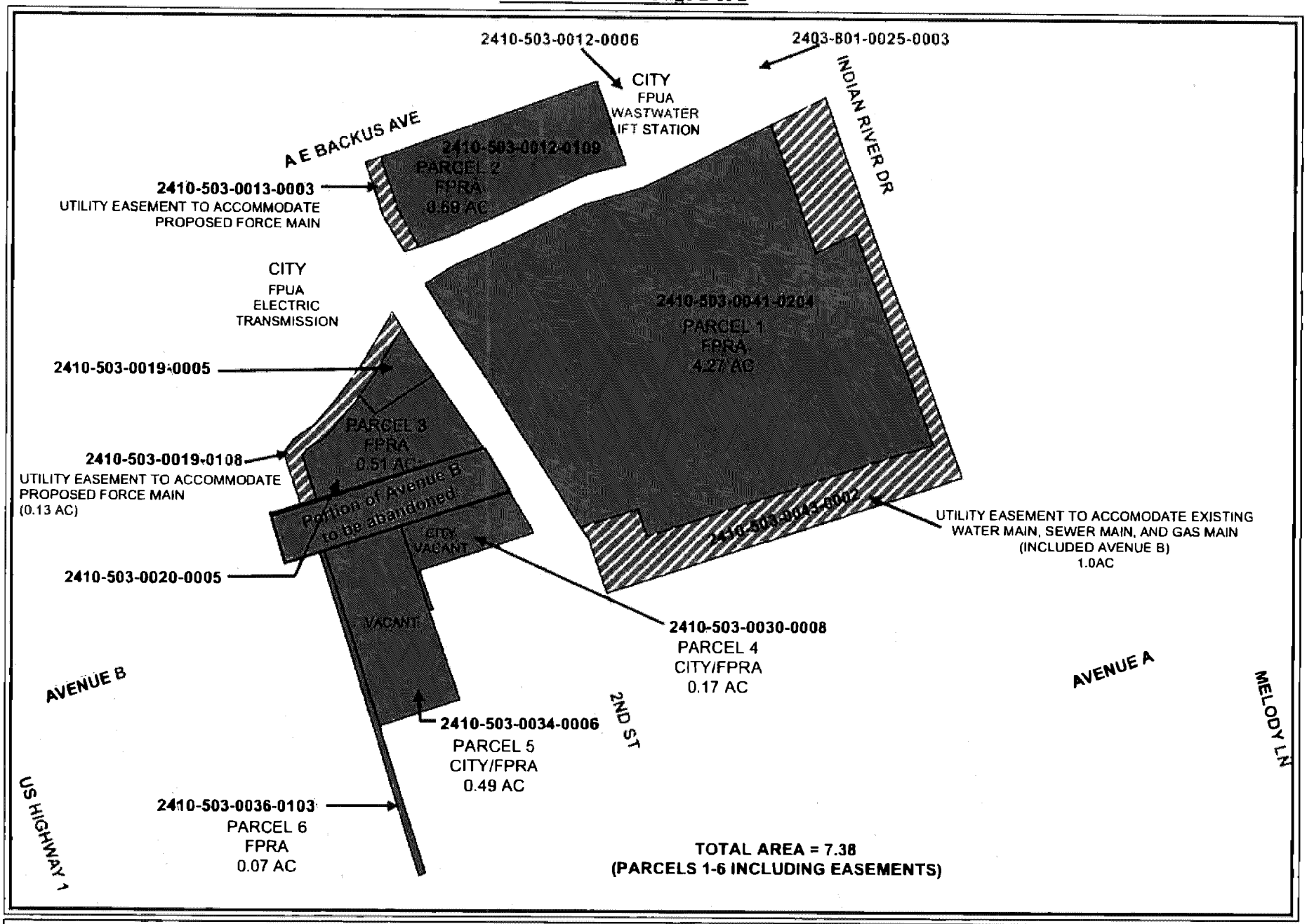
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

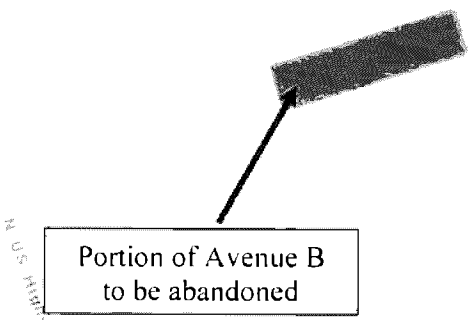


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

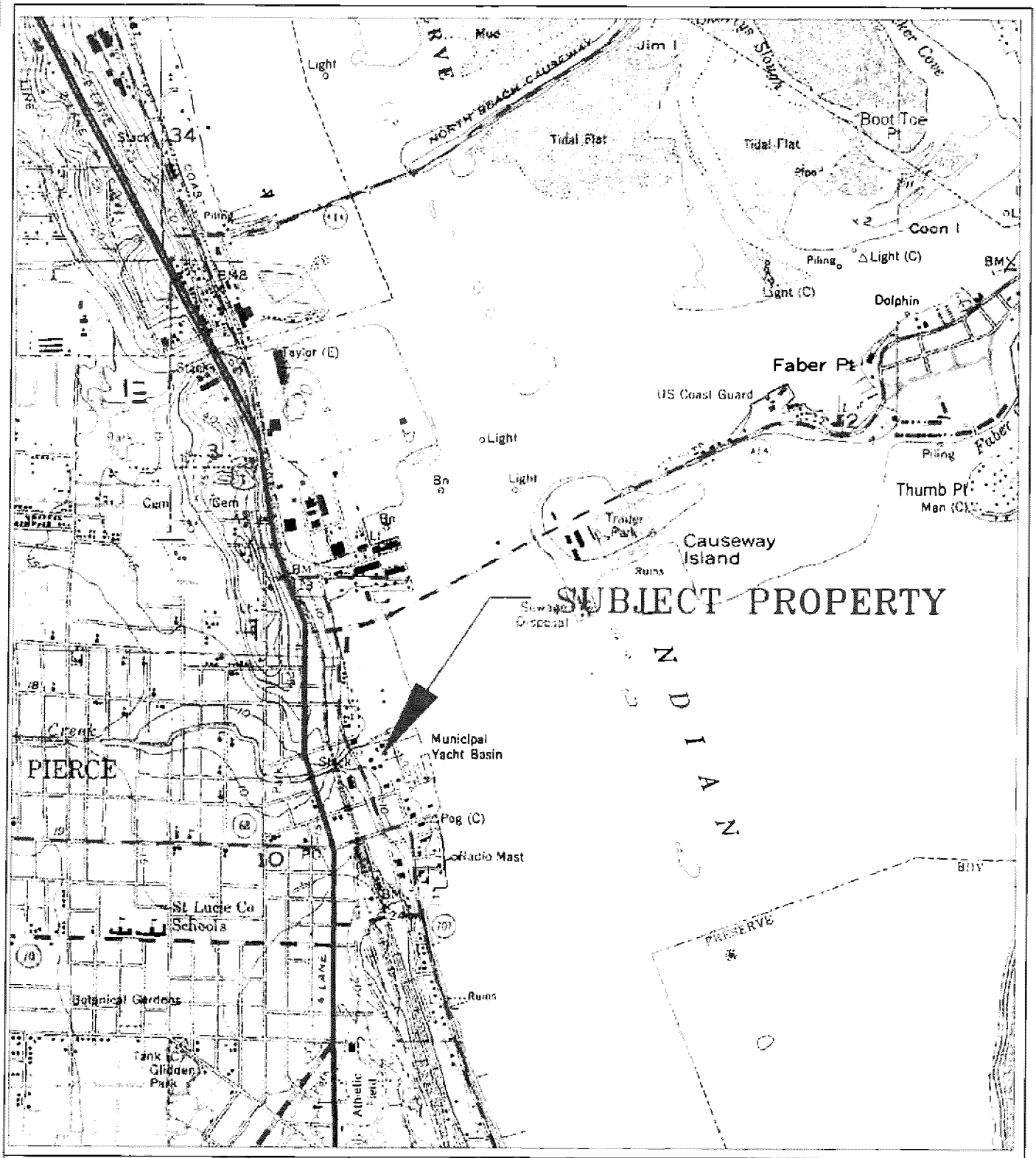
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

