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

CITY COMMISSION AGENDA

City Commission Meeting - Monday, September 8, 2025 - 9:00 a.m.
City Hall - 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 the minutes of the August 11,2025 Day Meeting.

5. **Proclamations**

   A. Hunger Action Month Proclamation, Treasure Coast Food Bank

6. **Additions or deletions to agenda and approval of the agenda.**

7. **COMMENTS FROM THE PUBLIC**

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

8. **Miscellaneous Reports and Presentations**

   A. 2025 Strategic Plan Update

   B. Keep Fort Pierce Beautiful Anti-Littering Campaign Update

9. **Consent Agenda**

A. Approval to execute the Indian River Drive Corridor Improvements construction contract, Bid No. 2025-019 with Ferreira Construction Company, Inc. in an amount not to exceed $10,254,124.04, as awarded by the City Commission on July 21, 2025.

10. **City Commission - Resolutions**

A. Resolution 25-R51 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

B. Resolution 25-R67 REVISED Renewing the Clean & Safe Community Initiative by amending the sunset date.

11. **New Business - City Commission Discussion Items**

A. Discussion of proposed purchasing code amendment

B. Discussion of proposed 2026 City of Fort Pierce legislative priorities.

12. **City Commission Boards and Committees Updates**

13. **Adjournment**

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

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

City Commission Day Meeting 9:00 AM **4. A.**

Meeting Date: 09/08/2025

Re: Approval of the Minutes of the August 11,2025 Day Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the August 11,2025 Day Meeting.

Attachments

08.11.2025 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 08/21/2025 02:27 PM

Final Approval Date: 08/21/2025

MINUTES OF A DAY MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9 A.M. ON MONDAY, AUGUST 11, 2025.

1. **Call to Order**

Mayor Hudson called the August 11, 2025 Day Meeting to order at 9:00 a.m.

2. **Pledge of Allegiance**

3. **Roll Call**

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

Staff Present: City Manager Richard Chess
City Attorney Sara Hedges
City Clerk Linda Cox

4. **Approval of Minutes**

A. Approval of the minutes of the July 14, 2025 Day Meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the July 14, 2025 Day Meeting.

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

Passed

5. **Proclamations**

6. **Additions or deletions to agenda and approval of the agenda.**

Staff requests that items 8B and 10A be pulled.

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

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

Passed

7. COMMENTS FROM THE PUBLIC

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

No comments

8. **Miscellaneous Reports and Presentations**

A. Presentation of the 2025 Legislative Session Final Report by Ryan Matthews, of GrayRobinson.

Ryan Matthews, GrayRobinson, presented the 2025 Legislative Session Final Report.

Commissioners and Mr. Matthews discussed potential legislative changes in Florida that could significantly impact municipal revenues, particularly from ad valorem property taxes. The proposed increases to homestead exemptions—or elimination of property taxes—could result in major funding shortfalls without alternative revenue sources.

Key Points:

Ad Valorem Revenue Risk
Local governments rely heavily (approx. 60%) on real estate taxes to fund essential services, including police and fire.
Current proposals do not identify replacement funding, risking service reductions.
Historical analysis shows replacing property tax revenue would require a substantial sales tax increase (e.g., 12%).

Additional Legislative Concerns
Utility Relocation Costs: State policy shifts have increased local costs for moving utilities during infrastructure projects.
CRA & Sovereign Immunity: Anticipated return of legislative efforts to restrict Community Redevelopment Agencies and limit municipal liability.
Municipal Utilities: Possible restrictions on transferring utility revenues to general funds.
Gas Tax Decline: Growth in electric vehicles threatens gas tax revenue; proposals to increase EV registration fees have failed.

Public Communication & Restrictions
Legal limits exist on how municipalities can educate residents about pending constitutional amendments.
Commissioners expressed the need for clearer public outreach to explain budget realities and legislative impacts.

State-Local Disconnect
Perceived gap between state legislators' understanding and cities' fiscal needs.
Rising property values have increased tax revenues without millage rate hikes, but many residents misunderstand the causes.
Public frustration over property taxes fuels political pressure for cuts, despite funding needs for city services.

Action & Advocacy
Encourage constituent engagement through programs like the Florida League of Cities' "Local Voices United."
Commissioners stressed direct communication with legislative leaders and unified advocacy from municipalities.
Acknowledged the likelihood of multiple proposals in the upcoming legislative session, culminating in a ballot measure.

The City must prepare for potential significant revenue losses from state legislative changes, particularly in property taxation. Proactive public education, legislative engagement, and diversified revenue planning are essential to maintaining service levels.

B. PULLED AT STAFF REQUEST. Presentation of the 2025 Juneteenth Sponsorship Report and event highlights by Gregory Jones, of Treasure Coast Barbers United.

C. Main Street Fort Pierce, Inc. program update covering the third quarter of FY2025 (April 1, 2025 to June 30, 2025).

Doris Tillman, Executive Director, and Michelle Cavalcanti, presented the Main Street Fort Pierce, Inc. program update covering the third quarter of FY2025. The presentation highlighted partnerships, events, business development, volunteerism, and media outreach during the April–June period, noting that additional activities have occurred since the quarter ended.

Key Highlights
Partnerships & Collaborations
Continued cooperation with FPUA, Fort Pierce Yacht Club, Jazz Society, Downtown Business Alliance, and local businesses for events such as Coffee with the Mayor, Stars Over St. Lucie, and Sites & Sounds.
New project with University of Florida's IFAS Extension and the Garden Club to beautify downtown with flowers and public planting activities.
Local businesses provided venues, in-kind support, and sponsorships for community events.

Events & Community Engagement
Friday Fest: Expanded food vendor options; hosted volunteer groups and community fundraisers; added family-friendly activities.
Stars Over St. Lucie: Partnered with FPUA for live-streaming (6,700 online viewers); successful execution despite weather concerns; praised city staff's support.
Annual public meeting and ongoing planning for Sites & Sounds holiday event.

Volunteer Contributions
Significant volunteer hours from downtown business owners, employees, residents, and community groups.
Fundraising events (golf tournament, reverse raffle) continue to support operational expenses.

Media & Marketing
Focus Magazine: Over 9,400 copies printed this quarter; featured local events, business spotlights, historic coloring pages, and city updates.
Social media and web traffic exceeded previous year's quarterly figures.
Promotion of city programs, grants, and beautification projects.

Business Development
Maintained and updated inventory of vacant/occupied commercial spaces.
Supported openings of new businesses, including The Harbor Cocktail Lounge; published articles to promote them.
Net change in downtown employment: +1 full-time position (5 gained, 4 lost).
Assisted with marketing and event planning for downtown merchants.

Recognition
Re-accredited by Main Street America, reflecting adherence to national standards and best practices.
Mayor Hudson encouraged Main Street to present the downtown beautification project at an upcoming Keep Fort Pierce Beautiful committee meeting. Multiple committee members, including Garden Club representatives, can assist in coordinating efforts.

D. Kings Highway Corridor Update - Economic Development Council of St. Lucie County

Pete Tesch, EDC, Leslie Olson, District Planning Group, and Wes McCurry presented the Kings Highway Corridor Update.

Overview
The Economic Development Council (EDC) presented findings from Phase 1 of the Kings Highway Corridor initiative, focusing on leveraging the area between Okeechobee Road and Orange Avenue for high-quality job creation, tax base expansion, and economic growth. The corridor features three major interstate interchanges in proximity and significant undeveloped land.

Key Findings & Challenges
Jurisdictional Complexity: About two-thirds of the area remains under unincorporated St. Lucie County; city and county land use/zoning are inconsistent.
Lack of Industrial Design Standards: Neither city nor county require architectural/landscaping standards for industrial zoning, raising concerns about corridor aesthetics.
Infrastructure Needs: Limited electric capacity (especially in FPL service areas), constrained roadways (Kings Hwy projected to fail by 2050 north of study area; Orange Ave & Okeechobee already congested). Graham Road overpass improvements needed.
Limited Industrial Zoning: Few areas are currently zoned for industrial uses suitable for targeted job creators.
Stakeholder Input: Property owners, developers, and the Kings Highway Corridor Association support coordinated planning, streamlined approvals, and improved infrastructure.

Phase 2 Recommendations
Economic Impact Analysis – Quantify tax revenue potential and job creation benefits.
Infrastructure Improvements – Address electric capacity and roadway upgrades.
Unified Overlay Zone – Single set of zoning, permitted uses, and higher design standards for city and county; optional “opt-in” process for developers with 3-year sunset review.
Specific Use Targets – Define preferred industrial/commercial uses and exclude incompatible heavy industry.
Economic Development Fund – Dedicated matching funds for state grants and infrastructure.

Commission Discussion Highlights
Strong overall support for the project as a long-term, high-impact jobs initiative.
Agreement on avoiding heavy industrial in the corridor; focus on light manufacturing, commercial, and office uses.
Support for the overlay concept but with caution regarding expedited approvals without commission oversight.
Emphasis on early annexation strategy to ensure the city benefits from growth and tax revenue.
Importance of clear public communication distinguishing “industrial” from “heavy industrial” to prevent misconceptions.
Advocacy for Graham Road improvements as a traffic relief route given anticipated growth.
Recognition of Ashley Capital’s development as an immediate anchor project.
Anticipation of complex city-county coordination, with overlay potentially adopted separately by each jurisdiction.

Next Steps
Incorporate commission feedback into the final Phase 1 report.
Begin Phase 2: develop overlay framework, advance infrastructure planning, initiate economic impact analysis, and prepare annexation strategy.
Provide visual examples of preferred uses/designs in final presentation.

E. Police Department's Response to Center for Public Safety Management's final report.

Chief Bob Ridle presented the Public Safety Management's final report.

Commission Concerns, Requests, and Remarks

Request for a detailed executive summary outlining:
Current critical staffing levels, open positions, and timelines to fill
Overlap across departments and impact on budget
Vacancies already reflected in FY26 budget
Interest in facility needs assessment; last space study was in 2006, with current facilities at capacity.
Acknowledgment that growth to the west and southwest will require capital planning for expanded police facilities.
Recognition that staffing shortages are a core issue requiring increased funding.
Appreciation for department's openness to external review and transparent responses to recommendations.

The Board took a five-minute recess.

9. **Consent Agenda**

A. Approval of PRP Construction Group, LLC Change Order No. 1 in the amount of $169,546.00 for the Frances Avenue improvement project additional drainage adjustments.

B. Approval to enter into a Lighting, Maintenance, and Compensation Agreement with FDOT for a term of 7-years in the amount of $412,538.24 annually for the maintenance of street lights along State roadways within city limits.

C. Approval of Main Street Fort Pierce Inc.'s Third Quarter Disbursement in the amount of $12,500 subject to acceptance of the Third Quarter Report.

D. Approval for the Letter of Support for the Fort Pierce Utilities Authority Website Modernization Project.

Commissioner Johnson pulled item 9A.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve items 9B-9D of the Consent Agenda.

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

Passed

As to item 9A
Commissioner Johnson inquired on the increase in the purchase order.

Issue & Explanation
Significant change order issued for ongoing utility/stormwater project due to unforeseen conditions discovered during excavation.
Examples included deteriorated or improvised piping (e.g., reinforced concrete pipe with metal pipe inserted inside) and other conflicts not visible before digging.

Mark Zrallack, City Engineer, indicated such findings are common in aging infrastructure and cannot always be predicted; some repairs were completed through lower-cost methods (e.g., lining instead of full replacement).

Completion & Future Impact
Project is in final paving stage; no further major cost increases anticipated.
Change order totaled approximately $160K, funded entirely through the Stormwater Fund (impact and stormwater fees), with no impact on the general budget.

Technology & Inspection Capabilities
Camera inspections can sometimes detect such issues but are costly for large areas; currently used selectively after blockages are found.
Public Works owns a dormant inspection camera trailer; Engineering is seeking quotes to retrofit and reactivate it.
Regular inspection of stormwater infrastructure is required annually by the state; commissioners suggested expanding frequency and using in-house equipment to improve drainage system maintenance and reduce outsourcing costs.

Commission Comments
Emphasis on public awareness of stormwater infrastructure importance.
Support for restoring in-house inspection capability to monitor problematic drainage areas and maximize equipment already owned by the city.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve item 9A of the Consent Agenda.

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

Passed

10. **City Commission - Resolutions**

A. PULLED AT THE REQUEST OF STAFF. Resolution 25-R51 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

B. Resolution 25-R58 approving the Fort Pierce Utilities Authority FY2026 Annual Budget and FY2025 Amended Budget

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

RESOLUTION NO. 25-R58
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE FISCAL YEAR 2026 BUDGET FOR THE FORT PIERCE UTILITIES AUTHORITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; APPROVING THE FISCAL YEAR 2025 AMENDED BUDGET; WAIVING THE 30 DAY PERIOD FOR DISAPPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Javier Cisneros, Director of Utilities, and Michelle Harris, Finance Director, presented the Fort Pierce Utilities Authority FY2026 Annual Budget and FY2025 Amended Budget.

Budget Goals & Approach
Focus on aging infrastructure replacement and managing city growth while preparing for future expansion.
Unique funding approach: combination of rates and debt while avoiding rate increases beyond the Public Service Commission (PSC) Index.
Developed through early-year department planning, capital/O&M review, workshops, and board approvals.
FY26 capital spending supported by grants, revenue bonds, and rate funding; ongoing monitoring throughout the year.

Financial Strategy & Stability Programs
DART Program and rate stabilization fund have kept Power Cost Adjustment (PCA) at zero for nearly 3 years.
Long-term goal: levelize operating, capital, and purchase power costs to avoid large customer bill spikes.
Issuance of utility revenue bonds planned for 2026 to fund large projects (spread over asset life, shared by future ratepayers).

Short-term line of credit (10–15M) to bridge funding gaps and manage grant reimbursement timing.

Priority Capital Projects (FY26 Bond)
Wastewater Conveyance System – $27M, critical for redirecting flow from old to new plant.
Electric System Upgrades – New substation & transmission line upgrades to meet capacity and growth demands.
Storm Hardening of Energy Services Command Center – Upgrade to meet current hurricane standards.

Major Infrastructure Updates
New Wastewater Plant: $139M total, 100% funded via bonds, grants, and capital; ribbon-cutting expected Dec 2025.
Conveyance System: Phased approach (1A & 1B) to calibrate operations and maximize flow efficiency.
Electric Grid: Substation load relief and capacity expansion; 3–5 years to build, needed to support growth.

Revenue & Expense Drivers
Conservative growth projections: 2% for systems, 3% for customers.
$50M in FY26 capital budget funded through grants (approx. 50% of capital spend).
Major expense drivers: purchased resell power (38% of O&M), dual plant operations during wastewater transition, rising medical costs (15% increase), and contractual service escalations (3–5%).
Cost control through vendor tariff reviews, internal staffing efficiencies, and program savings (e.g., convenience fee offset $400K in bank charges).