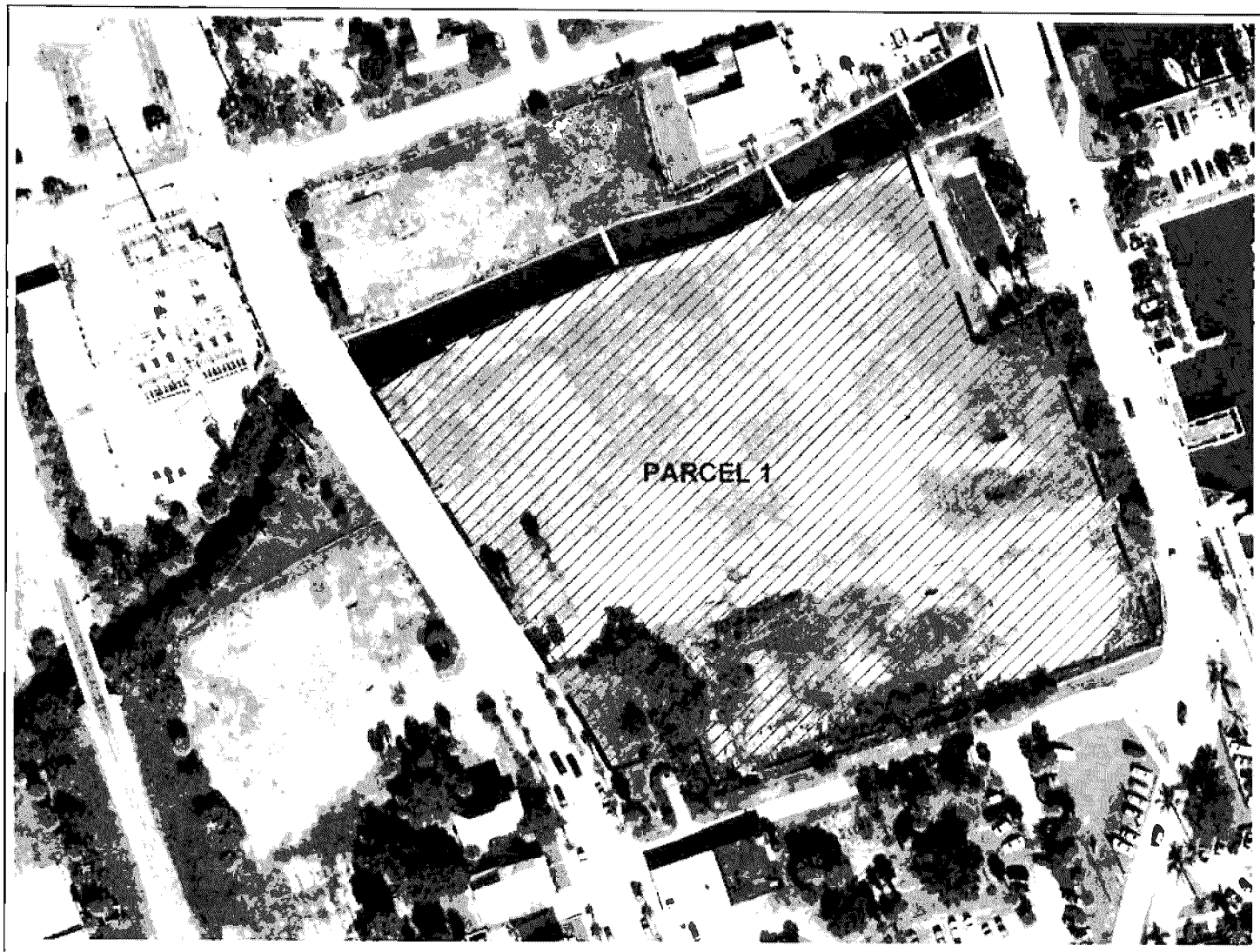


Cardno
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

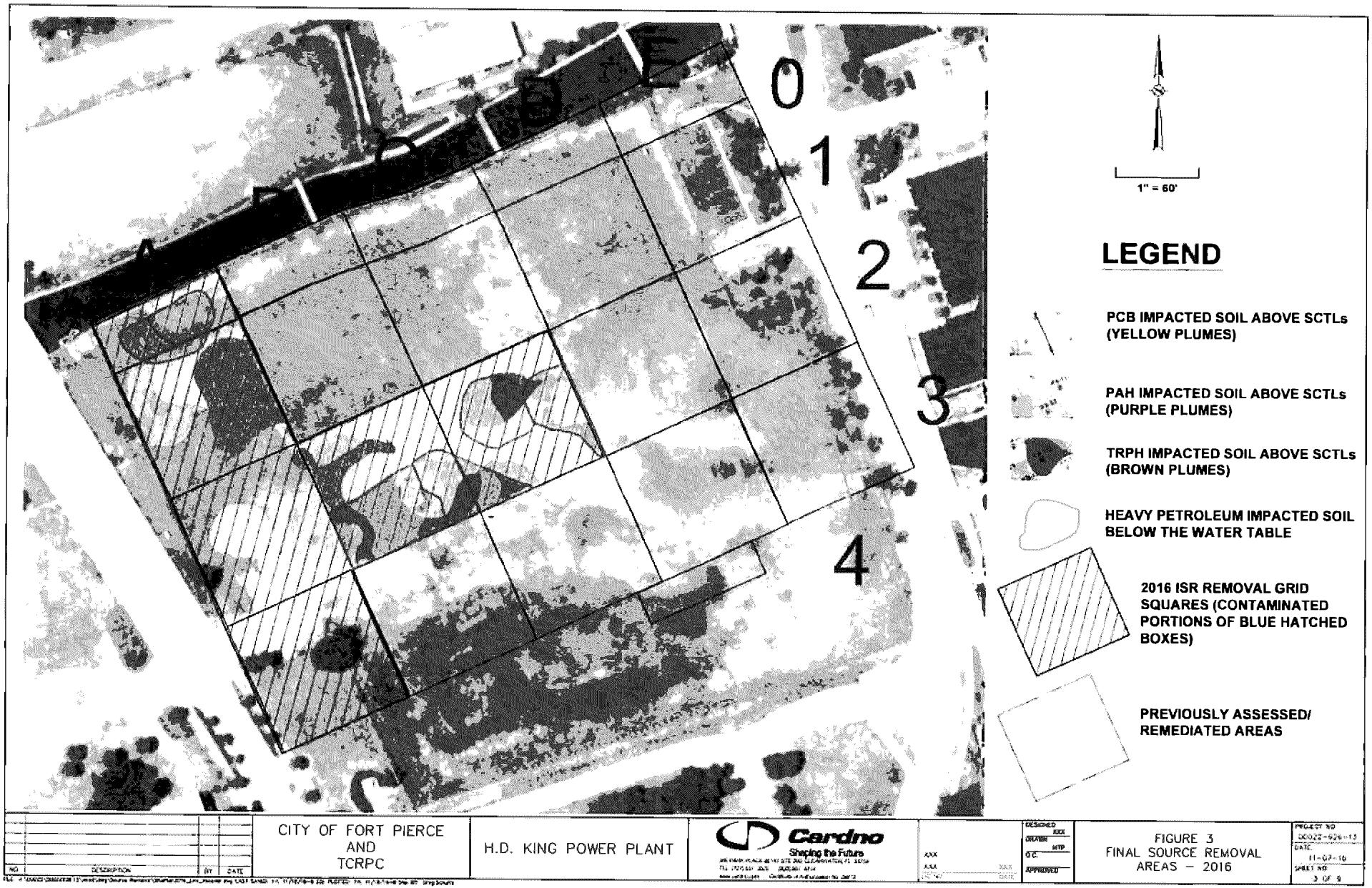
PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	DESIGNED XXX DRAWN MTP QC APPROVED	FIGURE 2 PARCEL/SITE BOUNDARY MAP	PROJECT NO 00022-926-13 DATE 11-1-16 SHEET NO 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001



OR BOOK 4775 PAGE 2737

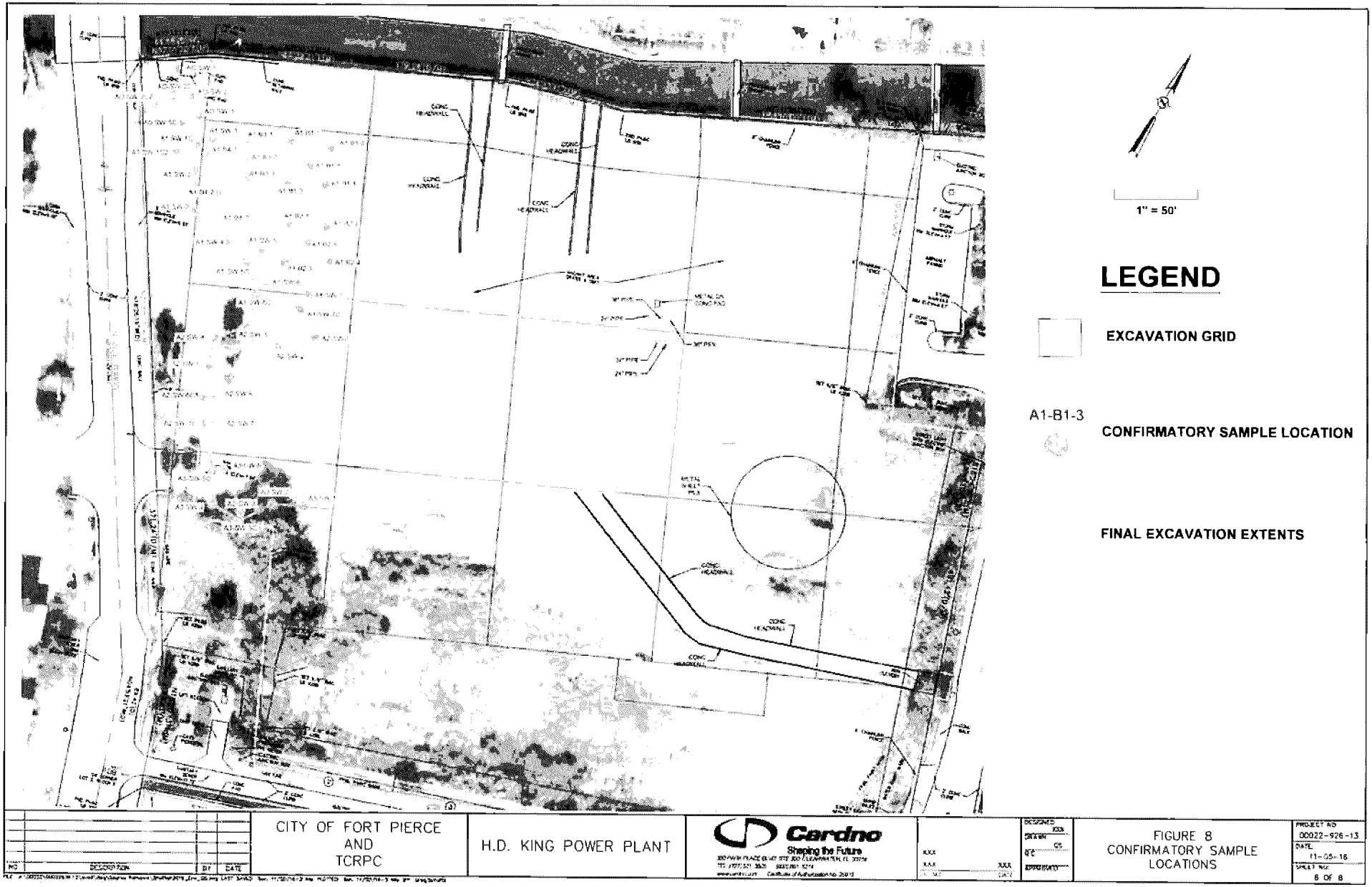


EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2738

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	88	0.034	U	0.112		0.131		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	**0.079**		**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

OR BOOK 4775 PAGE 2740

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo[k]fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.824		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 5 FDEP Site ID No : COM_82363, BF561101001

OR BOOK 4775 PAGE 2741

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	21	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.085**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 6 FDEP Site ID No.: COM_82363 (BF561101001)

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/8/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	30000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

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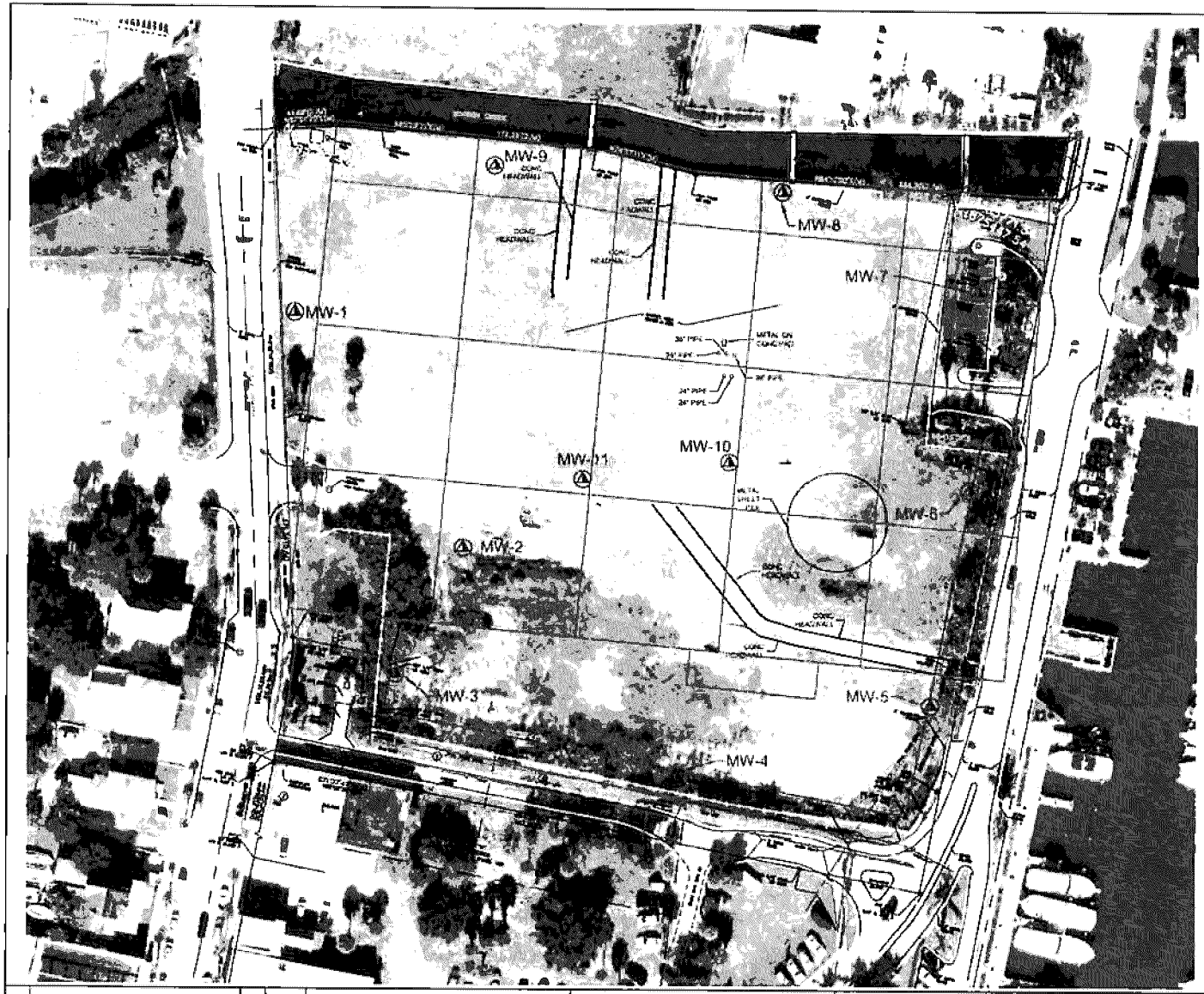

1" = 70'

LEGEND

MW-6 MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

DESIGNED XXX
DRAWN MTP
Q.C.
APPROVED

FIGURE 8
MONITOR WELL LOCATIONS

PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 9

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37	
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5	
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Ethanol	64-17-5	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	o-Xylene	95-47-6	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	p- & m-Xylenes	179601-23-1	ug/L	20	200	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.8		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	2	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3	30	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	NS CTL	550	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	0.68	6	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	NS CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	NS CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	NS CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.6	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	108-96-3	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Diethylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	1,3-Benzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7	J	0.3	U	4.6	J
8270C	Diethylisophthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodiphenylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Octadecane	593-45-3	ug/l	71	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	UJ	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	UJ	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	1.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

OR BOOK 4775 PAGE 2748

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily Attorney

_____
Print Name of Notary Public

Linda W Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [illegible] 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

[signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: [signature]
City Attorney

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sket.dwg, 3/21/2017 3:45:20 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

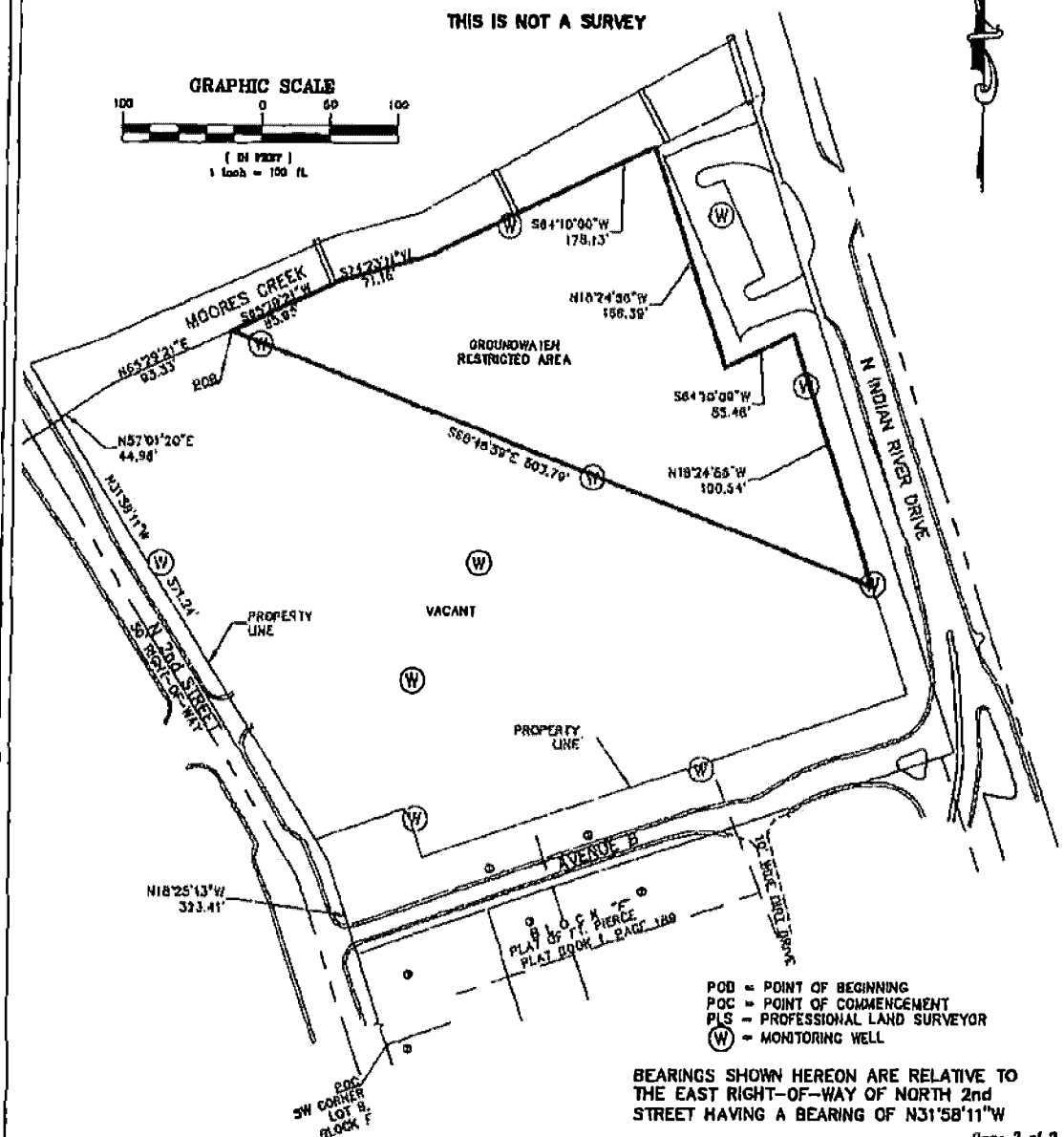
GROUNDWATER RESTRICTED AREA
DESCRIPTION

JOB NO: 13-071 sket.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

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151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "F" - CONSTRUCTION SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 1/16/22
7		[illegible]	[illegible]	[illegible]	[illegible]
8		Site Work - Remove buried Concrete and Unknown Debris	180 days	Tue 11/2/21	Sat [illegible]
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		[illegible]	[illegible]	[illegible]	[illegible]
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		[illegible]	[illegible]	[illegible]	[illegible]
17		Property Turnover to Main Sail Group	30 days	Sun 3/12/23	Mon [illegible]
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		[illegible]	[illegible]	[illegible]	[illegible]
23		Construction Duration	900 days	Sat 6/10/23	Tue [illegible]
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		[illegible]	[illegible]	[illegible]	[illegible]
29		Construction Process	365 days	Tue 11/26/24	Tue [illegible]
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		[illegible]	[illegible]	[illegible]	[illegible]
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



King's Landing Phasing Schedule
Page 1
Wed 8/4/21

EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

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

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

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

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

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

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

SAMPLE

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

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

SAMPLE

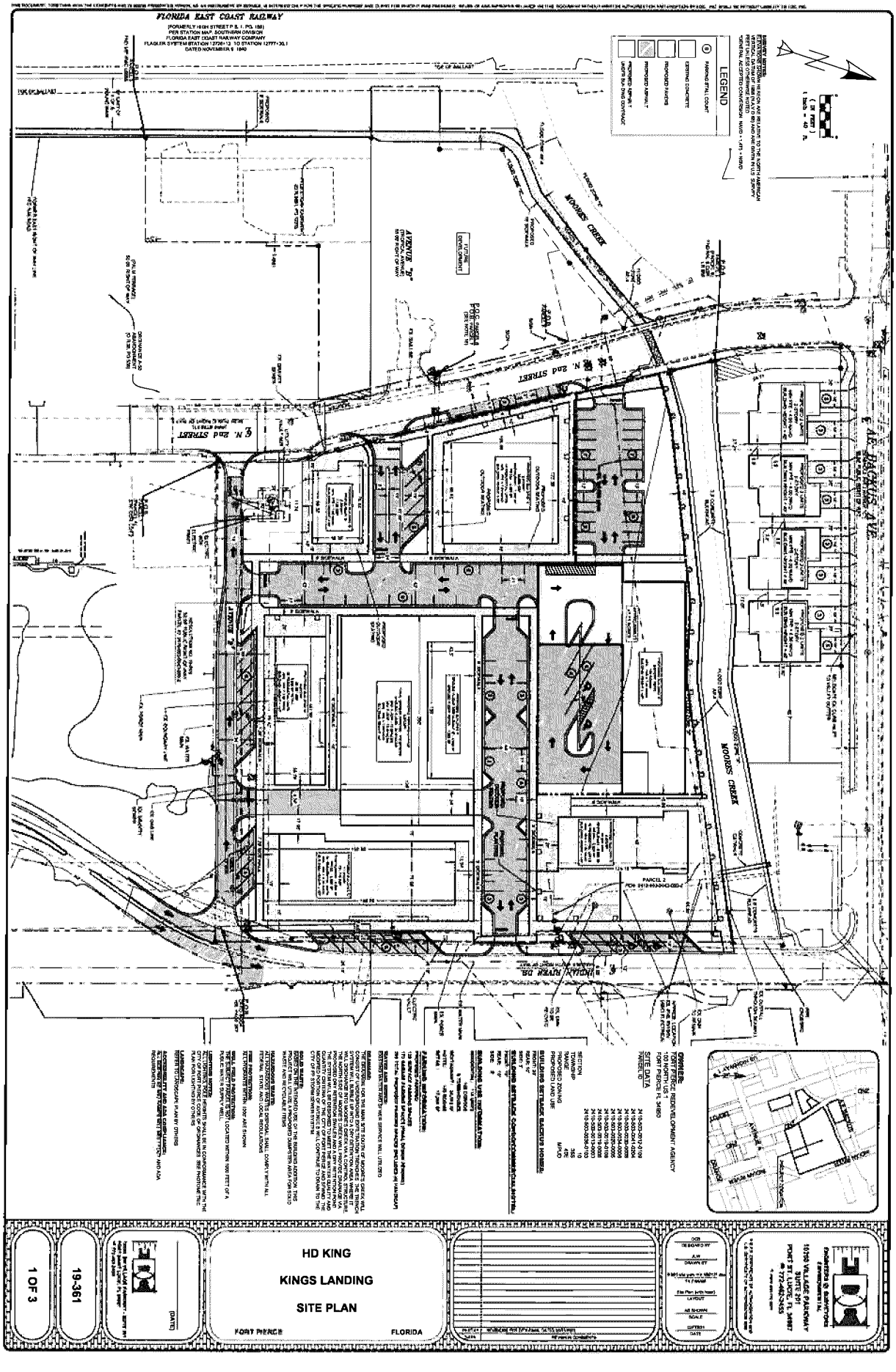
§ 16 Modifications to this bond are as follows:

SAMPLE

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



JONES
FOSTER

April 5, 2024

Sara Hedges
City Attorney
shedges@cityoffortpierce.com
City of Fort Pierce
100 N U.S. 1 Highway
Fort Pierce, Florida 34950

Re: Audubon Development, Inc.'s Response In Opposition to the City's Notice of Default

Ms. Hedges:

Jones Foster, P.A. represents Audubon Development, Inc. ("Audubon"). The Firm has been retained relative to the Amended and Restated Agreement for Development of King's Landing, executed February 8, 2022, and the First Amendment to the Amended and Restated Agreement for Development of King's Landing, executed November 8, 2022 (collectively, the "Development Agreement"). This letter responds to the purported Notice of Default, regarding an alleged missed permit deadline, issued by the City on March 21, 2024.

The City's Request for Proposals Regarding King's Landing

As you know, Audubon responded to the City's request for proposals ("RFP") relating to the "King's Landing" property (the "Property"). The H.D. King Powerplant (the "Powerplant") was previously located on the Property. The City represented (1) that the Powerplant was demolished, (2) that the Property was completely remediated, and (3) that the Property offered a "blank slate" for redevelopment.

The City's RFP provided no notice of demolition debris remaining on the Property and no notice of the significant title defects encumbering the Property. Relying on the City's representations, Audubon submitted its proposal. Audubon's proposal was found by the City to have presented the most advantageous proposal.

City Misrepresentations Relating to the Property

After the proposal's acceptance, the City's misrepresentations regarding the Property's readiness for development began to surface.

Scott G. Hawkins
Lainey W. Francisco
D 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com
lfrancisco@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

No Clear and Unencumbered Title

The City did not have clear and unencumbered title to the Property. Indeed, there were several title encumbrances that prevented development and required significant time and effort to resolve. Various parts of the property were formerly submerged lands and potentially subject to state sovereignty rights. The Property was also encumbered by multiple platted public roads that crossed through the site. The City failed to notify those participating in the RFP that the Property contained significant title encumbrances which would have to be resolved before the property could be developed. These title defects were not uncovered until Audubon obtained a title search and had already invested considerable time and money.

No Clean Slate for Redevelopment

Contrary to the City's representations, the Property was not fully remediated following the City's 2008 demolition of the Powerplant. In fact, 3-D radar imaging revealed demolition debris was buried on the site. The sub-surface condition made redevelopment in any significant manner impossible without removal of the debris. Excavation was required to determine the extent of the debris. Further, FDEP approval and supervision would be required to initiate that process.

Despite its responsibility for the 2008 demolition, the City failed to inform Audubon that significant portions of the Powerplant itself remained on the Property. Specifically, Audubon's excavation revealed that the Powerplant's concrete foundations, water intake ducts, and storage tanks were buried between 5 and 10 feet below the surface. Obviously, the Property was <u>not</u> fully remediated following the Powerplant's demolition and was <u>certainly not</u> a "blank slate" for redevelopment. Little more than a park could have been developed on the Property as it was, let alone the multi-story, waterfront structures requested by the City, which necessitated underground pilings.

Audubon Assists the City Despite its Misrepresentations

To move forward with the project, which has significant public support, Audubon agreed to work with the City to cure several title defects and to remediate the Property.

Audubon Helps Cure Title

Despite the City being contractually responsible for curing the title encumbrances, Audubon was forced to step in to help resolve the encumbrances to avoid delaying the project. Audubon's consultants researched and obtained historical records and facilitated discussions between the City and the State regarding the State disclaiming its potential sovereignty rights to the Property. Audubon also reviewed the plat dedications encumbering the Property and worked with the City on their release.

Audubon Remediates Demolition Debris

When the buried debris was discovered through soil boring and imaging, Audubon approached the City for a solution. The City refused to work with Audubon on removing the debris until a site plan was submitted. The City reasoned that it did not want to remove any more debris than was absolutely necessary. Audubon complied and worked with the City on several iterations of its site plan.

When the site plan was approved, the City still refused to remove the debris from the Property. Concerned that the City's behavior would continually delay the project, Audubon contacted the Florida Department of Environmental Protection ("FDEP") for permission to the remove the debris. After months of working with the FDEP on the City's behalf, Audubon received approval for excavation.

Audubon began excavating the site and found entire portions of the Powerplant buried in the ground. In total, approximately 1,500 tons of concrete and debris were removed from the Property's subsurface. Audubon also filled the craters where the Powerplant's foundation and debris were removed. After 22 months and costs estimated to exceed 1.5 million dollars, the Property was deemed fully remediated by the FDEP in August 2023.

As a result of the City's misrepresentations regarding the Property's condition, Audubon incurred additional project delays that never could have been accounted for at the time of closing when project deadlines were set.

The City Delays the Project Review Process

The City promised Audubon a "fast-tracked" review process. Audubon relied on this promise. Despite the City's representation, Audubon was met with several planning and zoning delays by the City. Instead of "fast tracking", the City actually slow-rolled the review process.

City review was a necessary precursor to the submission of building plans and permits. The City's review delays consumed the time remaining in the agreed upon development schedule.

When the City issued its purported Notice of Default, Audubon was still waiting for the City's review of multiple items, which was required prior to submission of any building plan or permit.

The City Wrongfully Declares Default Against Audubon

The City issued its Notice of Default in relation to a purported missed building permit deadline. The City did so, despite being the cause of the delays relating to the missed deadline. On this basis, the City now attempts to declare Audubon's default and to retake the Property. Note, the Property has significantly increased in value as a result of Audubon's legal work and remediation efforts.

The City's Failure to Comply with the Development Agreement

The City cannot declare default without being in compliance with the Development Agreement, itself. The City's numerous misrepresentations constitute a violation of the Development Agreement.

Further, the City has yet to reimburse Audubon for the Property's debris remediation. Pursuant to Paragraph 27 of the Development Agreement, the City agreed "to promptly reimburse Audubon for the cost of the Debris Removal." Despite releasing a portion of the costs held in escrow, the City has yet to fully reimburse Audubon.

Due to its misrepresentations relating to the Property and its failure to reimburse Audubon for remediation of the Property, the City has failed to comply with its own obligations under the Development Agreement. Paragraph 10 of the Development Agreement mandates that the City first be in compliance with its provisions before alleging default. Thus, Audubon cannot be deemed to have defaulted, and the City's attempt to allege such default is wrongful and invalid. Any attempt by the City to retake the Property under these circumstances would represent a violation of due process and an interference with Audubon's protected property rights.

Audubon's Continued Commitment to King's Landing

Despite its frustration with the City's misrepresentations and delays, Audubon remains steadfast in its intent to provide the City with a beautiful mixed use development that enhances the value of the community. Audubon will submit modified deadlines and additional information to the City's officials. Audubon would welcome the opportunity to work with the City to come to a resolution that would benefit both parties and the community. However, if the City fails to rescind its purported Notice of Default by 5:00p.m. on April 12, 2024 and attempts to retake the Property, Audubon will have no choice but to defend its rights pursuant to the Development Agreement and the applicable laws.

Sincerely yours,

JONES FOSTER P.A.

/s/ Scott G. Hawkins

Scott G. Hawkins
Lainey W. Francisco

SGH:ZSF

JONES
FOSTER

April 16, 2024

VIA ELECTRONIC MAIL

Sara Hedges, Esq.
shedges@cityoffortpierce.com
City Attorney, Fort Pierce
100 N U.S. 1 Highway
Fort Pierce, FL 34950

Re: **Audubon Development, Inc.'s Request for Extension of Time to Address the City's Notice of Default**

Dear Attorney Hedges:

Jones Foster, P.A. submits this letter request on behalf of Audubon Development, Inc. ("Audubon") and in furtherance of our discussions on Tuesday April 16, 2024.

The purpose of this letter is to request that the City of Fort Pierce toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024. This extension of time is requested to afford Audubon an opportunity to present to the City and the FPRA a plan to address the City's concerns with a view to completing the King's Landing project. In this regard, it is understood that the Board of the FPRA is meeting on May 14. It is Audubon's plan, and consistent with prior comments from the City Manager to Dale Matteson, to appear before the FPRA Board to present a revised plan and timeline for moving forward and to address the City's questions and concerns at such time.

Audubon remains steadfast in its intent to provide the City with a beautiful mixed-use development that enhances the value of the community. With a view to completing this project, Audubon will submit proposed modified deadlines and address the City's concerns at the FPRA meeting on May 14, 2024.

Very truly yours,

JONES FOSTER P.A.

/s/ Scott G. Hawkins
Scott G. Hawkins

Florida Bar Board Certified Business Litigation Attorney

SGH:ZSF
cc: Lainey W. Francisco, Esq

Scott G. Hawkins
D 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

May 1, 2023

Scott G. Hawkins, Esq.
Jones Foster PA
shawkins@jonesfoster.com

RE: Audubon Development, Inc. – Kings Landing

Dear Mr. Hawkins:

At its special meeting on Friday, April 19, 2024, the Mayor and City Commission considered your request that the City of Fort Pierce toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024 with regard to the Kings Landing project and the development agreement.

The Mayor and City Commission approved providing an additional 45 days to cure the default that was issued on March 21, 2024.