FY26 Budget Overview
Total: $246M (Capital $103M / O&M $144M).
Funding Sources: 56% rates, 35% debt, 20% grants.
Capital Focus: Wastewater (68%), Electric (14%), Water/Gas (18%) with emphasis on storm hardening and system expansion.
Staffing: 291 full-time positions budgeted; 29 current vacancies under review before posting.
City Distribution: Projected $8M in FY26 (up from $7.9M in FY25).

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R58

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

Passed

C. Resolution 25-R59 appointing a member to the Fort Pierce Communitywide Council.

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

RESOLUTION NO. 25-R59
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITYWIDE COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson - Colleen Ryan
Commissioner Broderick – Colleen Ryan
Commissioner Johnson – Colleen Ryan
Commissioner Gaines – Colleen Ryan

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick approve Resolution No. 25-R59 appointing Colleen Ryan to the Communitywide Council.

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

Passed

D. Resolution 25-R60 appointing a member to the Fort Pierce Utilities Authority Board.

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

RESOLUTION NO. 25-R60
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF A MEMBER OF THE FORT PIERCE UTILITIES AUTHORITY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Johnson - Pearl Davis

Commissioner Broderick - Pearl Davis

Commissioner Gaines - Pearl Davis

Mayor Hudson - Pearl Davis

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Resolution No. 25-R60 reappointing Pearl Davis to the Fort Pierce Utilities Authority

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

Passed

11. **New Business - City Commission Discussion Items**

A. Budget Workshop Follow-up

Johnna Morris, Director of Finance, presented the budget update.
Budget Status
No changes to projected revenues; budget is balanced with no fund balance usage.
Personnel services: $38.7M, +$1.5M due to 5% COLA for non-bargaining and bargaining employees, police step increases (+6%), and addition of two new positions (City Engineer & Deputy City Manager). Five proposed positions removed, saving $451K.
Overtime and incentive pay adjusted to maintain balance without tapping reserves.
Operating expenditures: $19M, reduced by $538K through 3% departmental cuts and targeted line-item reductions.
Capital outlay: $1.14M after removing some projects; all CIP projects funded except one PD project due September.
Grants: $22,500 increase for Economic Development Council; 100% funded.

Fund Balance: Maintained for emergencies and unforeseen costs. Staff will monitor budget quarterly and adjust as needed.

City Clerk Salary Discussion:
Original proposal increased from $129K to $160K.
Commission consensus to adjust to $145K (includes 5% COLA + ~7% increase), effective Oct 1 with other COLA adjustments.

Will be brought back for formal vote at next meeting.

Commission Remarks:
Emphasis on fiscal caution due to potential future revenue impacts (e.g., ad valorem changes).
Acknowledgment of staff, department heads, and finance team for cooperative effort in producing a balanced, service-supportive budget without tax increases.

Next Steps
First budget hearing: Sept 8.
Minor salary adjustment to be incorporated before formal approval.

Additional Notes
Awaiting federal grant funds for Police Department capital projects; award notice received, funds pending.

12. City Commission Boards and Committees Updates

Mayor Hudson - The Fire District offers the St. Lucie County Community Connect program. Residents who complete the form provide first responders with important advanced information, enabling the Fire District to respond more effectively during emergencies.

Commissioner Johnson - The Fire District's St. Lucie County Community Connect program enables residents to share important information with first responders in advance. Commissioners encouraged community-wide participation, noting the form is easy to complete and can save lives. Marketing efforts will include placing program details in the city's outreach rotation. The TPO Board recently reviewed proposed roadway and infrastructure projects, including a suggestion for railroad expansion through central Fort Pierce. Commissioners expressed strong opposition due to potential traffic impacts and community disruption. A unified stance from city and county representatives was presented, and further discussions were requested. Commissioner Broderick was appointed to lead coordination with the Congressman and other stakeholders on this matter.

Commissioner Broderick-During the TPO Board meeting, commissioners and other elected officials unanimously expressed frustration with dealings involving Florida East Coast (FEC) Railway. Concerns centered on a proposed expansion project through Fort Pierce, with no clear public benefit and significant taxpayer cost without authorization. Commissioners opposed any expansion within Fort Pierce.

Commissioner Johnson proposed forming a working group to consolidate concerns and allow FEC an opportunity to respond. The group will include representatives from Fort Pierce, St. Lucie County, and Port St. Lucie. Congressman Mast, noted for his ability to initiate congressional hearings, is supportive of local efforts and has offered assistance. Coordination will be handled through the City Clerk's office to identify designated participants from each jurisdiction.

Commissioner Gaines reported that the Affordable Housing Committee met last week. He noted the discussion was productive and recommended scheduling an appointment with Director Freeman upon his return. Commissioner Gaines emphasized that Director Freeman's expertise in affordable housing, statutory requirements, and Board priorities would provide valuable insight as the committee works to address the 11 items outlined in the statute. This meeting would help the committee clarify its focus and move forward more effectively.
Retirement Board
Commissioner Gaines further reported that the Retirement Board also met following the last commission meeting. He stated the meeting was straightforward and that the COLA issue was addressed.

13. **Adjournment**

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

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Day Meeting 9:00 AM **5. A.**

Meeting Date: 09/08/2025

Re: Hunger Action Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Hunger Action Month Proclamation, Treasure Coast Food Bank

Attachments

Hunger Action Month

Form Review

Form Started By: Latoya Ransom Started On: 06/23/2025 04:31 PM

Final Approval Date: 06/23/2025

WHEREAS, hunger and poverty remain issues of grave concern in the United States, the State of Florida, and on the Treasure Coast, with 250,000 children, adults, seniors, and veterans experiencing food insecurity on a weekly basis; and

WHEREAS, the City of Ft. Pierce is committed to taking steps to raise awareness about the need to combat hunger in every part of our City and to provide additional resources that the citizens of Ft. Pierce need; and

WHEREAS, the City of Fort Pierce is committed to working with the Treasure Coast Food Bank in mobilizing people about the role and importance of food banks and other hunger relief organizations in addressing hunger and bringing attention to the need to devote more resources and attention to hunger issues; and

WHEREAS, food banks and hunger relief organizations across the country, including the Treasure Coast Food Bank, coordinated Hunger Action Day on September 9, 2025 and will continue to host numerous events throughout the month of September to shed light on this important issue and encourage involvement in efforts to end hunger in their local community.

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

Hunger Action Month

in the City of Fort Pierce and call this observance to the attention of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 8th day of September 2025.

MAYOR/COMMISSIONER

City Commission Day Meeting 9:00 AM **8. A.**

Meeting Date: 09/08/2025

Re: 2025 Strategic Plan Update

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

2025 Strategic Plan Update

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	08/13/2025 06:01 PM

Form Started By: Jennifer Robinson Started On: 08/12/2025 11:54 AM

Final Approval Date: 08/13/2025

City of Fort Pierce

2025 STRATEGIC PLAN UPDATE
APRIL 2025 – AUGUST 2025

Presented by:
Richard D. Chess, MBA, City Manager
September 8, 2025

Community & Economic Development

BEAUTIFY Our Community

ACTION ITEM **Entrances/Gateways Signage and Landscaping: Development and Installation**

Activities/Milestones	Due Date	Revised Due Date	Status
A. Entrance Signs			
1. Complete FDOT Permitting for Entrance Signs	6/25	9/25	
2. Complete sign fabrication	9/25		
3. Complete Entrance Signs and Lighting Installation	10/25		
B. Entrance Landscape			
1. Complete Entrance Landscape Design	6/25	9/25	Preliminary design completed.
2. Complete Entrance Landscape Project	10/25		

Community & Economic Development

BEAUTIFY Our Community

ACTION ITEM **Mural Projects 2025**

Activities/Milestones	Due Date	Revised Due Date	Status
A. Peacock Arts District			
1. FPRA DECISION: Artist Agreement and Property Agreement	6/25		Completed
2. Complete mural	8/25		Completed. Mural located at 601 Atlantic Avenue (Project Lift)
B. Downtown			
1. FPRA DECISION: Artist Agreement and Property Agreement	6/25		Completed
2. Complete mural	8/25		Completed. Mural located at 130 N. 2nd Street (Sailfish)

Community & Economic Development

DEVELOP Our Community

ACTION ITEM **Job Corridor Development: Update Report, Direction and City Actions**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Update Report	3/25		Completed
2. Update Report	6/25		Completed
3. WORKSHOP: Development Plan – Phase 1 Presentation, Discussion and Direction on Phase 2	10/25		Completed
4. Development Plan – Phase 2	TBD		

Community & Economic Development

DEVELOP Our Community

ACTION ITEM

Historic Downtown Development Master Plan Implementation: Marina Park Conceptual Plan, Festival Street Design and Streetscapes

Activities/Milestones	Due Date	Revised Due Date	Status
A. Marina Park Conceptual Plan			
1. FPRA DECISION: Award Contract for Marina Park Conceptual Plan	3/25		Completed
2. Complete Marina Park Conceptual Plan	10/25		
3. FPRA WORKSHOP: Marina Park Conceptual Plan Presentation, Discussion and Direction	11/25		
B. Festival Street (2nd Street) Design (Avenue A to Orange Avenue)			
1. Award Contract for Design	5/25		Completed
2. Complete Design	10/25	2/26	In progress
3. PRESENTATION: Festival Street Design Plan	11/25	2/26	
C. Downtown Streetscape – Sidewalk, Trees			
1. Prepare Final Report	10/25		

Community & Economic Development

DEVELOP Our Community

ACTION ITEM **Western Peninsula: Design and Direction**

Activities/Milestones	Due Date	Revised Due Date	Status
1. FPRA: Preliminary Plan Presentation	4/25		Completed

Community & Economic Development

ENJOY Our Community

ACTION ITEM **Sunrise Theatre Operations: Private Sector Implementation**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Issue RFP	3/25		Completed
2. Evaluate proposals	4/25		Completed
3. DECISION: Award Contract for Sunrise Theatre Operations	5/25	10/25	

Public Works

BEAUTIFY Our Community

ACTION ITEM **Comprehensive City Beautification Strategy Action Plan: Goals/Outcomes, Best Practices, Report with Options, Direction, Funding and City Actions**

Activities/Milestones	Due Date	Revised Due Date	Status
1. WORKSHOP: City Beautification Problems/Issues, Goals/Outcomes	4/25		Completed
2. Research best practices and approaches used by other cities and prepare report	6/25		Completed
3. Prepare budget proposal	6/25		Completed
4. BUDGET WORKSHOP: Report Presentation and Budget FY 25-26 Proposal: Discussion and Direction	7/25		Completed
5. DECISION: Budget FY 25-26 Adoption – Funding	9/25		
6. Develop Action Plan	12/25		

Public Works

BEAUTIFY Our Community

ACTION ITEM **Public Facilities Maintenance Plan: Development and Funding**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Develop budget proposal	5/25		Completed
2. BUDGET WORKSHOP: Budget FY 25-26 Presentation, Discussion and Direction	7/25		Completed
3. DECISION: Budget FY 25-26 Adoption Funding	9/25		

Community Response

BEAUTIFY Our Community

ACTION ITEM

Proactive Property Maintenance Code and Enforcement/ Compliance: Desired Outcomes, Best Practices and Staffing Report, Direction and Funding

Activities/Milestones	Due Date	Revised Due Date	Status
A. Code Enforcement/Compliance			
1. Complete staff hiring	3/25		Completed
2. Develop Marketing Campaign to inform businesses and residents	4/25	10/25	
3. Complete staff training	5/25	10/25	
4. Complete securing administrative support	~~5/25~~		Discontinued. Position removed from budget.
5. EVALUATION REPORT: Update on Progress, Status and Future Plans	12/25		
B. Nuisance Abatement Vendors Implementation			
1. Complete legal review	2/25		Completed
2. DECISION: Contract Award	3/25	9/25	
3. Initiate implementation	4/25	9/25	

Community Response

ENJOY Our Community

ACTION ITEM **Animal Adoption Center Implementation: Voucher Program and Business Plan**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Prepare Implementation Business Plan	3/25		Completed
2. City Manager Review and Acceptance Implementation Business Plan	4/25		Completed. Pending acceptance by City Manager.
3. Complete rewrite Voucher Program Resolution	6/25	9/25	
4. DECISION: Voucher Program Resolution	7/25	10/25	

City Manager

ACTION ITEM **City-Owned Properties: Update Report, Direction and City Actions**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Prepare budget proposal for Property/Leasing Management, including potential position	5/25		Completed
2. BUDGET WORKSHOP: Budget FY 25-26 Discussion and Direction	7/25		Completed. Property /Leasing Management will be the responsibility of the new Deputy City Manager.
3. DECISION: Budget FY 25-26 Adoption and Funding	9/25		
4. Onboard position	12/25		

City Manager

ENGAGE Our Community

ACTION ITEM

Community Listening Action Plan: Listening Community Meetings, Going into the Community as a City Commission, Getting invitations from the Community

Activities/Milestones	Due Date	Revised Due Date	Status
1. WORKSHOP: Community Listening Action Plan	5/25		Completed. Presented at May 12, 2025 Commission meeting.

City Manager

ENJOY Our Community

ACTION ITEM **Little Jim Bait and Tackle Operations: RFP and Direction**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Issue RFP	2/25		Completed
2. Evaluate proposals	4/25	9/25	
3. Award Contract	6/25	10/25	

City Manager

ENJOY Our Community

ACTION ITEM **Homeless/Unhoused Residents Strategy: Report from Joint Homeless Task Force**

Activities/Milestones	Due Date	Revised Due Date	Status
1. REPORT: St. Lucie Homeless Task Force Chair	4/25	10/25	City Manager met with Treasure Coast Homeless Services Council and New Horizons.

City Attorney

ACTION ITEM **City Manager Hiring: Selection and Onboarding**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Interviews	2/25		Completed
2. DECISION: Next City Manager	2/25		Completed
3. DECISION: New City Manager Contract	3/25		Completed

City Attorney

SERVE Our Community

ACTION ITEM **Comprehensive Ordinance Review, Update and Completion**

Activities/Milestones	Due Date	Revised Due Date	Status
1. DECISION: Award Contract for Drafting Noise Ordinance	2/25		Completed
2. DECISION: Purchasing Ordinance Adoption	3/25	10/25	
~~3. DECISION: Waterways Ordinances Adoption~~	~~9/25~~		Withdrawn. There is no ordinance for the City to adopt, as that responsibility lies with the County. The City's role was to approve an Interlocal Agreement and a Resolution, which was completed on July 21, 2025.
4. DECISION: Noise Ordinance Adoption	7/26		

Police

ACTION ITEM **Community Safety Next Steps: Report with Options, Direction and Funding (including SWAT Team, Drug Task Force, Gang Task Force, Gun Violence Reduction, etc.)**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Develop budget proposal	5/25		Completed
2. BUDGET WORKSHOP: Budget FY 25-26 Presentation, Discussion and Direction	7/25		Completed
3. DECISION: Budget FY 25-26 Adoption and Funding	9/25		

Deputy City Manager

SERVE Our Community

ACTION ITEM **Technology Upgrades: Next Steps and Funding**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Develop budget proposal	5/25		Completed
2. BUDGET WORKSHOP: Budget FY 25-26 Presentation, Discussion and Direction	7/25		Completed
3. DECISION: Budget FY 25-26 Adoption and Funding	9/25		

Deputy City Manager

SERVE Our Community

ACTION ITEM **Management Succession Plan and Preparedness: Update Report and Next Steps**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Prepare presentation	4/25	8/25	Completed 8/25.
2. PRESENTATION: Overview	5/25	10/25	Will be scheduled for Commission day meeting in October 2025.

Deputy City Manager

SERVE Our Community

ACTION ITEM **Tyler Munis Program Implementation: Next Steps**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Launch Closeout EAM – Public Works	7/25	11/24	Completed November 2024.
2. Launch Parks and Recreation	11/25		

Deputy City Manager

ENJOY Our Community

ACTION ITEM **Youth Recreational Programs and Activities Expansion: Needs, Report with Options, Direction and City Role/Actions**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Develop budget proposal	5/25		Completed
2. BUDGET WORKSHOP: Budget FY 25-26 Presentation, Discussion and Direction	7/25		Completed
3. DECISION: Budget FY 25-26 Adoption and Funding	9/25		

Deputy City Manager

ACTION ITEM **Community Brand/Marketing Strategy and Action Plan: Outcomes, Best Practices, Report with Options, Direction and City Actions**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Develop budget proposal	5/25		Completed
2. BUDGET WORKSHOP: Budget FY 25-26 Presentation, Discussion and Direction	7/25		Completed
3. DECISION: Budget FY 25-26 Adoption and Funding	9/25		

Deputy City Manager

ENGAGE Our Community

ACTION ITEM **Social Media Policy and Expansion: Review, Best Practices, Report with Options, Direction and City Actions**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Finalize Social Media Policy Draft	7/25	10/25	
2. PRESENTATION: Share Social Media Policy	8/25	10/25	

Director of Utilities

DEVELOP Our Community

ACTION ITEM **Wastewater Treatment Plant Relocation: Update Report and Next Steps**

Activities/Milestones	Due Date	Revised Due Date	Status
1. 50%			Completed
2. UPDATE REPORT	4/25		Completed. The project is on schedule for December 2025 commissioning and ribbon cutting.
3. Complete 100% Operation	12/25		The plant is expected to be operational by December 2025 with 1 MGD of the normal 5 MGD flow. It will take a few years to be 100% operational before decommissioning the island plant.
4. Complete Demotion	12/27		Demolition of island plant will be after 100% conveyance system is completed to include the final step of installing a lift station near the base of bridge to take flow from island to Lift Station A. The site has been soil tested and determined to be a clean site (green field).
5. Turnover to City	2028		

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Planning Director/City Attorney

ACTION ITEM

King's Landing Development – Private Development Overview Amendment to Development Agreement (Developer-Driven)

Activities/Milestones	Due Date	Revised Due Date	Status
1. DEVELOPER UPDATE	2/25		Completed by City Attorney
2. Notification: Purchase and Sale Agreement	4/25		Completed by City Attorney
3. DECISION: Development Agreement	3/25	9/25	In progress by City Attorney
4. Receive Site Plan	3/25		Completed by Planning Director
5. TRC: Site Plan Review	4/25		Completed by Planning Director
6. Planning Board: Site Plan Review	5/25		Completed by Planning Director
7. Historic Preservation Board: Review	5/25		Completed by Planning Director
8. DECISION: Site Plan Approval	6/25	9/25	In progress by Planning Director

Finance

ACTION ITEM **Purchasing Policies and Processes: Comprehensive Evaluation, Best Practices, Report with Options and Recommendations, Directions and Implementation**

Activities/Milestones	Due Date	Revised Due Date	Status
1. Complete policies and procedures with consultant	4/25	10/25	Policies and procedures will be updated once the Purchasing Code is approved. The Code will be presented to the City Commission at the 9/22/25 meeting.
2. Develop Implementation Plan	9/25	10/25	

Future/Pending Action Items

CITY MANAGER

- Streamlining City Processes Presentation (Due 1/26)
- Cobb's Landing Direction (Due 1/26)

DEPUTY CITY MANAGER

- Remote/Flexible Working Hours Report – Pending City Manager's policy discussion with City Commission
- Budget Proposal for Swimming Grants Program (Due TBD)
- Proactive City/Community Communications Staffing Strategy (Due TBD)

CITY COMMISSION

- Transfer "One Fort Pierce" Community to the City (Due TBD)

PLANNING

- Landscape Code: Revision – Pending review of new state code
- Comprehensive Plan Update Elements Review Presentation (Due 10/25)
- Complete "Economic Development Element" in Comp Plan (Due 11/25)
- Annexations Actions Strategy Framework Presentation (Due 11/25)
- Port Redevelopment: Rezoning Presentation (Due 11/25)
- Draft Residential Design Catalog (Due 11/25)
- Law Enforcement Impact Fees Adoption (Due 1/26)
- Agricultural Zoning Ordinance Amendment TRC Review (Due 2/26)

MARINA MANAGER

- Design & Permitting Contract Award for Marina Expansion (Due 1/26)

ENGINEERING

- Complete Street Condition Re-Evaluation (Due 11/25)
- Complete Design for 13th Street Improvements (Due 8/26)

City Commission Day Meeting 9:00 AM **8. B.**

Meeting Date: 09/08/2025

Re: Keep Fort Pierce Beautiful Anti-Littering Campaign Update

Submitted For: Jason Atkinson, Director of Public Works, Public Works

SUBJECT:

Keep Fort Pierce Beautiful Anti-Littering Campaign Update

Attachments

Presentation

Form Review

Form Started By: Marsha Commond Started On: 08/25/2025 04:14 PM

Final Approval Date: 08/25/2025

“Our City. Our Responsibility.” Anti-Littering Campaign Update

By: Marsha Commond, MPA

Overview

- Background
- Our Mission & Vision
- Campaign Plan
- Community Outreaches
- Next Up

Background

City’s Strategic Goal - Beautify the Community

2024 - Keep Fort Pierce Beautiful Advisory Board recommendation to implement a public education campaign on littering and recycling.

Who We Are

Keep Fort Pierce Beautiful (KFPB) Advisory Board:

- Shirley Walker
- Bob Burdge
- Renella Mitchell
- Levi Lovell
- David BuShea
- Debbie Edmond

KFPB Advisory Board City Staff Partners:

- Public Works
- Police
- Code Compliance
- Fort Pierce Utilities Authority (FPUA)
- City Clerk's Office

Keep Fort Pierce Beautiful Program & Campaign Manager:

- Marsha Commond, Public Works

Keep Fort Pierce Beautiful Program Volunteers:

- Adopt-A-Road
- Quarterly Community Cleanup
- Annual Great American Cleanup

Keep America Beautiful Affiliate

“Our City. Our Responsibility.” Anti-Littering Campaign

Mission

Promoting a cleaner, greener Fort Pierce by providing resources, education, and opportunities for community members to take action against litter.

Vision

To lead Fort Pierce toward a future where litter is history and natural beauty is the legacy.

Campaign Plan

Phase 1

January - August, 2025

Marketing Brand
Logo, Color Palette, Messaging

Stickers and Decals

Promotional Videos

Secure Partnerships

Electronic Distribution
press releases, emails , social media, website

Digital and Print Content
posters, flyers, rack cards

Phase 2

August - Ongoing

Community Outreach

Mailers
Oct. FPUA Billing Cycle

Branded Cigarette Disposals

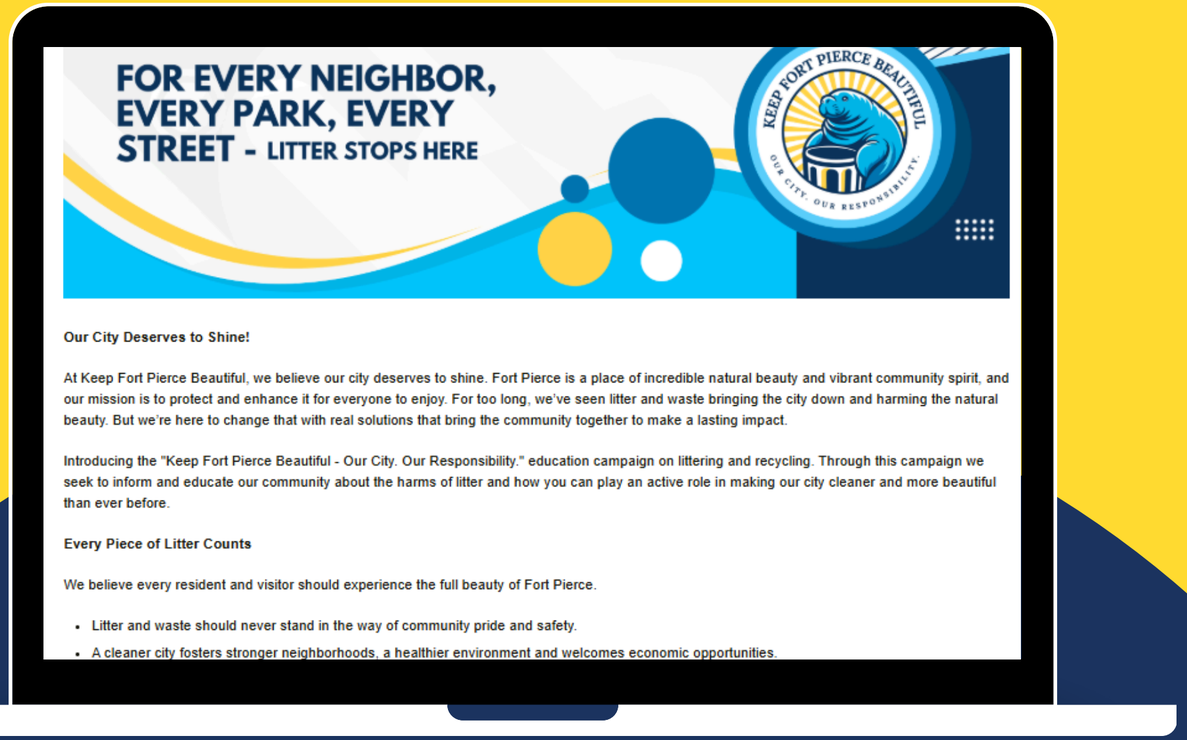
Door Hangers

Recognition & Rewards

Solid Waste Truck Signs

Our City. Our Responsibility.

New Brand and Materials



Our City. Our Responsibility.

Community Outreach and Partnership Opportunities

Local Events

Companies & Businesses

Lincoln Park Mainstreet

SAILFISH BREWING CO.

MAIN STREET FORT PIERCE

Local Schools

Parks Advisory Committee

Churches

Downtown Business Alliance

Manatee Center
LEARN AT THE LAGOON

Environmental Organizations & Volunteer Groups

Next Up!

Community Outreach

Online and in-person engagement.

Partnerships

Secure locations for outreach, along with prizes and other rewards, is essential to honor our volunteers and community champions.

Youth Involvement

Plan and implement strategies to reach the youth (e.g. Youth Council)

THANK YOU!

Keep Fort Pierce Beautiful

Contact Information

772-467-3836

KFPB@cityoffortpierce.com

Website

City Commission Day Meeting 9:00 AM **9. A.**

Meeting Date: 09/08/2025

Re: Approval to Execute Indian River Drive Construction Contract - Ferreira Construction Company, Inc. - Bid No. 2025-019

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval to execute the Indian River Drive Corridor Improvements construction contract, Bid No. 2025-019 with Ferreira Construction Company, Inc. in an amount not to exceed $10,254,124.04, as awarded by the City Commission on July 21, 2025.

SUMMARY:

During the July 21, 2025, City Commission meeting, the Commission approved the award of the Indian River Drive Corridor Improvements to the low bidder, Ferreira Construction Company, Inc. in an amount not to exceed $10,254,124.04. The roadway improvements extend along Indian River Drive between Avenue A and Seaway Drive and include the complete reconstruction of both the roadway and the bridge as previously presented.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny and risk forfeiting the $2.7 million awarded under the Florida Job Growth Grant No. G0100.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Purchasing, FPRA, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	24/25
Account:	See Breakdown Below
Amount:	$10,254,124.04

OTHER INFORMATION:

$3,000,000.00 - Surtax Funded - Account No. 1141111-56210
$2,000,000.00 - Road Impact Fees - Account No. 1101111-563100
$5,254,124.04 - FPRA with reimbursement from FPUA and DEO in the amount of $2,477,450.88.
Total net FPRA funding of $2,776,673.16

Attachments

Ferreira Construction Contract
City Attorney Approval Memo
City Manager Memo - Contract Award

Agenda Item - 072125

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	08/28/2025 11:47 AM
Finance Department	Johnna Morris	09/02/2025 08:44 AM
City Manager	Richard Chess	09/02/2025 11:44 AM
Form Started By: Tracy Telle		Started On: 08/27/2025 01:43 PM
Final Approval Date: 09/02/2025		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

August 20, 2025

Email: jciabattari@ferreiraconstruction.com

Ferreira Construction Co. Inc.
13000 S.E. Flora Avenue
Hobe Sound, FL 33455
Attn: John Ciabattari, Vice President

SUBJECT: Notice of Award
Bid No. 2025-019 – Indian River Drive Corridor Improvements

Dear Mr. Ciabattari:

The Commission of the City of Fort Pierce met in regular session, Monday, July 21, 2025, and awarded subject bid to your firm, in the amount of $10,254,124.04.

Please take the following actions:

1. Execute and notarize this Award Letter

2. Execute the Agreement (please ensure to complete item 9-F, page 12).

3. Furnish the required Performance and Payment Bonds.

4. Completion of required form Affidavit Regarding the Use Coercion for Labor or Services.

5. We kindly request an updated Certificate of Liability, Property Damage, and Workers' Compensation in accordance with Article 17 of the contract. The City's Risk Manager has reviewed the certificate of insurance included in your bid response, and we've identified a few areas for improvement.

   We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation, or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.

6. **Return documents enclosed within five (5) days after receipt, via email to:**

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

Carbon Copy:
purchasing@cityoffortpierce.com

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

Sincerely,
CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M P A
Purchasing Manager

ACCEPTED BY:
FERREIRA CONSTRUCTION CO. INC.

Signature (Manual)

Signature (Typed or Printed)
Dictinio Garcia, Sr. Vice President
Title
08/26/2025
Date

NOTARIZATION

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 26th day of August 2025,

by Dictinio Garcia (**Officer of Firm**), Sr. Vice President (**Title**), of

Ferreira Construction Co., Inc. (**Name of Firm**) a New Jersey (**State**) corporation, on behalf of the corporation.