It is our understanding that Mr. Matteson will appear before the FPRA Board along with Marriott Corporation to present a revised plan and timeline for moving forward at the meeting on May 14, 2024.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Nick Mimms, City Manager
Sara Hedges, City Attorney

FPRA RESOLUTION NO. 24-02

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING AND DIRECTING THE EXECUTION OF THE REVERTER TO THE KING'S LANDING PROPERTY, TO INCLUDE ANY NECESSARY LITIGATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce ("City"), the Fort Pierce Redevelopment Agency ("FPRA") and Audubon Development, Inc. ("Audubon Development"), collectively hereafter, the "Parties", entered into an Agreement for Development of King's Landing on December 2, 2019, recorded in the Official Records Book 4353, Page 1200 of the Public Records of St. Lucie County, Florida wherein the City and/or the FPRA agreed to convey certain property (the "Property") to Audubon Development pursuant to specified terms, to include a Development Timeline; and

WHEREAS, the Parties entered into a First Amendment to Agreement for Development of King's Landing on February 3, 2020, recorded in the Official Records Book 4382, Page 118 of the Public Records of St. Lucie County, Florida amending the Agreement for Development of King's Landing; and

WHEREAS, the Agreement for Development of King's Landing and the First Amendment to Agreement for Development of King's Landing are collectively the "Original Agreement for Development"; and

WHEREAS, the Parties entered into an Amended and Restated Agreement for Development of King's Landing on February 8, 2022, recorded in the Official Records Book 4475, Page 2707 of the Public Records of St. Lucie County, Florida (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement superseded the Original Agreement for Development; and

WHEREAS, the Parties entered into the First Amendment to Amended and Restated Agreement for Development of King's Landing on November 21, 2022, recorded in the Official Records Book 4919, Page 632 of the Public Records of St. Lucie County, Florida (the "First Amendment"); and

WHEREAS, pursuant to the Amended and Restated Agreement and the First Amendment thereto, Audubon Development is required to meet certain development timelines for each phase of development; and

WHEREAS, failure to meet the required development timelines is a breach of the Amended and Restated Agreement and the First Amendment thereto; and

WHEREAS, Audubon Development was required to submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024; and

WHEREAS, Audubon Development failed to submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024; and

WHEREAS, a Notice of Default was issued by the City Manager to Dale Matteson, President/CEO of Audubon Development, on March 21, 2024 informing Audubon Development of the default under the Amended and Restated Agreement and the First Amendment thereto; and

WHEREAS, Audubon Development had thirty (30) days to cure the default; and

WHEREAS, Audubon Development requested a forty-five (45) day extension of the cure period, which was granted by the FPRA on May 14, 2024, to run coterminous with the previously granted extension by the City Commission on April 19, 2024; said extension to expire on June 4, 2024; and

WHEREAS, Audubon Development failed to cure the default by the extended cure period of June 4, 2024; and

WHEREAS, the Amended and Restated Agreement and the First Amendment thereto and the Deed to the Property conveyed by the FPRA and/or the City to Audubon contain terms authorizing the right to re-enter and retake the property if Audubon defaults on its obligations (the "Reverter"); and

WHEREAS, Audubon Development has defaulted on its obligations under the Amended and Restated Agreement and the First Amendment thereto; and

WHEREAS, the FPRA desires to exercise its rights under the Reverter to re-enter and retake the Property; and

WHEREAS, there are future Development Timelines that must be met, to include the commencement of construction for Phase 2 no later than June 16, 2024; and

WHEREAS, any future failures to meet requirements Development Timelines, to include the commencement of construction for Phase 2 no later than June 16, 2024 are considered material breaches and defaults, for which the FPRA desires to exercise its rights under the Reverter to re-enter and retake the Property; and

WHEREAS, the FPRA expressly desires any other currently existing or future breach or default identified by staff under the Amended and Restated Agreement and the First Amendment thereto to serve as a basis to exercise its right under the Reverter to re-enter and retake the Property.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The FPRA hereby authorizes and directs the City Attorney, or their designee, to exercise the Reverter under the Amended and Restated Agreement and the First Amendment thereto to re-enter and retake the Property by any and all appropriate legal means, to include the initiation of litigation.

SECTION 3. 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 4. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 20__.

_____
LINDA HUDSON, CHAIR

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

HARBERT
REALTY SERVICES

MEMORANDUM OF UNDERSTANDING

TO: Dale Matteson – Audubon Development

FROM: Harbert Realty Services, LLC

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: May 9, 2024

This Memorandum of Understanding ("MOU") is an initial summary of a company structure that Harbert Realty Services, LLC. ("HRS") proposes to develop a mixed-use project known as King's Landing in Ft. Pierce, Florida ('Project') with Audubon Development (AD). This MOU will serve as a guide to facilitate associated operative agreements for a Joint Venture structure and an exclusive due diligence period.

1. Joint Venture: To be formed single-asset Delaware limited liability company ("JV") for the development of the project.

2. Purpose: JV will develop and own a Class A, mixed-use project to be known as King's Landing (the "Project") as an investment property. The JV will finance, develop, construct, market, sell/lease residential and commercial spaces and manage the Project.

3. Property: AD owns an approximate 6.8811 acre property located on North 2nd Street in Ft. Pierce, Florida ("Property") and AD shall contribute the property into the JV at a value of $6,100,000 as per below:
   - $4,600,000 allocated to the Project's uses, excluding the Hotel
   - $1,500,000 allocated to the Hotel

4. Project: King's Landing, a Mixed-Use Development in Fort Pierce, FL
   - 106 Condominium Units
   - ±140-Room Tribute Portfolio by Marriott Hotel
   - ±50,000 SF of Retail and Restaurants
   - Land for Future Development
   - 170-Space Structured Parking and 129 Surface Parking Spaces

5. Members: AD and HRS, or their respective affiliates shall be the Members of the JV. The Members ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The JV will be a Delaware limited liability company with HRS and AD acting as the company's Co-Managing Members of the JV.

6. Due Diligence:

Prior to the formation of the JV's, HRS shall have ninety (90) days to perform due diligence including further studies and discovery on: the updated City approved project development schedule, the residential condominiums, hotel, retail, and restaurant markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, confirmation of zoning, density, preliminary design cost and state, county and local incentives. HRS acknowledges receipt of the survey, land appraisal, approved initial site plan (to be reviewed for modification), the initial AD project budget and proforma, and initial Hotel incentive package memorialized in the letter dated August 22, 2022 from St. Lucie EDC to Mainsail.

7. Exclusive/No-Shop:

During the Due Diligence period, HRS will have the exclusive right to JV with AD for the development of the Property and AD will not show or discuss the property to other prospects, developers or potential purchasers or partners.

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure:

All amounts are approximate. Total development cost per AD is estimated to be approximately as follows:

Condos, Retail & Restaurants, and Parking:

• Land Acquisition Costs:	$6,100,000
• Hard Construction Costs:	93,540,000
• Soft Costs:	15,313,600
• TI and FF&E:	1,100,000
• Financing Costs:	2,000,000
• Interest Reserve:	9,225,000
Total, excluding the Hotel:	$127,278,600

Hotel:	$55,000,000

10. Debt/Equity/Structure:

Condominiums, Retail/Office/Restaurant and Parking

Assumptions:
$127,000,000 Estimated Budget
$ 82,550,000 Leveraged Debt – 65%
$ 44,450,000 Cash, Land – 35%

HRS and AD will be co-general partners (GP) in the above uses, which excludes the Hotel. HRS and AD will serve as co-managing members and HRS will have a GP interest of 55%, and AD will have a GP interest of 45%.

HRS will invest up to $2,444,750 of the GP equity in the form of cash; HRS commits to raise an additional $37,405,525 investor limited partners (LP) funds; AD will invest $2,000,250 GP equity in the form of the land, and $2,599,750 LP equity in the form of land. If the construction loan proceeds differ, the GP and LP cash contributions will be modified accordingly. All cost overruns will be funded pro rata based on percentage of ownership. Credits from city incentives or development credits will adjust the GP and LP cash contributions accordingly.

Decision making within the GP will be shared 55% to HRS and 45% to AD.

a. ***Fees*** - Fees will be memorialized in the JV agreement and are subject to Lender approval.

b. ***Marketing & Sales*** – 4% of the Residential Condominium sales. This fee shall be allocated to AD via its newly formed entity licensed and bonded for this Project.

c. ***Development Fee*** - 5% of total design, engineering and construction cost. This fee shall be allocated 85% to HRS, and 15% to AD.

d. ***Guaranty*** – HRS will be a loan guarantor and be paid a Loan and Completion Guaranty Fee of 0.75% of applicable costs, to be defined in the JV agreement, at loan closing and an annual Debt Guarantee fee of .025% of the loan balance until guarantee is retired or not required.

e. ***Construction Management Fee***: TBD

HARBERT REALTY SERVICES

11. Debt/Equity Structure

Hotel

a. ***Development Fee*** – **TBD**

b. ***Pre-Opening and Technical Fees - TBD***

c. ***FF& E/OS&E Sourcing - TBD***

d. ***Hotel Management Fees*** - **TBD**

12. Promote:

The mixed-use components of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR, then GP distributions increase to 30% thereafter.

The hotel promote will be determined…

13. Management Responsibilities:

Subject to the members of the JV preparing and agreeing to a roles and responsibilities matrix to be defined in the Operative Agreements.

14. Transfer Provision:

No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however Members will be permitted to transfer their interest to affiliated entities.

15. Admission of Additional Members:

No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.

16. Buy/Sell Provisions:

The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.

17. Confidentiality:

Prior to the finalization of the JV, HRS and AD agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information"). HRS agrees: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only

Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.

18. Operative Agreements:

a. *Operating Agreement*: The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.

b. *Development Agreements*: JV will enter into Development Agreements with Members.

c. *Management Agreements:* The Company will enter into property management and hotel agreements with Members and for the operation of the day-to-day activities of the Project.

d. *Leasing Agreement:* The Company will enter into a leasing agreement with Members to market, and lease retail and restaurant tenants in the Project.

e. *Sales Agreement*: The Company will enter into a marketing and sales agreement to market and sell the Residential Condominiums.

f. *Guaranty Agreement:* The company will enter into a guaranty agreement with HRS to provide a guaranty on the construction loans.

This MOU contains the general understanding of the parties and is not a legally binding agreement. All legally binding obligations between the parties shall arise only upon the execution of Operating and Development Agreements with the exception of Sections 5, 6 and 7 of the MOU, which shall be binding on both parties. Notwithstanding, both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

By: DAVID MATTESON

Name:

Its: PRESIDENT & CEO

Date: 5.9.24

Harbert Realty Services. LLC:

By:

Name: WILLIAM E WARE

Its: VP OF DEVELOPMENT

Date: 5.9.24

FPRA Regular Meeting - 5:05 p.m. **9. a.**

Meeting Date: June 11, 2024

Re: May FPRA Programs & Activities Summary

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

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SUBJECT:

May FPRA Programs & Activities Summary

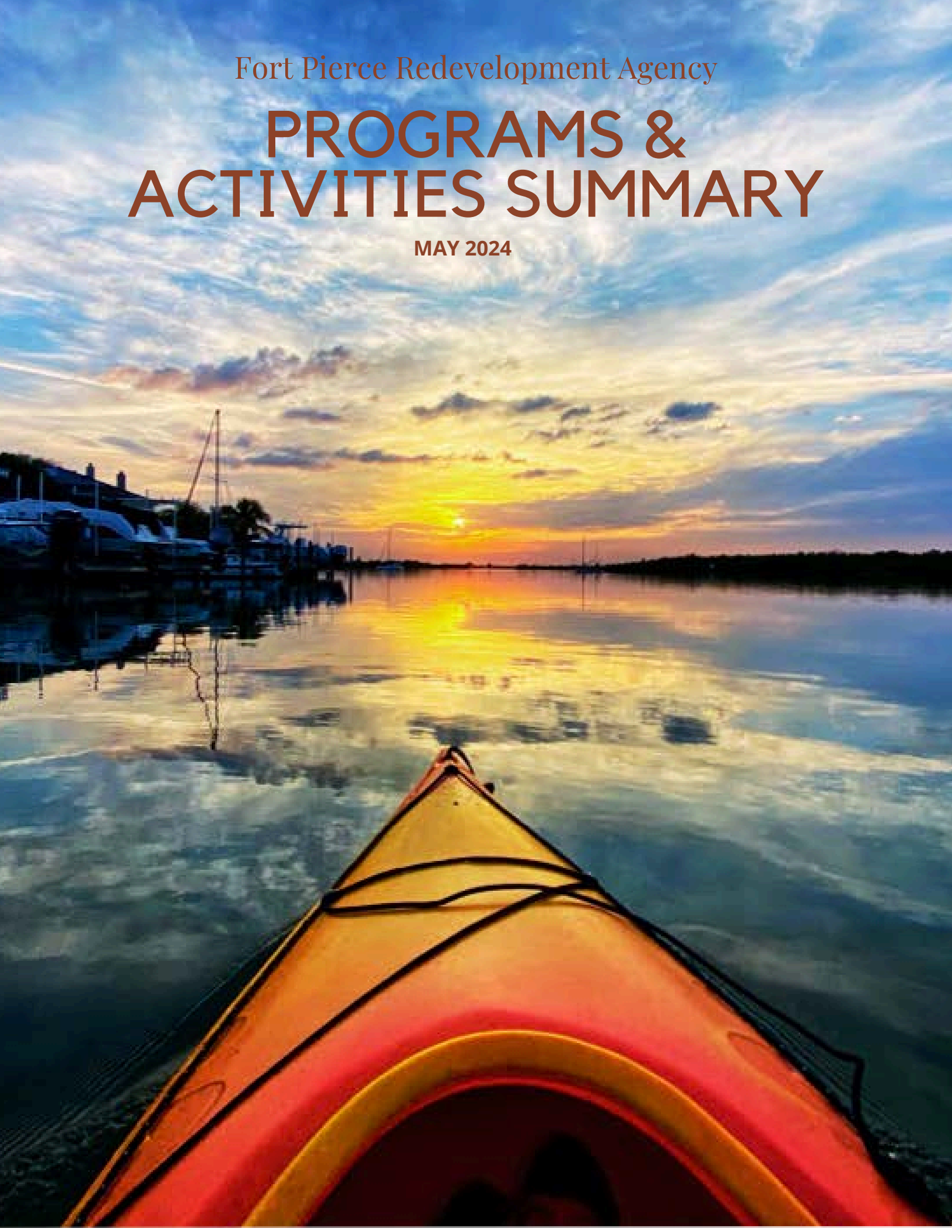
Attachments

FPRA Programs & Activities Summary

Fort Pierce Redevelopment Agency

PROGRAMS & ACTIVITIES SUMMARY

MAY 2024



King's Landing

Over ten years ago, the City demolished the old H.D. King Power Plant and spent the last decade cleaning up the 7-acre site. The City of Fort Pierce and Fort Pierce Redevelopment Agency worked tirelessly for years to find the right redevelopment project for the former H.D. King Plant site in Downtown Fort Pierce and in 2019, history was made. Following a competitive bid process, the FPRA Board selected Audubon Development as the highest ranked bidder in June 2019. The redevelopment of the former H.D. King Power Plant Site remains a top priority for the City of Fort Pierce and FPRA. The development agreement with Audubon Development for the $85-million-dollar King's Landing mixed-use development was executed in November 2019. Although the time provisions were extended due to the COVID-19 Pandemic, both parties worked together to complete all obligations in the agreement.

On February 7, 2022, the City Commission approved the site plan and all necessary development review applications for King's Landing. On March 8, 2022, the FPRA Board passed a resolution to convey the eleven parcels to Audubon Development and the FPRA executed the warranty deed transferring the parcels to Audubon Development.
Audubon Development is responsible for meeting all benchmarks and deadlines as outlined in the amended and restated agreement that was executed on February 8, 2022. Audubon subsequently began the subsurface debris removal process with a $170,000 contribution from the FPRA and applied for building permits for the Phase I infrastructure by the deadline of August 22, 2022.

In tandem with the development of King's Landing, the City partnered with the Fort Pierce Utilities Authority and Economic Development Council to apply for a Florida Job Growth Grant through the Florida Department of Economic Opportunity. On August 30, 2022, Governor Ron DeSantis awarded the City of Fort Pierce a $2.7 million Florida Job Growth Grant to help fund infrastructure improvements in Downtown Fort Pierce. The critical infrastructure improvements include water, wastewater, electric, fiber, natural gas, roadway and sidewalk improvements. The infrastructure upgrades will stimulate more than $72 million of private investment on along Indian River Drive.

At a Special City Commission Meeting on April 19, 2024, the City Commission approved Audubon Development's request to toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024 with regard to the King's Landing project and development agreement. Since this is a three-party agreement, the Fort Pierce Redevelopment Agency also approved the extension to be conterminous with the City's decision. At the FPRA Board on May 14th, representatives from Audubon Development and Marriott presented an update to the board and discussed a revised schedule.

Downtown Master Plan

In March 2022, the Fort Pierce Redevelopment Agency approved S&ME's proposal and initiated the Downtown Master Plan. The community was invited to participate in a series of interactive events in June 2022 as part of the Downtown Master Planning process. During the week, a team of design experts met with stakeholders like local citizens, businesses, community groups, and property owners to develop a shared vision for the future of Downtown Fort Pierce and adopt an implementation strategy to guide development. As part of this effort, the public had three opportunities to collaborate and share their ideas with the project team as well as to learn more about the Downtown Master Planning process. Stakeholders were also encouraged to provide their feedback online by visiting the Downtown Master Plan project website. This interactive platform allowed community members to share insights by taking a brief survey; commenting on development, mobility, arts and culture, and green space on an interactive map; and prioritizing spending with a budget game.

The final Downtown Master Plan was accepted by the FPRA Board in November 2022. The plan has created a sense of excitement among citizens and garnered significant interest from various community groups and HOAs.

The FPRA also incorporated the phase I projects into the FPRA Capital Improvement Plan for funding and implementation. This plan has set the stage for the FPRA to apply for a variety of funding opportunities and grants. By providing a clear and comprehensive vision for the future of Downtown Fort Pierce, the plan has given the FPRA the necessary information and imagery to successfully secure competitive grants.

The success of the Downtown Master Plan has not only stimulated much-needed progress but also ignited a sense of pride and optimism in the community. By leveraging the power of the Downtown Master Plan, the FPRA can attract valuable resources to help create a vibrant community that all residents and visitors can enjoy.

RFQ 2024-005 was issued on October 15, 2023 to solicit Statements of Qualifications from professional firms qualified to provide design and consulting services in a variety of disciplines for the purpose of providing services to support the implementation of City plans, projects, and initiatives such as the FPRA Redevelopment Plan, Comprehensive Plan, Capital Improvement Plan and Downtown Master Plan. The City 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. Once vendors are selected, the FPRA will request scopes of work from the qualified firms to further develop the concepts and ideas presented in the Downtown Master Plan, as approved in the 2024 Project Based Budget and FPRA Capital Improvement Plan. **23 responses were received and the responses were evaluated on February 2, 2024.**

> Staff is waiting on the Purchasing Department and the City Attorney to complete agreements with identified professional consultants.

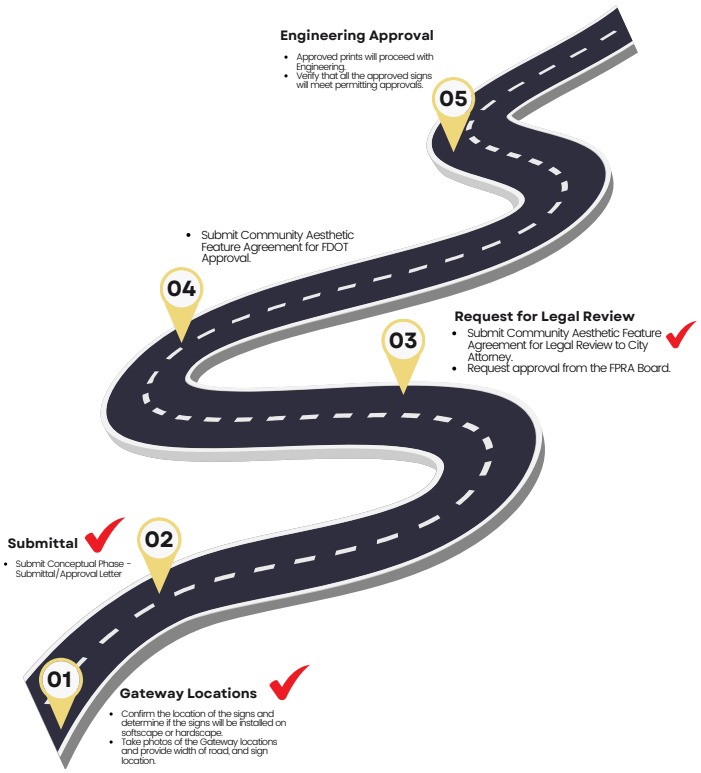
Fisherman's Wharf

Fisherman's Wharf is located at the southern end of the Port and only a quarter mile from the former King Plant site, acts as a buffer between the working port area and historic Downtown Fort Pierce. It is currently underutilized and represents a significant opportunity to create a destination waterfront development in the Fort Pierce Redevelopment Area. In early 2020, the Fort Pierce Redevelopment Agency (FPRA) embarked upon a two-phase solicitation process - Request for Qualifications and Request for Proposals - for the redevelopment of Fisherman's Wharf. The goal for the redevelopment is to create a unique place where people will visit and gather to shop, dine, work, and live. Retaining waterfront accessibility to all residents and visitors and enhancing the waterfront for public use is a top priority while also achieving redevelopment of the parcels that will add to the tax base and stimulate the economic activity in the redevelopment area.