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

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

My commission expires: June 29, 2027

/gc

cc: Mark Zrallack, P.E., City Engineer
Tracy Telle, Engineering Manager

UNIT PRICE CONSTRUCTION

FOR

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

CITY OF FORT PIERCE BID NO. 2025-019

Prepared by:

The City of Fort Pierce Department of Engineering
Mark Zrallack, P.E., City Engineer
100 North U.S. Hwy. 1
Ft. Pierce, FL 34950
(772) 467-3774

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____day of _____, 2025 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and **FERREIRA CONSTRUCTION CO. INC.**, with a local principal address at **13000 S.E. Flora Avenue, Hobe Sound, FL 33475** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **Indian River Drive Corridor Improvements, Bid No. 2025-019, 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 reconstruction of 2,151 LF of Indian River Drive roadway situated between Seaway Drive (SR A1A) and Avenue A. Construction includes a new bridge at Moore's Creek, storm drainage improvements, water and sewer improvements, sidewalks, curb and gutter, driveway aprons, complete roadway rebuild, on-street parking, landscaping, irrigation, decorative lighting, brick paver crosswalks, pedestrian area, and ADA upgrades.

In addition to the Indian River Drive construction, the project also includes reconstruction of 631 LF along AE Backus Avenue between N. 2nd Street and Indian River Drive. This construction includes new roadway, curb and gutter, sidewalks, driveway aprons, ADA upgrades, drainage improvements, and decorative lighting.

The Contract includes the construction drawings and the following:

1. Exhibit "A" - Invitation to Bid No. 2025-019
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" –Technical Specifications
4. Exhibit "D" - Bid Forms
5. Exhibit "E" - General Conditions
6. Exhibit "F" – Federal Funded Projects Contract Requirements

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively

referred to as the “Contract” or “Contract Documents”). Change Orders issued hereafter, Construction Change Directives, a Direction for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit “E,” “General Conditions,” conflict with Contract terms the Contract terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

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

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

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

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

ARTICLE 3
INTENT AND INTERPRETATION

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

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

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

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR.3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3(E) Wherever this Contract calls for “strict” compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

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

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

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

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

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

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

ARTICLE 4
CONTRACTOR’S PERFORMANCE

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

4(A) The CONTRACTOR will complete the entire Work described in the 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 three hundred thirty-five (335) calendar days and Final Completion in three hundred sixty-five (365) 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. 2025-019, Indian River Drive Corridor Improvements, 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: $ 10,254,124.04 – Ten million two hundred fifty-four thousand one hundred twenty four dollars and four cents,(hereinafter the "Contract Amount" or "Contract Price")**

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 that 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 a written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 6(E), the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance, and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's Work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which 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 to 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
Jim Weeks	General Superintendent
Mark D'Annunzio	Project Manager
Rick Stillwell	Project Superintendent
Michael Ciabattari	Project Manager

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

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the Work prior to 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 meet 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:
Tracy Telle, Engineering Manager
City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Phone: 772-467-3776
Fax: 772-460-6847

CONTRACTOR:
John Ciabattari
Ferreira Construction Co, Inc.
13000 SE Flora Avenue
Hobe Sound, FL 33455
Phone: 772-286-5123
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

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONTRACTOR. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

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.

ARTICLE 28
PUBLIC RECORDS

The CITY strictly adheres to 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 all public records laws, specifically to:

A. Keep and maintain public records required by the CITY to perform the service.

B. Upon request from the CITY's custodian of public records, provide the CITY 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, Florida Statutes, or as otherwise provided by law.

C. 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 CITY.

D. Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public record that are exempt or confidential and exempt from 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 the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

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

WITNESSETH:

Eric Willenberg
Print Name

Signature

Job Ireland
Print name

Signature

CONTRACTOR:

FERREIRA CONSTRUCTION CO.INC

By:

Title: Dictinio Garcia

Sr. Vice President

Federal Tax ID No. 22-3334957

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

Date

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

BID RESPONSE FORM

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST	
	ROADWAY PAY ITEMS					
101-1	MOBILIZATION / DEMOBILIZATION	LS	1	$ 870,077.00	$ 870,077.00	
102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 92,840.00	$ 92,840.00	This should have been a unit cost of $92,840.00 Subtotals are correct.
104-2	PREVENTION, CONTROL,& ABATEMENT OR EROSION & WATER POLLUTION	LS	1	$ 72,670.00	$ 72,670.00	
110-1-1	STANDARD CLEARING & GRUBBING	AC	5	$ 38,156.90	$ 198,415.88	
120-1	REGULAR EXCAVATION	CY	4229	$ 17.60	$ 74,430.40	
120-6	EMBANKMENT	CY	6547	$ 42.00	$ 274,974.00	
160-4	TYPE "B" STABILIZATION	SY	10410	$ 10.30	$ 107,223.00	
285-709	OPTIONAL BASE GROUP 9 (10" THICK)	SY	7112	$ 46.40	$ 329,996.80	
327-70-1	MILLING EXISTING PAVEMENT (1.0" AVG DEPTH)	SY	233	$ 33.20	$ 7,735.60	
334-1-53	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (PG 76-22) (1')	TN	422	$ 181.20	$ 76,466.40	
334-1-53A	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2")	TN	811	$ 200.50	$ 162,605.50	
350-3-204	CEMENT CONCRETE PAVEMENT (STAMPED CROSSWALK) (6"	SY	80	$ 132.00	$ 10,560.00	
~~400-0-11~~	~~CLASS NS CONCRETE (GRAVITY WALL)(SCHEME 1)~~	~~CY~~	~~18.2~~	~~$~~ -	~~$~~ -	
~~400-0-12~~	~~CLASS NS CONCRETE (SEATWALL)~~	~~CY~~	~~11~~	~~$~~ -	~~$~~ -	
~~400-0-13~~	~~CLASS NS CONCRETE (CONCRETE STEPS)~~	~~CY~~	~~2.8~~	~~$~~ -	~~$~~ -	
425-1-201	CURB INLET (TYPE P-9) (<10')	CY	25	$ 6,754.73	$ 168,868.25	
425-1-203	CURB INLET (TYPE J-9) (<10')	CY	2	$ 7,541.00	$ 15,082.00	
425-1-211	CURB INLET (TYPE P-10) (<10')	CY	1	$ 6,701.00	$ 6,701.00	
425-1-213	CURB INLET (TYPE J-10) (<10')	EA	1	$ 7,690.00	$ 7,690.00	
~~4251-331~~	~~CURB INLET (TYPE P-3)(<10)~~	~~EA~~	~~4~~	~~$~~ -	~~$~~ -	
425-1-341	CURB INLET (TYPE P--4) (<10)	EA	1	$ 10,907.00	$ 10,907.00	
425-1-521	DITCH BOTTOM INLET (TYPE C) (<10')	EA	7	$ 5,410.00	$ 37,870.00	
425-1-711	VALLEY GUTTER INLET (<10') (P-BOTTOM)	EA	2	$ 11,214.00	$ 22,428.00	
425-1-712	VALLEY GUTTER INLET (<10') (J-BOTTOM)	EA	1	$ 11,720.00	$ 11,720.00	
425-2--41A	MANHOLE (P-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE	EA	13	$ 7,870.00	$ 102,310.00	
425-2-71A	MANHOLE (J-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE	EA	4	$ 6,992.00	$ 27,968.00	
425-5-1A	MANHOLE (UTILITIES) ADJUST (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	7	$ 3,682.00	$ 25,774.00	
425-6	VALVE BOX ADJUST	EA	9	$ 545.20	$ 4,906.80	
425-11	MODIFY EXIST. DRAINAGE STRUCTURE	EA	3	$ 4,005.90	$ 12,017.70	
430-175-115	PIPE CULVERT (15" RCP) (CL III)	LF	21	$ 209.27	$ 4,394.67	
430-175-118	PIPE CULVERT (18" RCP) (CL III)	LF	80	$ 119.20	$ 9,536.00	
430-175-124	PIPE CULVERT (24" RCP) (CL III)	LF	1368	$ 137.42	$ 187,990.56	This had $1,137.42 as unit cost in error. Total was correct.
430-175-124A	PIPE CULVERT (24" CAP) (12 GAUGE) (ULTRA-FLO)	LF	182	$ 159.58	$ 29,043.56	
430-175-215	PIPE CULVERT (12"x18" ERCP) (CL III)	LF	42	$ 159.48	$ 6,698.16	
430-175-218	PIPE CULVERT (14"x23" ERCP) (CL III)	LF	200	$ 136.80	$ 27,360.00	
430-175-224	PIPE CULVERT (19"x30" ERCP) (CL III)	LF	21	$ 291.85	$ 6,128.85	
430-830	PLUG AND PRESSURE GROUT PIPE OUT OF SERVICE	CY	239	$ 107.70	$ 25,740.30	
~~440-73-2~~	~~6" HDPE UNDERDRAIN PIPE~~	~~LF~~	~~797~~	~~$~~ -	~~$~~ -	This item were eliminated & not included in our prior subtotals.
~~515-1-2~~	~~PIPE HANDRAIL - GUIDERAIL W/HANDRAIL (ALUMINUM)~~	~~LF~~	~~80~~	~~$~~ -	~~$~~ -	
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	4132	$ 55.05	$ 227,466.60	
520-2--4	CONCRETE CURB (TYPE D)	LF	1087	$ 38.84	$ 42,219.08	
520-3	CONCRETE VALLEY GUTTER	LF	407	$ 50.94	$ 20,732.58	
520-2-115	CONCRETE HEADER CURB	LF	1182	$ 53.68	$ 63,449.76	
522-1	CONCRETE SIDEWALK (3,000 PSI MIN. WI FIBER) (1.0 LB/SY) (4"	SY	447	$ 53.68	$ 23,994.96	
522-1A	CONCRETE SIDEWALK ~~(WIBRICK BANDING)~~ (3,000 PSI MIN, W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	3072	$ 150.42	$ 462,090.24	
522-2	CONCRETE SIDEWALKS & DRIVEWAYS (3,000 PSI W/ FIBER) (1.5 LB/SY) (8" THICK)	SY	194	$ 111.89	$ 21,706.66	
~~526-1-1~~	~~ARCHITECTURAL PAVERS (ROADWAY)(PLAZA) (W/6" THICK CONC. SUB SLAB)~~	~~SY~~	~~1015~~	~~$~~ -	~~$~~ -	
526-1-2	ARCHITECTURAL PAVERS (SIDEWALK) (REMOVE & RESET)	SY	120	$ 64.30	$ 7,716.00	
526-1-3	PERVIOUS PAVERS (F&I)	SY	1195	$ 116.50	$ 139,217.50	
527-2A	DETECTABLE WARNING DOMES (F&I) (PAVERS)	SF	674	$ 228.80	$ 154,211.20	
530-3-8	RIPRAP-RUBBLE (REMOVE EXISTING AND REINSTALL)	CY	26	$ 185.50	$ 4,823.00	
~~751-38-13~~	~~CONCRETE BENCH (BOOMERANG BENCH)~~	~~EA~~	~~2~~	~~$~~ -	~~$~~ -	This item were eliminated & not included in our prior subtotals.
999-2A	RECORD/AS-BUILT DRAWINGS (ROADWAY & DRAINAGE)	LS	1	$ 22,489.20	$ 22,489.20	
	LANDSCAPE PAY ITEMS					
162-1-3	PREPARED SOIL LAYER (SUPPLEMENTAL TOP SOIL)(DEPTH	CY	500	$ 70.70	$ 35,350.00	
570-1-2	PERFORMANCE TURF (SOD)(FLORATAM)	SY	3200	$ 7.10	$ 22,720.00	
570-1-2A	PERFORMANCE TURF (SOD)(BAHIA)	SY	225	$ 4.80	$ 1,080.00	
570-1-2B	PERFORMANCE TURF (SOD)(ARACHIS GLABRATA 'ECOTUR' / PERENNIAL PEANUT)	SY	321	$ 39.60	$ 12,711.60	
580-1-9	MULCH (FLORIMULCH) (4" THICK)	SY	154	$ 6.40	$ 985.60	
580-4-555	ROYSTONEA REGIA / ROYAL PALM (17-20' G.W.)	EA	12	$ 6,169.60	$ 74,035.20	
~~580-4-556~~	~~PHOENIX SYLVESTRIS/WILD DATE PALM (16' - 18' HT)~~	~~EA~~	~~3~~	~~$~~ -	~~$~~ -	
~~580-7-107~~	~~MUHLENBERGIA CAPILLARIS/PINK MUHLY (24" HT MIN.)~~	~~EA~~	~~1312~~	~~$~~ -	~~$~~ -	
~~580-7-147~~	~~CLUSIA ROADEA 'NANA'/CLUSIA NANA (18" HT MIN., 18" SPR MIN.)~~	~~EA~~	~~195~~	~~$~~ -	~~$~~ -	
~~580-7-177~~	~~CHRYSOBALNUS ICACO 'RED TIP' / RED TIP COCOPLUM (30" HT MIN., 36" SPRMIN.)~~	~~EA~~	~~175~~	~~$~~ -	~~$~~ -	
~~580-7-257~~	~~FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS (18" HT MIN., 18" SPR MIN.)~~	~~EA~~	~~2133~~	~~$~~ -	~~$~~ -	
~~580-7-707~~	~~BOUGAINVILLEA 'HELEN JOHNSON' / HELEN JOHNSON COMPACT BOUGAINVILLEA (24" HT MIN., 24" SPR MIN.)~~	~~EA~~	~~222~~	~~$~~ -	~~$~~ -	
~~580-7-727~~	~~CRINUM AUGUSTUM 'QUEEN EMMA' / QUEEN EMMA CRINUM LILY (24" HT MIN., 30" SPR MIN.)~~	~~EA~~	~~55~~	~~$~~ -	~~$~~ -	
~~580-7-747~~	~~TRACHELOSPERMUM JASMINOIDES / CONFEDERATE JASIME (24" X~~	~~EA~~	~~1522~~	~~$~~ -	~~$~~ -	
~~580-7-757~~	~~EVOLULUS CLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MONING GLORY (24" HT MIN.)~~	~~EA~~	~~4831~~	~~$~~ -	~~$~~ -	
581-1-1	RELOCATED ROYAL PALM	EA	36	$ 2,571.30	$ 92,566.80	
~~590-70~~	~~IRRIGATION SYSTEM (COMPLETE)(F&I)~~	~~LS~~	~~1~~			
	SIGNING AND MARKING PAY ITEMS					
700-1--11A	SINGLE POST SIGN (F&I) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	24	$ 1,665.70	$ 39,976.80	
~~700-1-51A~~	~~SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)~~	~~AS~~	~~4~~	~~$~~ -	~~$~~ -	
700-1-51B	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, 12--20 SF) (DECORATIVE SIGNS AND POLES)	AS	2	$ 1,768.60	$ 3,537.20	
~~702-1~~	~~BLINKER BEAM PEDESTRIAN CROSSING SYSTEM~~	~~EA~~	~~2~~	~~$~~ -	~~$~~ -	
706-1-3	RETROREFLECTIVE PAVEMENT MARKINGS	EA	128	$ 10.50	$ 1,344.00	
711--11-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6')	LF	4202	$ 3.70	$ 15,547.40	
711-11-123	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (12')	LF	164	$ 6.40	$ 1,049.60	
711--11-125	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (24')	LF	215	$ 11.80	$ 2,537.00	
711-11-141	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (WHITE) (6", 2'-4' SKIP)	LF	90	$ 6.00	$ 540.00	
711-11-170	TRAFFIC MARKING (THERMOPLASTIC) (½HITE) (ARROW)	EA	3	$ 258.60	$ 775.80	
711-11-221	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6')	LF	2979	$ 3.70	$ 11,022.30	
711-11-224	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (16')	LF	5	$ 10.90	$ 54.50	
711-11-231	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6", 2'-4' SKIP)	LF	96	$ 6.00	$ 576.00	
~~711-11-231~~	~~TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6", 2'-4' SKIP)~~	~~LF~~	~~160~~	~~$~~ -	~~$~~ -	
713-103-101	PERMANENT TAPE (WHITE) (6') (BRIDGE)	LF	172	$ 8.00	$ 1,376.00	
713-113-103	PERMANENT TAPE (½HITE) (12") (BRIDGE)	LF	64	$ 14.40	$ 921.60	
713-113-202	PERMANENT TAPE (YELLOW) (6") (BRIDGE)	LF	172	$ 8.00	$ 1,376.00	
	LIGHTING PAY ITEMS					

~~519-79~~	~~BOLLARD (LIGHTED)(F&I)~~	~~EA~~	~~16~~	~~$~~	~~-~~	~~$~~ ~~-~~
519-79	BOLLARD (NONLIGHTED) (F&I)	EA	16	$	4,342.00	$ 69,472.00
630-2-11	CONDUIT (F&I) (OPEN TRENCH) (2" PVC)	LF	4053	$	27.50	$ 111,457.50
635-2-11	PULL & SPLICE BOX (13"X24") (F&I)	EA	38	$	1,210.00	$ 45,980.00
715-500-1	POLE CABLE DISTRIBUTION SYSTEM (CONVENTIONAL)	EA	38	$	907.00	$ 34,466.00
715-516-315	LIGHT POLE COMPLETE (SPECIAL DESIGN) (POLE TOP MOUNT) (F&I) (W/RECEPTACLE AND BANNER ARMS)	EA	36	$	12,117.00	$ 436,212.00
715-546-815	LIGHT POLE COMPLETE (RELOCATE)	EA	1	$	3,638.00	$ 3,638.00
	BRIDGE PAY IIEMS					
106-2	MONITOR EXISTING STRUCTURES -- VIBRATION MONITORING	LS	1	$	21,905.00	$ 21,905.00
110-3	REMOVAL OF EXISTING STRUCTURE/BRIDGE	SF	2760	$	115.50	$ 318,780.00
400-2-10	CONCRETE CLASS 11, APPROACH SLAB	CY	51	$	489.47	$ 24,962.97
400-4-5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	132.3	$	2,821.05	$ 373,224.92
400-4-25	CONCRETE CLASS IV, MASS, SUBSTRUCTURE	CY	87.6	$	4,175.00	$ 365,730.00
400-4-47	CONCRETE CLASS IV, CAST IN PLACE TOPPING \IVITH SHRINKAGE REDUCING ADMIXTURE	CY	109.3	$	1,494.73	$ 163,373.99
400-7-1	BRIDGE DECK GROOVING	SY	147	$	72.90	$ 10,716.30
400-148	PLAIN NEOPRENE BEARING PAOS	CF	5	$	2,061.50	$ 10,719.80
415-1-4	REINFORCING STEEL, BRIDGE SUPERSTRUCTURE	LB	16908	$	6.34	$ 107,196.72
415-1-9	REINFORCING STEEL, APPROACH SLABS	LB	8750	$	2.56	$ 22,400.00
415-2-5	STAINLESS REINFORCING STEEL, SUBSTRUCTURE	LB	22600	$	6.10	$ 137,860.00
450-8-24	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH 15" CARBON STEEL, WIDTH 58-00"	LF	438	$	466.23	$ 204,208.74
455-34-405	PRESTRESSED CONCRETE PILING,INCLUDES 100% DYNAMIC TESTING, SIZE 18" SQ W/ FRP OR STAINLESS STEEL STRANDS AND	LF	2845	$	254.00	$ 722,630.00
455-133-3	SHEET PILING STEEL (F&I), PERMANENT	SF	1086	$	250.00	$ 271,500.00
458-1-11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, (F&I) POUREED JOINT WITH BACKER ROD	LF	121	$	103.20	$ 12,487.20
451-5-3A	FOOT 36" CURB RAIL	LF	114	$	1,422.00	$ 162,108.00
630-2-16	CONDUIT (F&J), EMBEDDED CONCRETE BARRIERS AND TRAFFIC RAILINGS	LF	750	$	56.10	$ 42,075.00
635-3-13	JUNCTION BOX (F&I), EMBEDDED	EA	4	$	858.00	$ 3,432.00
715-11A	LUMINAIRE COMPLETE (F&I)	LS	1	$	60,807.41	$ 60,807.41
	SEAWALL REPAIR PAY ITEMS					
~~401-70-1~~	~~RESTOR SPALLED AREAS, EPOXY~~	~~CF~~	~~1~~	~~$~~	~~-~~	~~$~~ ~~-~~
~~401-70-4~~	~~RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT~~	~~CF~~	~~47~~	~~$~~	~~-~~	~~$~~ ~~-~~
~~401-70-4A~~	~~RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT (WALL~~	~~CF~~	~~27~~	~~$~~	~~-~~	~~$~~ ~~-~~
~~411-1A~~	~~CRACK SEALING - STRUCTURES REHAB~~	~~LF~~	~~30~~	~~$~~	~~-~~	~~$~~ ~~-~~
~~563-4~~	~~ANTI GRAFFITI COATING, NON SCRIFICIAL~~	~~SF~~	~~1500~~	~~$~~	~~-~~	~~$~~ ~~-~~
~~901-1A~~	~~57 STONE FILL~~	~~LS~~	~~1~~	~~$~~	~~-~~	~~$~~ ~~-~~
	WATER/SEWER UTILITY PAY ITEMS					
999-2B	RECORD/ AS-BUILT DRAWINGS (FPUA UTILITIES)	LS	1	$	27,501.10	$ 27,501.10
1050-18-203	EXISTING 6" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	1,090	$	28.10	$ 30,629.00
1050-18-204	EXISTING 8" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	100	$	64.30	$ 6,430.00
1050-18-204A	EXISTING 12" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	50	$	84.70	$ 4,235.00
1050-18-204B	EXISTING 8" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	70	$	50.00	$ 3,500.00
1050-18-204C	EXISTING 18" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	770	$	29.00	$ 22,330.00
1050-18-204D	EXISTING 15" GRAVITY SEWER (REMOVE)	LF	43	$	121.80	$ 5,237.40
1050-18-322	EXISTING 2" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	205	$	33.80	$ 6,929.00
1050-31-206	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (6")	LF	82	$	162.00	$ 13,284.00
1050-31-208	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (8")	LF	123	$	161.26	$ 19,834.98 Submitted as $19,934.98 in error
1050-31-208A	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (8")	LF	61	$	189.15	$ 11,538.15
1050-31-212	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (12")	LF	62	$	403.78	$ 25,034.36
1050-31-216	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (16")	LF	30	$	1,030.94	$ 30,928.20
1050-31-218	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (18")	LF	759	$	270.00	$ 204,930.00
1050-41-102	UTILITY PIPE (F&I) (PE) (FORCE MAIN) (2")	LF	77	$	67.26	$ 5,179.02
1050-42-218	UTILITY PIPE (F&I) (HOPE) (FORCE MAIN) (18")	LF	106	$	635.57	$ 67,370.42
1050-51-206	UTILITY PIPE (F&I) (DI) (WATER MAIN) (8")	LF	66	$	676.00	$ 44,616.00
1050-51-218	UTILITY PIPE (F&I) (DI) (FORCE MAIN) (18")	LF	67	$	3,054.31	$ 204,638.77
1050-51-308	UTILITY FITTING (F&I) (REDUCER) (DI) (8"X12") (WATER MAIN)	EA	1	$	1,757.89	$ 1,757.89
1055-51-106	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (6")	EA	7	$	1,382.10	$ 9,674.70
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (8")	EA	5	$	1,398.94	$ 6,994.70
1055-51-108A	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (WATER MAIN) (8")	EA	2	$	1,579.15	$ 3,158.30
1055-51-112	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (12")	EA	4	$	2,242.52	$ 8,970.08
1055-51-116	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (16")	EA	4	$	3,685.36	$ 14,741.44
1055-51-106	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (8")	EA	1	$	2,415.05	$ 2,415.05
1055-51-118	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (18")	EA	1	$	6,919.57	$ 6,919.57
1055-51-118A	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (FORCE MAIN) (18")	EA	22	$	6,939.89	$ 152,677.58
1055-51-118B	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (FORCE MAIN) (18")	EA	6	$	7,896.52	$ 47,379.12
1055-51-206	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (6"X6")	EA	1	$	1,753.57	$ 1,753.57
1055-51-212	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (12"X12")	EA	1	$	3,224.10	$ 3,224.10
1055-51-218A	UTILITY FITTING (F&I) (TEE) (DI) (FORCE MAIN) (8"X18')	EA	1	$	8,768.73	$ 8,768.73
1055-51-518	UTILITY FITTING (F&I) (CAP) (DI) (FORCE MAIN) (18")	EA	1	$	4,666.21	$ 4,666.21
1055-51-618	UTILITY FITTING (F&I) (:NYE) (DI) (FORCE MAIN) (18"X18")	EA	1	$	8,768.73	$ 8,768.73
1060-11-222	UTILITY STRUCTURE AND MANHOLE (F&J) (BELOW GRADE) (ULTILITY CONFLICT MANHOLE W/CITY OF FORT PIERCE	EA	3	$	18,488.42	$ 55,465.26
1060-15-202	UTILITY STRUCTURE AND MANHOLE (MODIFY) (WI CITY OF FORT PIERCE DECORATIVE COVER)	EA	1	$	48,005.50	$ 48,005.50
1060-28-30	UTILITY STRUCTURE (TEMPORARY FM SUPPORT STRUCTURE)	LS	1	$	7,439.41	$ 7,439.41
1080-11-201	UTILITY FIXTURE (F&I) (WATER METER SERVICE)	EA	1	$	6,658.30	$ 6,658.30
1080-11-201A	UTILITY FIXTURE (F&I) (DUAL WATER METER SERVICE)	EA	1	$	4,901.10	$ 4,901.10
1080-11-203	UTILITY FIXTURE (F&I) (2"X18" SEALTITE SADDLE) (FM)	EA	1	$	2,625.10	$ 2,625.10
1080-11-403	UTILITY FIXTURE (F&I) (6"X12" TAPPING SADDLE) (WM)	EA	2	$	10,072.10	$ 20,144.20
1080-11-406A	UTILITY FIXTURE (F&I) (ARV) (WATER MAIN) (8")	EA	1	$	4,418.50	$ 4,418.50
1060-11-4068	UTILITY FIXTURE (F&I) (ARV) (FORCE MAIN) (18")	EA	1	$	6,090.90	$ 6,090.90
1060-11-410	UTILITY FIXTURE (F&I) (18"X18" HDPE/PVC TRANSITION COUPLING)	EA	4	$	8,350.10	$ 33,400.40
1080-11-499	UTILITY FIXTURE (F&I) (TEMPORARY JUMPER CONNECTION)	EA	1	$	2,303.50	$ 2,303.50
1080-21-102	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (2")	EA	1	$	2,465.89	$ 2,465.89
1080-21-100	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (6")	EA	2	$	7,239.89	$ 14,479.78
1080-21-108	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (8")	EA	1	$	4,667.36	$ 4,667.36
1060-21-108A	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (8")	EA	1	$	4,667.36	$ 4,667.36 Submitted as $667.36 for total in error
1080-21-112	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (12")	EA	1	$	7,733.68	$ 7,733.68
1080-21-118	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (18")	EA	3	$	28,060.94	$ 84,182.82
1080-32-108	UTILITY FIXTURE (F&I) (SAMPLE POINT) (WATER MAIN)	EA	3	$	3,210.50	$ 9,631.50
1644-11□	FIRE HYDRANT ASSEMBLY (F&I)	EA	1	$	11,255.15	$ 11,255.15
	ELECTRIC UTILITY PAY ITEMS					
630-2-91	CONDUIT (INSTALL) (OPEN TRENCH) (2" PVC)	LF	2000	$	27.70	$ 55,400.00
630-2-91A	CONDUIT (INSTALL) (OPEN TRENCH) (4" PVC)	LF	2000	$	27.70	$ 55,400.00
630-2-918	CONDUIT (INSTALL) (OPEN TRENCH) (6" PVC)	LF	600	$	33.50	$ 20,100.00

ROADWAY SUB-TOTAL =	$ 4,219,246.21
LANDSCAPE SUB-TOTAL =	$ 239,449.20
SIGNING AND MARKING SUB-	$ 80,634.20
LIGHTING SUB-TOTAL =	$ 701,225.50
BRIDGE SUB-TOTAL =	$ 3,036,118.05
SEAWALL REPAIR SUB-TOTAL =	$ -
WATER/SEWER UTILITY SUB-	$ 1,346,550.88
ELECTRIC UTILITY SUB-TOTAL =	$ 130,900.00
PROJECT SUB-TOTAL =	$ 9,754,124.04
CONTINGENCY =	$ 500,000.00
PROJECT TOTAL•	$ 10,254,124.04

Client#: 353923 FERRECONST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/26/2025

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

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

PRODUCER
Conner Strong & Buckelew
32 Old Slip, Suite 3204
New York, NY 10005

CONTACT NAME: Breffni McEntee
PHONE (A/C, No, Ext): 646-891-4981 **FAX (A/C, No):** 646-843-3936
E-MAIL ADDRESS: bmcentee@connerstrong.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Co.	23035
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Sutton Specialty Insurance Company	16848
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ferreira Construction Co., Inc.
13000 SE Flora Avenue
Hobe Sound, FL 33455

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			TB2631510814025	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			AS2631510814015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$2,000,000 $ $ $ $
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			P00100376214602	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE 	$3,000,000 $3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA263D510814035	07/01/2025	07/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Excess Liability			AESIR276AEFF3FCC 022025	07/01/2025	07/01/2026	$10M Occ. / $20M Agg.	