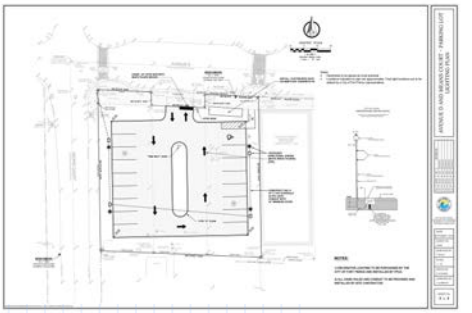
The FPRA ultimately executed a development agreement with the highest ranked proposer, Pierce 1 Marina, to develop a $26 Million mixed-use project including a state-of-the-art automated dry stack boat storage facility, restaurants, water taxi, marina, residential and retail. Throughout 2021 and 2022, both parties worked on their respective obligations per the agreement. The FPRA Board, City of Fort Pierce and Pierce 1 Marina have since executed several amendments to the agreement to extend the deadlines in the agreement for the City to cure title and survey objections raised by the developer. The City Commission and FPRA Board approved a fourth amendment to extend and toll the time periods in the agreement for 12 months.

Wayfinding

The City of Fort Pierce/Fort Pierce Redevelopment Agency issued a Request for Proposals (RFP) for the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the city. RFP 2023-010 was issued on December 28, 2021 and ten (10) proposals were received by the deadline of February 21, 2023. Staff received authorization to negotiate a contract with the highest ranked respondent, Don Bell Signs, Inc. of Port Orange, Florida for a Comprehensive Wayfinding Program consisting of approximately 62 sign assets (Gateway/Entrance Signs, Wayfinding Directional Signs, District Brand Signs and Public Parking Signs) on May 9, 2023. Staff has received final design locations for the gateway signs. The next step is to submit for the Community Aesthetic Feature application to receive approval from FDOT for the placement of the signs.

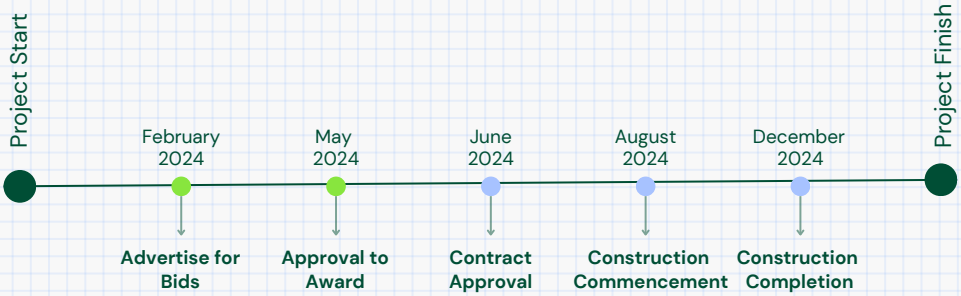


Parking Infrastructure



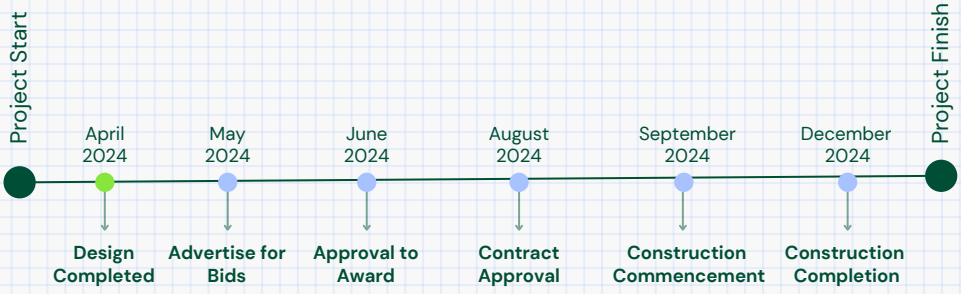
Project Timeline
1200 Avenue D

The goal is to request award of the construction contract to the lowest bidder at the June FPRA meeting.



Project Timeline
JC Penney Parking Lot

Engineering is finalizing the construction documents and is targeting May 28 to advertise for Bids.



Freebee

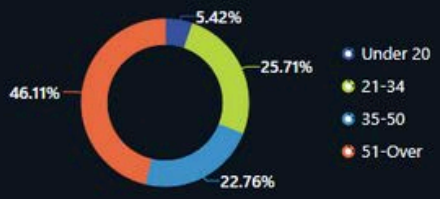
Freebee is a free, on-demand, 100% electric transportation service that serves the Fort Pierce Redevelopment Agency's districts. This program was launched on February 15, 2023 as a 1 year pilot program to provide consumers with door-to-door service to local businesses, beaches, and local events from Thursday to Sunday. After a year of service and much success, the FPRA and St. Lucie County received an FDOT grant that will help fund this program for another 3 years and extend service days, hours and locations. At the May 14, 2024 FPRA meeting, the Master Service Agreement with BEEFREE, LLC was approved to continue the service and expand the boundaries and days and hours of operation beginning June, 2024.



Zone Summary
May Ridership

COMPLETED RIDES	PASSENGERS	AVG DRIVER RATING
1,085	1,740	4.89

MEN DRIVEN	FEMALE DRIVEN	VMT
930	810	0



RIDES BY WAITING TIMES	0-10 MIN	10-15 MIN	15-20 MIN	20-30 MIN	30+ MIN
	829	163	61	28	4

APP RIDES	FLAG DOWN RIDES	DISPATCH RIDES	UNIQUE RIDES
857	159	69	411



Passengers and Rides by Month (YTD)



Surplus Property

The restoration of Fort Pierce's neighborhoods is a key strategy to revitalizing the Fort Pierce Redevelopment Area (FPRA). An effective strategy to accomplish this goal is by selling surplus property owned by the FPRA. When the FPRA Board formally designates a property as surplus, it will be put up for sale to the public through a Request for Bids. When the FPRA Board formally designates a property as surplus, it will be put up for sale to the public through a Request for Proposals (RFP) process. This will allow interested parties to submit their proposals for the development or utilization of the surplus property, thereby contributing to the overall revitalization efforts of the area.

On February 22, 2024, the Fort Pierce Redevelopment Agency (FPRA) achieved a milestone by successfully transferring the sale of three surplus properties: 424 Douglas Court, 426 Douglas Court, and 612 N 25th Street. This accomplishment marks a significant step forward in the city's revitalization efforts. With the sale completed, anticipation is high for the development of these properties. The community eagerly awaits the transformation of these sites, anticipating the positive impact they will have on the surrounding neighborhoods and the overall enhancement of the FPRA.

Commercial Façade Grant

The primary objective of the Fort Pierce Redevelopment Agency (FPRA) Commercial Façade Grant is to promote the revitalization of commercial corridors within the FPRA district. The grant's primary objective is to encourage private investments that will enhance the overall look of buildings and properties, while also addressing issues related to blight and non-conforming design standards.
By participating in this program, property owners and businesses are motivated to enhance the visual appeal of their establishments, leading to a positive impact on property values, higher tenant occupancy rates, and fostering economic development.

The FPRA Board recently approved agreements for commercial façade grants for several properties, including 215 N 2nd St, 500 Orange Avenue, 701 Atlantic Avenue, 710 Orange Avenue, and 2203 Orange Ave. These approvals signal the commencement of façade improvement projects for these locations. We are eagerly awaiting the commencement and completion of these projects, which promise to enhance the visual appeal of the properties.

The Commercial Façade program will begin accepting applications in June 2024, offering further opportunities to property owners to participate and benefit from this revitalization initiative.

Paint Program

The FPRA Paint Program was established to encourage commercial and residential property owners to improve the exterior of their structures. The purpose of this program is to brighten and transform both residential and commercial properties situated within the FPRA District. The program offers financial support in the form of a reimbursable grant, providing up to $1,000 per home or business to cover the expenses related to exterior paint and paint supplies.

The FPRA Paint Program is successfully achieving the goals by helping property owners to revitalize and renovate their commercial and residential properties within our district. This program sets in motion the catalytic effect of making neighborhoods more welcoming and enticing to visitors, residents, and potential homebuyers.

The FPRA Paint Program has made substantial progress in its mission to revitalize the community, with forty-three properties approved for reimbursement and a total of $34,723.28 disbursed. With $15,276.72 remaining in the program's budget, there is still ample opportunity to support property owners in enhancing their exteriors.

Of the approved properties, twenty-one are commercial establishments, highlighting the program's impact on enhancing the attractiveness of local businesses. Additionally, twenty-two residential properties have been approved, demonstrating the program's success in fostering pride and investment among homeowners.

Paint Program





510 N. 9TH ST.





1531 DELAWARE AVE





215 N. 2ND ST.

Paint Program





3110 AVENUE C





1214 N. 13TH ST.





1412 N. 27TH ST.

Commercial Sign Program

As part of the commitment to increase local business awareness, economic productivity, and the overall visual appeal of the Fort Pierce Redevelopment Agency (FPRA), the FPRA has launched the Commercial Sign Grant Program. This program encourages property owners to upgrade their signage, replacing old and outdated ones with modern and visually appealing signs. Upgrading signage is not only more aesthetically attractive for the residents and visitors in our community but also increases the brand exposure of businesses to improve the chances of new customer acquisition and repeat business.

The program provides financial assistance by offering a reimbursable grant of up to $5,000 per property. This grant is being offered to existing businesses and can be used towards a new sign or to upgrade and replace old and outdated signs with modern and visually appealing signs.

The property must be located within the FPRA District to be eligible for this program. The funds will be distributed on a first-come, first-served basis until all funds are depleted.





Within the past month, two property owners have successfully completed their Commercial Sign projects, meeting all program requirements and becoming eligible for reimbursement. The properties located at 616 Atlantic Avenue and 927 N US Highway 1 have undergone sign upgrades, contributing to the revitalization and visual enhancement of their respective areas. Since its inception, the program has made approved a total of seven applications for reimbursement, amounting to $26,662.50 in financial assistance allocated to businesses for sign upgrades and replacements.

The property owner of 736 Delaware Avenue successfully completed their Commercial Sign project, meeting all program requirements and becoming eligible for reimbursement.



Old St. Anastasia

Exterior Restoration

On August 8, 2023, through a competitive bid process, the Fort Pierce Redevelopment Agency (FPRA) selected Innovative Masonry Restoration, LLC (IMR) as the contractor to restore the exterior structure of the Old St. Anastasia Catholic School Building. The building is situated on Orange Avenue, and the FPRA Board has allocated a budget of $588,168.46 for the exterior restoration.
The project's objective is to enhance the community's aesthetic appeal while also eliminating slum and blight. The restoration will entail repairing and revitalizing the building's exterior to resemble its original appearance.

- On May 7, 2024, the Planning Department administratively approved the Certificate of Appropriateness for exterior restorations.
- Innovative Masonry Restoration has submitted their DPCR application with the Building Department, we are awaiting approval.





PAD Mural Program

The Fort Pierce Redevelopment Agency (FPRA) has successfully secured three properties for murals located at 526 Ave A, 717 Orange Ave, and 117 N. 5th St.
Artist and property owner agreements have been signed for 117 N. 5th St. and are currently being reviewed by the City Attorney.
A new Call for Artist is currently open for the 526 Ave A and 717 Orange Ave properties. Entry deadline is June 11, 2024.