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

Coverage: Contractors Professional & Pollution Liability
Carrier: Berkley Assurance Company (NAIC #39462)
Effective: 07/01/2025 to 07/01/2026
Policy #: PCAB50253110725
Limits: Contractors Professional = $10,000,000 Each Claim & Aggregate
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Fort Pierce
Purchasing Department
P.O. Box 1480
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

W. Michael Traynor

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DESCRIPTIONS (Continued from Page 1)

Pollution = $10,000,000 Each Claim & Aggregate
Policy Aggregate Limit = $10,000,000

RE: FCC 4525 - Indian River Drive Corridor Improvements
Location: Indian River Drive, Fort Pierce FL.

City of Fort Pierce and its members, officials, officers and employees are Additional Insureds on a primary and non-contributory basis on the above-referenced Commercial General Liability Policy if required by written contract.

A waiver of subrogation applies as required by written contract and permitted by law.

A 30 Day Notice of Cancellation except 10 days for non-payment of premium is provided in accordance with the policy provisions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by written contract or agreement, prior to an "occurrence" or offence, to provide additional insured status	**Per the contract or agreement**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations as required by written contract or agreement, prior to an "occurrence" or offence, to provide additional insured status	**Per the contract or agreement**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Policy Number TB2-631-510814-025
Issued by Liberty Mutual Fire Insurance Co

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Person(s) or Organization(s): Any person(s) or Organization(s) to whom you are Obligated by a written agreement to procure additional insured coverage under your policy

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization: **Any person or organization you have agreed in writing to waive any right of recovery prior to a loss**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Policy Number TB2-631-510814-025
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Per schedule on file with the company	Per schedule on file with the company	30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization you have agreed in writing to waive any right of recovery prior to a loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Policy Number AS2-631-510814-015
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Per schedule on file with the company	Per schedule on file with the company	30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization you have agreed in writing to waive any right of recovery prior to a loss

Issued by: Liberty Mutual Fire Insurance Co 23035

For attachment to Policy No WA2-63D-510814-035 Effective Date 07/01/2025 Premium $ Included

Issued to: Ferreira Construction Co. Inc.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company	Per schedule on file with the company	30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA2-63D-510814-035 Effective Date 07/01/2025 Premium $

Issued to Ferreira Construction Co. Inc.

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Berkshire Hathaway Specialty Insurance Company Bond No. 47-SUR-300088-01-0859 United States Fire Insurance Company Bond No.602-209866-6

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Ferreira Construction Co., Inc.
(Name of Contractor)

13000 SE Flora Avenue, Hobe Sound, FL 33455
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and Berkshire Hathaway Specialty Insurance Company United States Fire Insurance Company
(Name of Surety)

1314 Douglas Street, Suite 1400, Omaha, NE 68102 / 305 Madison Ave, Morristown, NJ 07960
(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

Ten Million Two Hundred Fifty-Four Thousand One Hundred Twenty-Four and 04/100 Dollars, ($ 10,254,124.04),

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_____ of _____**2025** a copy of which is hereto attached and made a part hereof, **to furnish labor and construction materials for the Indian River Drive Corridor Improvements identified in Bid No. 2025-019.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 1 copy
(Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,_____.

ATTEST:

(Principal) Secretary Vice President

Name Robert Higginbotham V.P.
(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

Ferreira Construction Co., Inc.
Principal

By

Name Dactinio Garcia
(Type)

Title Sr. Vice President

13000 SE Flora Avenue, Hobe Sound, FL 33455
(Address)

ATTEST:

(Surety) Secretary

Name William Drayton Jr, Witness as to Surety
(Type)

(Corporate Seal)

Ursula Jakubiak, Witness as to Surety

Cole Walinsky, Witness as to Surety

Berkshire Hathaway Specialty Insurance Company
United States Fire Insurance Company
Surety

By
Attorney-in-Fact

Name Jaclyn Maffey, Attorney-in-Fact
(Type)

1314 Douglas Street, Suite 1400, Omaha, NE 68102 / 305 Madison Ave, Morristown, NJ 07960
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF Florida

COUNTY OF Martin

ON THE 2 DAY OF _____, _____ BEFORE ME PERSONALLY APPEARED Dictinio Garcia TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE Sr. Vice President OF Ferreira Construction Co., Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Cecilia Hein
Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE ____ DAY OF_____, 2025 BEFORE ME PERSONALLY APPEARED Jaclyn Maffey TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, United States Fire Insurance Company THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Jonathan
Notary Public

JONATHAN OROZCO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEBRUARY 13, 2030
COMMISSION: #50230405

47-SUR-300088-01-0859

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Jaclyn Maffey, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Andresh Moran, Ryan Gray, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-In-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this _____.

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us on BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [redacted]. *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 488-9675, via email at [redacted], via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

06446

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Krystal L. Stravato, Kevin T. Walsh, Jr., Marisol Mojica, Jaclyn Maffey, Andreah Moran, Ryan Gray

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 4th day of October, 2024.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 4th day of October, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50023171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

General Correspondence.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2024	12/31/2023	12/31/2022
Total invested assets	$ 7,425,803,196	$ 6,702,817,810	$ 5,680,246,430
Premium & agent balances (net)	635,096,365	690,388,245	582,469,494
All other assets	224,603,005	204,404,036	217,334,073
Total Admitted Assets	$ 8,285,502,566	$ 7,597,610,091	$ 6,480,049,997

LIABILITIES & SURPLUS*

	12/31/2024	12/31/2023	12/31/2022
Loss & loss exp. unpaid	$ 2,023,746,631	$ 1,825,674,253	$ 1,495,870,171
Unearned premiums	583,593,113	604,899,743	536,797,683
All other liabilities	1,079,218,932	1,240,939,865	1,065,221,844
Total Liabilities	3,686,558,676	3,671,513,861	3,097,889,698
Total Policyholders' Surplus	4,598,943,890	3,926,096,230	3,382,160,299
Total Liabilities & Surplus	$ 8,285,502,566	$ 7,597,610,091	$ 6,480,049,997

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2024

ASSETS

Bonds (Amortized Value)	1,483,775,036
Preferred Stocks (Market Value)	157,980,976
Common Stocks (Market Value)	2,852,736,803
Mortgage Loans (Market Value)	1,174,287,654
Real Estate	95,552,039
Cash, Cash Equivalents, and Short Term Investments	536,934,786
Derivatives	48,305,898
Other Invested Assets	603,007,875
Investment Income Due and Accrued	30,714,918
Premiums and Considerations	591,050,781
Amounts Recoverable from Reinsurers	106,413,303
Funds Held by or Deposited with Reinsured Companies	230,146,645
Net Deferred Tax Asset	196,111,925
Electronic Data Processing Equipment	608,866
Receivables from Parent, Subsidiaries and Affiliates	36,228,378
Other Assets	132,241,510
TOTAL ASSETS	$ 8,276,097,393

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses)	3,105,311,065
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	119,842,499
Loss Adjustment Expenses	516,006,642
Commissions Payable, Contingent Commissions and Other Similar Charges	28,497,890
Other Expenses (Excluding Taxes, Licenses and Fees)	106,484,629
Taxes, Licenses and Fees (Excluding Federal Income Taxes)	30,351,557
Current Federal and Foreign Income Taxes	13,076,127
Unearned Premiums	1,159,871,296
Advance Premium	12,532,810
Ceded Reinsurance Premiums Payable	168,127,598
Funds Held by Company under Reinsurance Treaties	83,209,337
Amounts Withheld by Company for Account of Others	130,755,665
Provision for Reinsurance	1,356,147
Payable to Parent, Subsidiaries and Affiliates	55,190,326
Other Liabilities	48,837,986
TOTAL LIABILITIES	$ 5,579,451,574
Common Capital Stock	18,780,000
Gross Paid In and Contributed Surplus	1,502,074,940
Unassigned Funds (Surplus)	1,175,790,879
Surplus as Regards Policyholders	2,696,645,819
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	$ 8,276,097,393

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 12th day of March, 2025.
UNITED STATES FIRE INSURANCE COMPANY

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Ferreira Construction Co., Inc.
(Name of Contractor)

13000 SE Flora Avenue, Hobe Sound, FL 33455
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and Berkshire Hathaway Specialty Insurance Company
United States Fire Insurance Company
(Name of Surety)

1314 Douglas Street, Suite 1400, Omaha, NE 68102 / 305 Madison Ave, Morristown, NJ 07960
(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

Ten Million Two Hundred Fifty-Four Thousand One Hundred Twenty-Four and 04/100 Dollars, ($10,254,124.04), 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_____ of _____**2025** a copy of which is hereto attached and made a part hereof, **to furnish labor and construction materials for the Indian River Drive Corridor Improvements Identified in Bid No. 2025-019.**

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 1 copy (Number) counterparts, each of which shall be deemed an original, this _____ day of _____, _____.

ATTEST:

(Principal) ~~Secretary~~ Vice President

Name Robert Huggnbothamv.P.
(Type)

(Corporate Seal)

Ferreira Construction Co., Inc.
Principal

By _____

Name Dictinio Garcia
(Type)

Title Sr. Vice President

Witness as to Principal

Witness as to Principal

(Address)

13000 SE Flora Avenue, Hobe Sound, FL 33455

ATTEST:

Berkshire Hathaway Specialty Insurance Company
United States Fire Insurance Company

Surety

(Surety) Secretary

By

Attorney-in-Fact

Name William Drayton Jr, Witness as to Surety

(Type)

Name Jaclyn Maffey, Attorney-in-Fact

(Type)

1314 Douglas Street, Suite 1400, Omaha, NE 68102 / 305 Madison Ave, Morristown, NJ 07960

(Address)

(Corporate Seal)

Ursula Jakubiak, Witness as to Surety

Cole Walinsky, 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

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF Florida

COUNTY OF martin

ON THE _____ DAY OF _____, _____ BEFORE ME PERSONALLY APPEARED Octavio Garcia TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE Sr. Vice President OF Ferreira Construction Co., Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Cecilia Hein
Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE _____ DAY OF _____, 2025 BEFORE ME PERSONALLY APPEARED Jaclyn Maffey TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, United States Fire Insurance Company THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Jonathan Orozco
Notary Public

JONATHAN OROZCO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEBRUARY 13, 2030
COMMISSION: #50230405

47-SUR-300088-01-0859

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Jaclyn Maffey, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Andreah Moran, Ryan Grey, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this_____.

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-3516 or by email at [redacted] *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [redacted], via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

06446

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Krystal L. Stravato, Kevin T. Walsh, Jr., Marisol Mojica, Jaclyn Maffey, Andreah Moran, Ryan Gray

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 4th day of October, 2024.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 4th day of October, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 8/25/2028
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2024	12/31/2023	12/31/2022
Total invested assets	$ 7,425,803,196	$ 6,702,817,810	$ 5,680,246,490
Premium & agent balances (net)	635,096,365	690,388,245	582,469,494
All other assets	224,603,005	204,404,036	217,334,073
Total Admitted Assets	$ 8,285,502,566	$ 7,597,610,091	$ 6,480,049,997

LIABILITIES & SURPLUS*

	12/31/2024	12/31/2023	12/31/2022
Loss & loss exp. unpaid	$ 2,023,746,631	$ 1,825,674,253	$ 1,495,670,171
Unearned premiums	583,593,113	604,899,743	536,797,683
All other liabilities	1,079,218,932	1,240,939,865	1,065,221,844
Total Liabilities	3,686,558,676	3,671,513,861	3,097,889,698
Total Policyholders' Surplus	4,598,943,890	3,926,096,230	3,382,160,299
Total Liabilities & Surplus	$ 8,285,502,566	$ 7,597,610,091	$ 6,480,049,997

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

UNITED STATES FIRE INSURANCE COMPANY

1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2024

ASSETS

Bonds (Amortized Value)		1,483,775,036
Preferred Stocks (Market Value)		157,980,976
Common Stocks (Market Value)		2,852,736,803
Mortgage Loans (Market Value)		1,174,287,654
Real Estate		95,552,039
Cash, Cash Equivalents, and Short Term Investments		536,934,786
Derivatives		48,305,898
Other Invested Assets		603,007,875
Investment Income Due and Accrued		30,714,918
Premiums and Considerations		591,050,781
Amounts Recoverable from Reinsurers		106,413,303
Funds Held by or Deposited with Reinsured Companies		230,146,645
Net Deferred Tax Asset		196,111,925
Electronic Data Processing Equipment		608,866
Receivables from Parent, Subsidiaries and Affiliates		36,228,378
Other Assets		132,241,510
TOTAL ASSETS	$	8,276,097,393

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses)		3,105,311,065
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses		119,842,499
Loss Adjustment Expenses		516,006,642
Commissions Payable, Contingent Commissions and Other Similar Charges		28,497,890
Other Expenses (Excluding Taxes, Licenses and Fees)		106,484,629
Taxes, Licenses and Fees (Excluding Federal Income Taxes)		30,351,557
Current Federal and Foreign Income Taxes		13,076,127
Unearned Premiums		1,159,871,296
Advance Premium		12,532,810
Ceded Reinsurance Premiums Payable		168,127,598
Funds Held by Company under Reinsurance Treaties		83,209,337
Amounts Withheld by Company for Account of Others		130,755,665
Provision for Reinsurance		1,356,147
Payable to Parent, Subsidiaries and Affiliates		55,190,326
Other Liabilities		48,837,986
TOTAL LIABILITIES	$	5,579,451,574
Common Capital Stock		18,780,000
Gross Paid In and Contributed Surplus		1,502,074,940
Unassigned Funds (Surplus)		1,175,790,879
Surplus as Regards Policyholders		2,696,645,819
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	$	8,276,097,393

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 12th day of March, 2025.
UNITED STATES FIRE INSURANCE COMPANY

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Ferreira Construction Co., Inc

Authorized Representative's Name and Title: Dictinio Garcia, Sr. Vice President

Address: 13000 SE Flora Avenue

City: Hobe Sound State: Florida Zip Code: 33455

Phone Number: (772) 286-5123 Email Address: TGarcia@ferreiraconstruction.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:	Dictinio Garcia, Sr. Vice President	08/26/2025
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF Martin

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 26th day of August, 20 25 by Dictinio Garcia, who is

☑ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: Cecilia Hein (Seal)

Print Name: Cecilia Hein My Commission Expires: June 29, 2027

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2025-019

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Thursday, March 18, 2025,** for:

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

The works includes the reconstruction of 2,151 LF of Indian River Drive roadway situated between Seaway Drive (SR A1A) and Avenue A and 631 LF along AE Backus Avenue between N. 2nd Street and Indian River Drive. Construction improvements include a new bridge at Moore's Creek, storm drainage improvements, water and sewer improvements, sidewalks, curb and gutter, driveway aprons, complete roadway rebuild, on-street parking, landscaping, irrigation, decorative lighting, brick paver crosswalks, pedestrian area, and ADA upgrades.

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 <u>additional</u> 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 may

be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. 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

EXHIBIT C

TECHNICAL SPECIFICATIONS

1 **STANDARD SPECIFICATIONS**: All work shall conform to the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (2024 Edition) and all supplementary specifications issued by the department, unless stated otherwise. Any reference in the FDOT Standard Specifications to the Engineer or Department shall mean the ENGINEER on this project. Specific references are made to certain portions of the FDOT Standard Specifications to facilitate the CONTRACTOR.

Any reference to "FDOT Standard Indexes" shall mean the FDOT Design Standards (2024 Edition) and Interims.

2 **SCOPE OF WORK:** Shall be as shown on the collective plans for Indian River Drive Corridor Improvements Project encompassing Sheets 1 through 101, B-1 through B-37, and WR-1 through WR-7, inclusive. The Scope of Work under this contract shall also include coordination between the CONTRACTOR and the CITY and any of its contractors throughout the duration of construction to complete all the items included in the construction plans.

3 **MEASUREMENT AND BASIS OF PAYMENT**: Measurement of quantities for progress payments shall be made by the CONTRACTOR. Such measurements are subject to the ENGINEER's review and correction.

Measurements for progress payments shall be made on in-place quantities. Requests for partial payment for materials on order, in warehouse or yard, or stockpiled on the project site will be accepted or denied at the CITY’s discretion.

No item will be accepted for progress payment until all required testing has been successfully completed.

Final payment will not be made on any portion of the contract until the entire scope of work under this contract is complete.

4 **FPUA UTILITY SPECIFICATIONS:**

SECTION 2200
UTILITY EXCAVATION, TRENCHING, AND BACKFILLING

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.

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.

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.

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.

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.

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

SECTION 02600

DIP AND PVC PIPE, FITTINGS, VALVES, AND APPURTENANCES

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. Polyvinyl Chloride (PVC) Water Pipe and Wastewater Force Main:

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 (Pressure Class 235) 4" to 12"	C905, DR-18 (Pressure Rating 235) 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. Polyvinyl Chloride (PVC) Wastewater Gravity Pipe:

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.

9. 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 45D NHK, with a black polymer body and blue polymer anti-float lid.

10. 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

2. accordingly. Extension pieces, if required, shall be the manufacturer's standard screw-type for use with the valve box.

3. 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

4. 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:

5. Interior Surfaces:

(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.

6. 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.

7. Marking of Rejected Fittings: Fittings that have obvious casting defects or other imperfections that affect the structural integrity of the fitting may be

8. 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

3. 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.

4. 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.

SECTION 02715
WATER DISTRIBUTION SYSTEMS

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 Brass Fittings (LEAD FREE)	Service Connections, Blow Offs, and 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

2. 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 45D NHK, 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

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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:

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.

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.

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.

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.

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.

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:

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.

SECTION 02730
WASTEWATER COLLECTION SYSTEM

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.

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.

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.

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.

SECTION 02732
WASTEWATER FORCE MAINS

PART 1 - GENERAL

1.01 GENERAL:

A. This section includes the general requirements for design and installation of force main systems serving wastewater lift stations.

B. The relevant provisions set forth in Division 2, "Technical Specifications", and shown in "Standard Details – Wastewater Systems", shall be applicable to this section unless otherwise indicated herein or approved by the Utilities Engineer.

1.02 DESIGN STANDARDS:

A. Required Reference: The Contractor shall comply with the applicable design and installation requirements as established by the Florida Department of Environmental Protection, Rule 62-604.4.

B. System Design: Force main systems shall be no less than four inches in diameter (unless specifically approved in writing by FPUA) and of adequate size to efficiently transmit the total ultimate peak operational flows, applied by the connected wastewater lift station(s), to the effluent point. Consideration shall be given to possible future connecting lift stations and this probability shall be reviewed with FPUA. Capacity computations shall be coordinated with the proposed system(s), along with any future flow requirements, if applicable. In order to provide adequate pipeline cleansing, force main flow velocity shall not be less than two feet per second at ultimate design minimum pumping capacity; however, with multiple lift station systems or phase development, this requirement may not be possible and the system design shall receive special attention regarding cleaning maintenance. Force mains of less than four inches in diameter will be considered on an individual basis.

C. Operational Cost Considerations: For Type II and Type III lift stations (See Section 02735), in addition to initial capital expenditure, long term pumping station operational costs shall also receive consideration when sizing force main systems. Should a pipe size option be available within the design limits, the cost of sewage pumps and motors, force main system and pump operating power (computed for design average daily flow rate for ten years at existing electricity cost), shall be compared to like amounts for the alternate designs. The final force main size selection shall be directed towards the system with the least long range capital and operational cost. Said cost analysis shall be subject to review by the Department.

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 "Standard Details –

Wastewater Systems."

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

Pipe and Fittings	Size Range
Ductile Iron (DI) Pipe (Class 250) & Fittings – Polylined	All Sizes
Polyvinyl Chloride (PVC) Pipe DR-18	30 Inches or Less
High Density Polyethylene Pipe (HDPE) PE 3408	All Sizes Valves
	Size Range Resilient
Wedge Gate Valves	All Sizes
Eccentric Plug Valves	8 inches and above

NOTE: The minimum size of a force main shall be four inches unless specifically approved in writing by FPUA.

C. Joint Restraining: Pressure piping fittings and other items requiring restraint, shall be braced with restraining assemblies, as specified under Section 02600 and shown on Standard Detail Sheet. Said restraining devices shall be designed for the maximum pressure condition (testing) and the safe bearing loads for horizontal thrust, if thrust blocking is used. Thrust blocks shall only be allowed in special cases, and require prior written approval from the Department.

H. Pipe Depth and Protection: The standard minimum cover for wastewater force main systems shall be three feet from the top of the pipe to finish grade. However, should this design not be feasible, protective concrete slabs shall be provided over the pipe within the limits of the lesser cover. Where waterways, canals, ditches, or other cuts are crossed, ductile iron pipe shall 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., for waterways. Signs shall be approved by the Department and the Agency having jurisdiction of said waterway.

I. Connections and Structures: When it is necessary to extend force main piping into or through structures, 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. If the

force main is penetrating a wet well or valve vault, refer to section 02735 for specific connection information.

J. 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.

K. Air and Vacuum Venting: Where the force main profile is such that air pockets or entrapment could occur, resulting in flow blockage, provisions for air release shall be provided. Manually operated vent valves shall be provided along minor force mains where continual problems are not anticipated. Manual and/or Automatic air release valve assemblies shall be installed where venting is required on all major force mains and at critical points on lesser mains. At profile break points on major force mains, such as tops of hills, etc., where free flow will occur during operation or after pumping stops, combined are release and vacuum valve assemblies may be required. Air and vacuum valves and/or air release valves shall be as specified under Section 02600 and shall be suitably housed in a properly vented underground chamber (manhole), if in an open area, and are required to be coated with Koppers Bitumastic No. 300M, coal tar epoxy, or approved equal.

L. Valve Locations: Valves shall be installed on all subsidiary force mains at 3000-foot maximum separation, and at the point of connection to the major main in order to isolate said pipe line for maintenances. Where force mains are to be
extended, valves shall be placed at the future connection point to preclude line shutdown at the time of extension. At future connection branches or ends, the valves shall not be installed within the run of individual force mains, nor for pipe sizes in excess of 14 inches, without special consideration. Valve locations shall be marked as stated in Section 02600.

M. Terminal Discharge: Force mains shall enter the terminal facility (gravity wastewater manhole, lift station wet well or other) at a point equal to the operational water level of said receiving unit. Should an elevation drop be required to obtain the outlet connection, the prior down-slope of the force main shall not exceed 45 degrees, and adequate air venting shall be provided at the profile break point. Furthermore, any structure designed or adapted to receive said connection must be protected from hydrogen-sulfide deterioration through the use of a T-lock liner, Fiberglass liner or SEWPER-Coat coating; as approved by the Utilities Engineer.

N. Identification: In order to preclude possible domestic water tapping, all installed

underground wastewater force mains shall bear identification markings which will remain legible during normal handling, storage and installation; and which have been

O. applied in a manner that will not reduce the strength of the product or otherwise damage the pipes. Marking on the pipe shall include the following and shall be applied at intervals of not more than 3 feet; nominal size, material code designation, the word "SEWER PIPE", and dimension ratio, pressure class, manufacturer's name or trade mark and production record code. PVC force main pipe shall be green in color or white in color. PVC, DIP or HDPE pipe shall 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. .

P. Locator Wire and Locator Boxes for Force Mains: All force mains shall be marked by the use

of a continuous multi-strand wire, 10 gauge, THHN, green in color for the entire length of the pipe. Where splices are required they shall be in accordance with FPUA standard details. All force mains shall have locator boxes installed a minimum of every 1,000 feet.

PART 3 – EXECUTION

3.01 TESTING:

A. The Contractor shall perform hydrostatic testing of all wastewater force mains, as set forth in the following, and shall conduct said tests in the presence of representatives from the Engineer and FPUA with 48 hours advance notice provided.

B. Piping and appurtenances to be tested shall be within sections between valves or adequate plugs, with prior approval from the Engineer. Testing shall not proceed until restraining devices are installed. 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. Flushing velocities of at least 2.5 feet per second must be obtained. Adequate means must be provided to insure the required velocity is achieved. 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.

C. Hydrostatic testing shall be performed at 100 psi for two hours. The testing shall continue for an uninterrupted period of not less than two hours. Testing shall be in accordance with the applicable provisions as set forth in Section 4.1 of AWWA Standard C600. Should the testing pressure drop 5 psi or greater at any time during the test, the test is considered to have failed. 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 in feet
D = nominal diameter of the pipe in inches
P = average test pressure maintained during the leakage test in pounds per square inch gauge

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 water loss. The amount of loss shall be determined by measuring the volume displaced from said container.

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 wastewater force main testing and shall perform the necessary system repairs required to comply with the specified hydrostatic test. All visible leaks are to be repaired regardless of the amount of leakage.

Written Certification of Acceptance of the test data for compliance with FPUA Specifications will be made upon request and signed by the Engineer.

3M™ Scotchkote™ Epoxy Coating 323/323i

Application Guide

Product Description

3M™ Scotchkote™ Liquid Epoxy Coating 323/323i is a two part system designed to protect steel pipe and other metal substrates from the harsh affects of corrosion.

Hand Application

1. Mix part A and part B separately.
2. Pour part B into part A completely.
3. Thoroughly mix using mix stick until color consistency is achieved.

Pot Life (7 ounce/200 gram sample)	
70°F/20°C	28 minutes
100°F/38°C	8 minutes

Recommendations

- Prepare only the quantity of coating that can be applied within given pot life.
- A ¼ in (6 mm) nap, lint free roller is suggested.
- For the speed of application, and to extend the working time of the product, pour mixed product directly on to substrate/ pipe, then pull the mixture down around pipe with brush or roller.
- Because of the high viscosity of this product, we suggest mixing parts A & B together at temperatures above 60°F/15°C.

Using a brush or roller, apply Scotchkote 323/323i to a minimum thickness of 25 mils/625 microns or as specified.
As an ARO, apply Scotchkote 328 to a minimum thickness of 40 mils/1000 microns. Overlap the pipe coating no less than 1 in /25 mm. Allow coating to properly cure before handling.

General Application Steps

For use as a joint coating, a refurbishing coating, or as pipe coating.

1. Remove oil, grease, and loosely adhering deposits.
2. Verify the air temperature is 5°F/3°C above the dew point.
3. Abrasive blast clean surface to NACE #2/SSPC-SP10, ISO 8501:1 SA-2 1/2 near white metal.
4. With air hose, clean blasted surface of any abraded debris then verify anchor profile is 2-4 mils/50-100 microns.
5. With the substrate between 41°F/5°C and 200°F/93°C dew point 5°F/3°C below air temperature, apply Scotchkote™ Liquid Epoxy Coating 323/323i at minimum film of 25 mil/ 625 microns.
6. Apply Scotchkote 323/323i as soon as possible after blasting but no more than 4 hours.
7. Allow to cure per time & temperature chart below.
8. Visually or electrically inspect the coating for defects.
9. Repair all defects using Scotchkote 323/323i as repair material.

Repair Process

1. Remove oil, grease, and loosely adhering deposits.
2. Abrade the coating surface with medium grit sandpaper (80 grit). Ensure that the surrounding coating is abraded on all sides of the holiday.
3. Ensure abraded surface is cleaned of any debris with air blast or clean lint free cloth.
4. With the substrate between 41°F/5°C and 200°F/93°C dew point 5°F/3°C below air temperature, apply Scotchkote™ Liquid Epoxy Coating 323/323i at minimum film of 25 mil/ 625 microns.

Cold Weather Repair Process

1. Follow steps 1–3 from "Repair Process" above.
2. Using a butane torch heat the surface to be repaired.
3. ***CAUTION***: Do not make contact with flame to coating or allow existing coating to brown.
4. Apply 3M™ Scotchkote™ Liquid Epoxy Coating 323/323i to the damaged area at minimum of 25 mils/625 microns.
5. Using the butane torch, apply heat to the patch to accelerate cure process.
6. ***CAUTION***: Do not make contact with flame to coating or allow existing coating to brown.

Product Handling Properties at Time* and Temperature			
Product Temperature	**Pot Life**	**Dry To Touch Time**	**Back Fill Time**
40°F/5°C	45 minutes	6-7 hours	10-12 hours
60°F/16°C	30 minutes	3-4 hours	4-6 hours
75°F/23°C	22 minutes	2-3 hours	2-4 hours
85°F/29°C	14 minutes	70-90 minutes	1-2 hours
100°F/38°C	10 minutes	40-70 minutes	40-60 minutes
120°F/49°C	8 minutes	20-40 minutes	20-40 minutes

*It is very important to note that times listed above are approximation and will vary due to ambient and substrate temperature or a combination of both.

3M™ Scotchkote™ Liquid Epoxy Coating 323/323i

Coverage in Quart/0.95 Liter Kit per Weld

Pipe Diameter (inches)	Total Length to Coat (inches)			
	6	**8**	**10**	**12**
6	0.06	0.08	0.10	0.13
12	0.13	0.17	0.21	0.25
20	0.21	0.28	0.35	0.42
24	0.25	0.33	0.42	0.50
30	0.31	0.42	0.52	0.63
36	0.38	0.5	0.63	0.75
42	0.44	0.59	0.73	0.88
48	0.5	0.67	0.84	1.00

— Assume no waste. Based on 25 mil thickness.
— For dimensions, please see our coverage calculator on our web site (www.3M.com/corrosion)

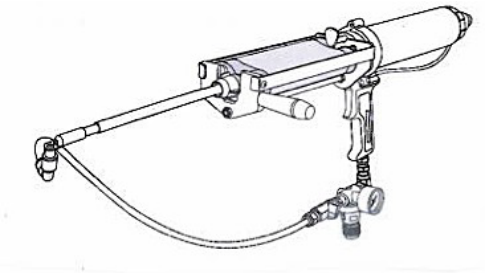
450 ml Cartridge Heating Process

This process makes use of microwave oven to heat the 450 ml cartridges. Do not open cartridge at any time during this process. Proper PPE is recommended which includes but limited to: safety glasses, coverall, and chemical resistance gloves.