The Peacock Arts District (PAD) continues to expand with more artwork and an increasing number of properties and artists collaborating to support this initiative. Through the power of art, we aim to attract positive attention, promote economic development, and enhance the aesthetic appeal of the area.

Peacock Arts District Call for Artist
Scan QR code to apply

PEACOCK ARTS DISTRICT

Oaks at Moore's Creek

The 15 new single-family homes will be located on Means Court, between Avenue B and Moore's Creek. Phase II will offer potential first-time home buyers four different residential models. The models are all 3 bedroom, 2 baths ranging from 1200 square feet to 1700 square feet. The homes will sell between $289k-$349k and will be sold to first-time homebuyers who are income eligible.



The developer has successfully completed the crucial first step of the construction process by framing the foundation for the two-story home that is planned to be built on lot 6. This signifies the beginning of a transformative process that will soon result the completion of a beautiful new house for the first family to reside in the Oaks at Moore's Creek Phase II. Currently, the developer is diligently working on wrapping up all necessary procedures to close the deal on the construction financing source for the project.

Highwaymen Museum

The City of Fort Pierce was awarded an African American Cultural and Historical Grant from the Department of State in the amount of $483,662 for the renovation of the Jackie L. Caynon Building to create the City of Fort Pierce Florida Highwaymen Museum. Slated to open in January 2024, the museum, honoring historic African American Highwaymen artists, will showcase works of art that originated in Fort Pierce. The project will be presented to the Historic Preservation Board in January 2024 because the building is located in Lincoln Park, a historical district. Work on the renovation project is expected to begin soon as project contractors are finalizing the plans for submission to the Building Department for permitting, the fire suppression plan has received approval from the St. Lucie County Fire District and the plan received approval from the Historic Preservation Board.

Permit applications for the Highwaymen Museum Project, including the fence, generator, fire alarm, and fire sprinklers have been approved by the Fire District. The project is expected to begin in June 2024 and be completed in October 2024. Based on the revised schedule a request was submitted to the Department of State and has been approved to extend the grant to December 31, 2024. This extension should provide ample time to complete the four-month project. The Highwaymen Foundation is planning an event to kickoff the start of the renovations.

Incubate Neighborhood Center

The project, proposed by the Incubate Neighborhood Center, to transform the historically significant Means Court Center into a multi-service community resource hub that offers classes to help startup companies and entrepreneurs develop their businesses as well as homeownership, workforce development, and financial-lending programs. The multi-purpose facility will provide space for co-located nonprofits to offer social services in one central location on the first level, along with meeting spaces, classrooms, and media production facilities. The second level will be a business incubator.

Since meeting with Incubate Neighborhood Center, the primary occupant of the building, the organization's design professional has provided weekly updates regarding developing the plans to submit for the Change of Use application.

The building permits for the project were recently renewed, work restarted, and continues moving forward with the improvements to the first floor of two-story facility. The workers are currently working on the plumbing for new ADA bathrooms, scheduling concrete work, and coordinating with the Fire District for plan approval. The team is contemplating revisions to the HVAC system, which are estimated to cost around $3,000 and take 2-3 weeks. According to the revised project schedule, the first floor is expected to be completed in September 2024 and work on the second floor is expected to commence in October 2024 and be completed in January 2025.

Avenue D Model Block Project

Through a multi-agency partnership, the St. Lucie County Government, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency (FPRA) are working together to bring a mixed-use development with affordable housing to the Lincoln Park District. The proposed site consists primarily of county-owned parcels located generally at Ave. D and 7th Street.

In April of 2023, the County, City, and FPRA entered into an interlocal agreement and issued a Request For Information (RFI) through the County's Procurement Department to obtain input from members of the real estate development community to gauge general interest toward the creation of a Request for Proposal (RFP).

The goal of this RFP is to solicit interested parties who are qualified and experienced to develop a "Model Block" for the Lincoln Park neighborhood. Services to be considered for this "Model Block" project include, but are not limited to, affordable housing, retail opportunities, commercial/retail/office opportunities, community resource/family success center, and onsite parking. The community resource/family success center is intended to include the St. Lucie County Community Services offices (Housing, Human Services and Veteran Services) as well as Women, Infants and Children (WIC) and Florida Community Health Center (OB-GYN/Pediatrics).

A new Request for Proposals was issued by St. Lucie County on April 14, 2024 with proposals due on May 22, 2024.

Sunrise Theatre

The Sunrise Theatre looks ahead to Sunrise Theatre Camp 2024 featuring two workshops, 3 weeks long. Sunrise Theatre teamed up with StageFright Academy to host an amazing lineup of plays for children to perform such as the classic tale, “Where the Wild Things Are,” beginning June 3rd. Camp hours are Monday through Friday, from 8:30 AM to 4:30 PM. StageFright Academy is a local venue that strives to give children a safe and creative place to learn bridging inclusion and diversity.

The Sunrise Theatre is looking to partner with Humana once again to bring back the FREE summertime movies. Last year was the first time for the return of the summertime movies since COVID. The Sunrise featured 4 matinee films, FREE to the community, advertising on various platforms and was in lieu of the 100 Year Centennial Celebration.

The Marketing & Development Director is currently working closely with the Grants Division to, again, apply for the Arts & Cultural grant provided by the Florida Department of State (DOS Grants). Together, they will look to improve the score as the Theatre ranked 3rd in its category last year. The grant assists tremendously to further stretch the marketing budget for the theatre.





Visit the link below for tickets

https://sunrisetheatre.com

DOWNTOWN
DETAIL

During the month of May 2024 (as of 05/20/24), there were a total of 15 FPRA details worked for the downtown area. There were 39 calls for service during the detail times. The top three activities logged were traffic stops, patrols, and responding to suspicious persons.

During this time 3 case reports were completed.

- One case involved a vandalism.
- Two cases involving traffic accidents.

Table 1 - Calls for service in Downtown area

Nature	Calls
SUSPICIOUS PERSON	7
VEHICLE OR TRAFFIC STOP	6
CLOSE PATROL	5
TRAFFIC ACCIDENT	3
TRESPASSING COMPLAINT	3
ASSIST TO MOTORIST	2
DISTURBANCE	2
FOOT PATROL	2
CONDUCT INVESTIGATION	1
OTHER	1
SICK/INJURED PERSON	1
TRAFFIC RELATED	1
TRANSPORT OR ESCORT	1
UNKNOWN	1
UNWELCOME PERSON	1
UTILITY PROBLEM	1
VANDALISM	1
Total	39

PATROL AREA

The Downtown area is east of US1, between Seaway Drive and Citrus Avenue with extra patrol of the Galleria (Orange / Avenue 2nd Street) and the alleyways between 113 and 121 N 2nd (Kraaz and Kraaz Building and FRLS building).

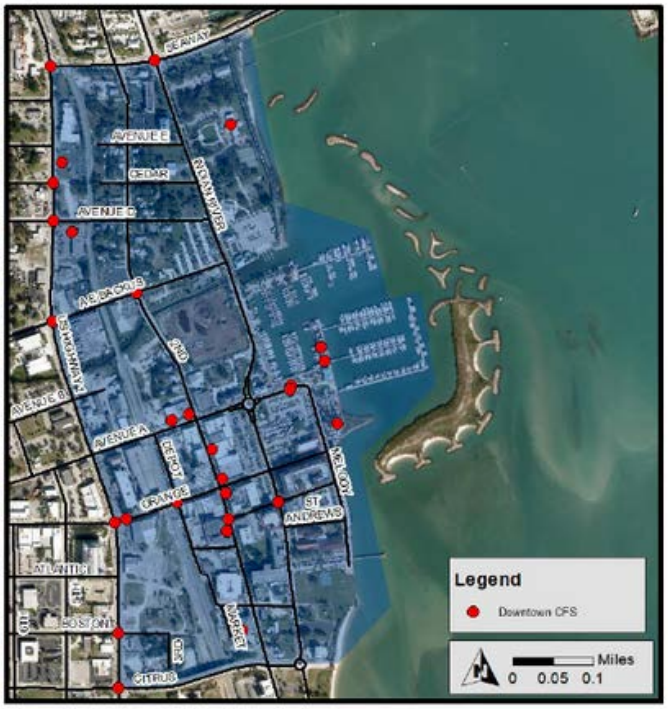
HOURS OF PATROL

Fridays
6:30pm – 2:30am

Saturdays
8:00am – 2:00pm
3:00pm – 9:00pm
9:00pm – 3:00am

Sundays
8:00am – 12:00pm

Map 1 - Calls for service in Downtown area



JETTY PARK
DETAIL

During the month of May 2024 (as of 05/20/24), there were a total of 9 FPRA details worked for the Jetty Park area. There were 12 calls for service during the detail times. The top three activities logged were patrols, conducting investigations, and traffic stops.

- During this time 0 case report was completed.

Table 1 - Calls for service in Jetty Park area

Nature	Calls
CLOSE PATROL	3
CONDUCT INVESTIGATION	2
TRAFFIC STOP	2
DISTURBANCE	1
FOOT PATROL	1
OTHER	1
PREMISE ALARM	1
UNWELCOME PERSON	1
Total	12

PATROL AREA

Off-duty officers assigned to patrol Jetty Park and its surrounding areas are responsible for ensuring the safety and security of park visitors, the parking lots, Jetty boardwalk, beach area, and adjacent businesses.

HOURS OF PATROL

Fridays
7:00pm – 1:00am
Saturdays
8:00pm – 2:00am
Sundays
6:00pm – 12:00am

Map 1 - Calls for service in Jetty Park area



School Resource Officers







SRO Mary Stephens
Dan McCarty Middle School

Officer Stephens continues to mentor Dan McCarty students. She continues to create connections with the students through conversations, actions and relationship building. Officer Stephens continues to keep the students and staff safe by completing campus safety checks. Officer Stephens completed four threat assessments. In addition, while providing mentoring Officer Stephens took the time to teach the students how to sew by using a sewing machine. Dan McCarty Middle School participated in the monthly drills.

Training attended by SRO's during October related to SRO

Officer Goz and Officer Stephens attended the Fort Pierce Police Department monthly training. Officer Goz also attended a web base training from NTAC (National Threat Assessment Center) Secret Service.Class Name:(Enhancing School Safety Using Behavioral Threat Assessment) on May 8, 2024. In addition, Officer Goz completed, Response to Active Shooter Events train the trainer course on May 15, 2024.

SRO Jorge Goz
C.A. Moore

Officer Goz continues his mentoring program with his fourth-grade student and 5th grade Safety Patrol. Officer Goz also continues providing students in need with food for the weekend through the partnership of Grace Pack, food bank and donations. In the month of May Officer Goz worked along the Community Engagement Unit to bring the Fort Pierce Police Department food truck out to Chester a Moore. The food truck was brought out on May 9, 2024, this coincided with teacher appreciation week and students state exams. Due to this the whole school from teachers to students received a meal (hot dogs, chips and a drink). Chester A Moore Elementary participated in the monthly drills during the month of May.



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