1. Verify power output of microwave as higher power will heat

3M™ Scotchkote™ Spray System HSS-450

The application of Scotchkote™ Liquid Epoxy Coating 323/323i has been simplified using 3M™ Scotchkote™ Spray System HSS-450. The HSS-450 system utilizes a dual-cartridge setup along with unique application equipment designed specifically to spray apply Scotchkote 323/323i.



For more information and additional literature on the 3M™ Scotchkote™ Spray System HSS-450 system, please visit our web site at www.3M.com/corrosion or contact our Customer Service Center at 1-800-722-6721.

cartridge quicker.

2. Place 450 ml cartridge in microwave oven.
3. You heat in 30 second intervals until you can verify how long your microwave oven takes to heat to 120°-140°F.
4. Use a Pyrometer to verify that the outside of cartridge has reached 120°-140°F.
5. ***CAUTION***: Do not allow cartridge temperature to exceed 140°F as the back plunger will soften and material will leak

Helpful Plural Component Spray Information

- Suggested tip size of 625
- Tip pressure 2,500 – 3,500 psi/18 – 22 MPa
- Preheat Part A to 140°-160°F/60°-70°C
- Preheat Part B to 130°-150°F/55°-65°C
- Mix ratio of pumps is 2:1

Equipment Clean-up

MEK or toluene may be used to clean spray equipment, rollers, and brushes. Utilize proper safety guidelines when working with solvent.

Multiple Coats

Scotchkote™ Liquid Epoxy Coating 323/323i has been formulated to achieve a coating thickness of 45 mils/1150 microns in one coat. If additional thickness is required, apply the additional coats within 4 hours of the initial coat at temperature of 70°F/20°C. This coating may be applied in any thickness consistent with producing an acceptable surface finish.

3M Scotchkote Liquid Epoxy Coating 323/323i

RECOAT WINDOW

Air Temperature	Recoat Window
60° F/15°C	4 hours
75°F/23°C	3 hours
85°F/28°C	2 hours
100°F/36°C	1 hour

3M and Scotchkote are trademarks of 3M Company.

Handling & Safety Precautions

Read all Health Hazard, Precautionary, and First Aid statements found in the Material Safety Data Sheet, and/or product label prior to handling or use.

Important Notice

All statements, technical information and recommendations related to 3M Products are based on information believed to be reliable, but the accuracy or completeness is not guaranteed. Before using the 3M Product, you must evaluate it and determine if it is suitable for your intended application. Because conditions of Product use are out- side of our control and vary widely you assume all risks and liability associated with such use. Any Product-related statements not contained in current 3M publications, or any contrary statements contained in your purchase order, shall have no force or effect unless expressly agreed to in writing by an authorized officer of 3M.

Ordering Information/Customer Service

For ordering technical or product information, or a copy of the Material Safety Data Sheet, call:
Phone: 800/722-6721 Fax: 877/601-1305

Warranty; Limited Remedy; Limited Liability.

3M warrants that Product will conform to 3M published specifications upon shipment. If Product is proven not to have met the specifications your exclusive remedy and 3M’s sole obligation will be, at 3M’s option, to replace the Product or to refund
the purchase price of the Product. **EXCEPT WHERE PROHIBITED BY LAW, THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE**. Buyer is an expert in its field and is responsible for determining if Products are suitable for a particular purpose or application. 3M has no obligation under this warranty with respect to any Product that has failed due to inadequate or improper storage, handling, surface preparation, application, or main- tenance; failure to follow Product instructions; or alteration or damage to the Product caused by accident, neglect, or misuse. **EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL 3M BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING LOST PROFITS) ARISING FROM THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ASSERTED.**

END OF SECTION

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NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Notice to Proceed on Project: Indian River Drive Corridor Improvements, Bid No. 2025-019

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 _____, 2025 and to obtain Substantial completion within 335 calendar days and Final completion within 365 calendar days. Find attached four (1) set of the subject project drawings.

The completion date for **this project** work shall be**: _____, 2026.**

OWNER:

CITY OF FT. PIERCE
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM

PROJECT: **Indian River Drive Corridor Improvements**

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)

BID FORMS

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.

END OF SECTION

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019
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. 2025-019

PROJECT TITLE: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

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: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS
BID NO. 2025-019

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

END OF SECTION

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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

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: 2025-019
Pre-Bid Conference: 10:00 AM, THURSDAY, MARCH 6, 2025.	Bid Title: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS
Pre-Bid Conference Location: CITY HALL, 1ST FLOOR ENGINEERING CONFERENCE ROOM 100 NORTH U.S. #1, FT. PIERCE, FL 34950	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:30PM, TUESDAY, MARCH 25, 2025	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: Ferreira Construction Co Inc. Mailing Address: 13000 SE Flora Avenue	*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 John Ciabattari Authorized Signature (Manual)
City, State, Zip Code: Hobe Sound, FL 33455	Typed or Printed Name: John Ciabattari
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	Title: Vice President
Incorporated in the State of: New Jersey Year:11/14/1994	Delivery in 10 days, After Receipt Order
Phone Number: (772) 286-5123	Payment Terms: Net 30 Days
Fax Number: (772) 286-5139	FEIN or SS Number: 22-3334957
E-Mail Address: jciabattari@ferreiraconstruction.com	Local Business: ✓ Y ___N MWBE: ___Y ✓ N
Bid Security is attached, when required, in the amount of $ 10 % of Bid Amount F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

BID RESPONSE FORM
INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
	ROADWAY PAY ITEMS				
101-1	MOBILIZATION / DEMOBILIZATION	LS	1		
102-1	MAINTENANCE OF TRAFFIC	LS	1		
104-2	PREVENTION, CONTROL, & ABATEMENT OR EROSION & WATER POLLUTION	LS	1		
110-1-1	STANDARD CLEARING & GRUBBING	AC	5.2		
120-1	REGULAR EXCAVATION	CY	4229		
120-6	EMBANKMENT	CY	6547		
160-4	TYPE "B" STABILIZATION	SY	13437		
285-709	OPTIONAL BASE GROUP 9 (10" THICK)	SY	8465		
327-70-1	MILLING EXISTING PAVEMENT (1.0" AVG DEPTH)	SY	247		
334-1-53	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (PG 76-22) (1")	TN	504		
334-1-53A	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2")	TN	975		
350-3-204	CEMENT CONCRETE PAVEMENT (STAMPED CROSSWALK) (6" THICK)	SY	80		
400-0-11	CLASS NS CONCRETE (GRAVITY WALL) (SCHEME 1)	CY	18.2		
400-0-12	CLASS NS CONCRETE (SEATWALL)	CY	41		
400-0-13	CLASS NS CONCRETE (CONCRETE STEPS)	CY	2.8		
425-1-201	CURB INLET (TYPE P-9) (<10')	EA	25		
425-1-203	CURB INLET (TYPE J-9) (<10')	EA	2		
425-1-211	CURB INLET (TYPE P-10) (<10')	EA	1		
425-1-213	CURB INLET (TYPE J-10) (<10')	EA	1		
425-1-331	CURB INLET (TYPE P-3) (<10')	EA	4		
425-1-341	CURB INLET (TYPE P-4) (<10')	EA	3		
425-1-521	DITCH BOTTOM INLET (TYPE C) (<10')	EA	7		
425-1-711	VALLEY GUTTER INLET (<10') (P-BOTTOM)	EA	2		
425-1-712	VALLEY GUTTER INLET (<10') (J-BOTTOM)	EA	1		
425-2-41A	MANHOLE (P-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	13		
425-2-71A	MANHOLE (J-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	4		
425-5-1A	MANHOLE (UTILITIES) ADJUST (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	7		
425-6	VALVE BOX ADJUST	EA	12		
425-11	MODIFY EXIST. DRAINAGE STRUCTURE	EA	3		
430-175-115	PIPE CULVERT (15" RCP) (CL III)	LF	21		
430-175-118	PIPE CULVERT (18" RCP) (CL III)	LF	1499		
430-175-124	PIPE CULVERT (24" RCP) (CL III)	LF	1368		
430-175-124A	PIPE CULVERT (24" CAP) (12 GAUGE) (ULTRA-FLO)	LF	182		
430-175-215	PIPE CULVERT (12"x18" ERCP) (CL III)	LF	42		
430-175-218	PIPE CULVERT (14"x23" ERCP) (CL III)	LF	200		
430-175-224	PIPE CULVERT (19"x30" ERCP) (CL III)	LF	21		
430-830	PLUG AND PRESSURE GROUT PIPE OUT OF SERVICE	CY	239		
440-73-2	6" HDPE UNDERDRAIN PIPE	LF	797		
515-1-2	PIPE HANDRAIL - GUIDERAIL W/ HANDRAIL (ALUMINUM)	LF	80		
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	4781		
520-2-4	CONCRETE CURB (TYPE D)	LF	1667		
520-3	CONCRETE VALLEY GUTTER	LF	855		
520-2-115	CONCRETE HEADER CURB	LF	1461		
522-1	CONCRETE SIDEWALK (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	1307		
522-1A	CONCRETE SIDEWALK (W/ BRICK BANDING) (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	3856		
522-2	CONCRETE SIDEWALKS & DRIVEWAYS (3,000 PSI W/ FIBER) (1.5 LB/SY) (6" THICK)	SY	495		
526-1-1	ARCHITECTURAL PAVERS (ROADWAY) (PLAZA) (W/ 6" THICK CONC. SUB-SLAB)	SY	1045		
526-1-2	ARCHITECTURAL PAVERS (SIDEWALK) (REMOVE & RESET)	SY	120		
526-1-3	PERVIOUS PAVERS (F&I)	SY	2206		
527-2A	DETECTABLE WARNING DOMES (F&I) (PAVERS)	SF	674		
530-3-8	RIPRAP-RUBBLE (REMOVE EXISTING AND REINSTALL)	CY	26		
751-38-13	CONCRETE BENCH (BOOMERANG BENCH)	EA	2		
999-2A	RECORD / AS-BUILT DRAWINGS (ROADWAY & DRAINAGE)	LS	1		

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
	LANDSCAPE PAY ITEMS				
162-1-3	PREPARED SOIL LAYER (SUPPLEMENTAL TOP SOIL) (DEPTH VARIES)	CY	500		
570-1-2	PERFORMANCE TURF (SOD) (FLORATAM)	SY	3200		
570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	225		
570-1-2B	PERFORMANCE TURF (SOD) (ARACHIS GLABRATA 'ECOTURF' / PERENNIAL PEANUT)	SY	321		
580-1-9	MULCH (FLORIMULCH) (4" THICK)	SY	154		
580-4-555	ROYSTONEA REGIA / ROYAL PALM (17-20' G.W.)	EA	12		
580-4-556	PHOENIX SYLVESTRIS / WILD DATE PALM (16'-18' HT)	EA	3		
580-7-107	MUHLENBERGIA CAPILLARIS / PINK MUHLY (24" HT MIN.)	EA	1312		
580-7-147	CLUSIA RODEA 'NANA' / CLUSIA NANA (18" HT MIN., 18" SPR MIN.)	EA	195		
580-7-177	CHRYSOBALANUS ICACO 'RED TIP' / RED TIP COCOPLUM (30" HT MIN., 36" SPR MIN.)	EA	175		
580-7-257	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS (18" HT MIN., 18" SPR MIN.)	EA	2133		
580-7-707	BOUGAINVILLEA 'HELEN JOHNSON' / HELEN JOHNSON COMPACT BOUGAINVILLEA (24" HT MIN., 24" SPR MIN.)	EA	222		
580-7-727	CRINUM AUGUSTUM 'QUEEN EMMA' / QUEEN EMMA CRINUM LILY (24" HT MIN., 30" SPR MIN.)	EA	55		
580-7-747	TRACHELOSPERMUM JASMINOIDES / CONFEDERATE JASMINE (24"X24")	EA	1522		
580-7-757	EVOLVULUS GLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MORNING GLORY (24" HT MIN.)	EA	4931		
581-1-1	RELOCATED ROYAL PALM	EA	36		
590-70	IRRIGATION SYSTEM (COMPLETE) (F&I)	LS	1		
	SIGNING AND MARKING PAY ITEMS				
700-1-11A	SINGLE POST SIGN (F&I) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	25		
700-1-51A	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	4		
700-1-51B	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, 12-20 SF) (DECORATIVE SIGNS AND POLES)	AS	2		
702-1	BLINKER BEAM PEDESTRIAN CROSSING SYSTEM	EA	2		
706-1-3	RETROREFLECTIVE PAVEMENT MARKINGS	EA	145		
711-11-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")	LF	5320		
711-11-123	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (12")	LF	164		
711-11-125	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (24")	LF	228		
711-11-141	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (WHITE) (6", 2'-4' SKIP)	LF	90		
711-11-170	TRAFFIC MARKING (THERMOPLASTIC) (WHITE) (ARROW)	EA	3		
711-11-221	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6")	LF	3071		
711-11-224	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (18")	LF	5		
711-11-231	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6", 2'-4' SKIP)	LF	96		
711-11-231	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (YELLOW) (6", 10'-30' SKIP)	LF	450		
713-103-101	PERMANENT TAPE (WHITE) (6") (BRIDGE)	LF	172		
713-103-103	PERMANENT TAPE (WHITE) (12") (BRIDGE)	LF	64		
713-103-202	PERMANENT TAPE (YELLOW) (6") (BRIDGE)	LF	172		
	LIGHTING PAY ITEMS				
519-78	BOLLARD (LIGHTED) (F&I)	EA	16		
519-79	BOLLARD (NONLIGHTED) (F&I)	EA	4		
630-2-11	CONDUIT (F&I) (OPEN TRENCH) (2" PVC)	LF	4948		
635-2-11	PULL & SPLICE BOX (13"X24") (F&I)	EA	47		
715-500-1	POLE CABLE DISTRIBUTION SYSTEM (CONVENTIONAL)	EA	47		
715-516-315	LIGHT POLE COMPLETE (SPECIAL DESIGN) (POLE TOP MOUNT) (F&I) (W/ RECEPTACLE AND BANNER ARMS)	EA	45		
715-546-815	LIGHT POLE COMPLETE (RELOCATE)	EA	1		
	BRIDGE PAY ITEMS				
108-2	MONITOR EXISTING STRUCTURES - VIBRATION MONITORING	LS	1		
110-3	REMOVAL OF EXISTING STRUCTURE/BRIDGE	SF	2760		
400-2-10	CONCRETE CLASS II, APPROACH SLAB	CY	102.8		
400-4-5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	132.3		
400-4-25	CONCRETE CLASS IV, MASS, SUBSTRUCTURE	CY	87.6		
400-4-47	CONCRETE CLASS IV, CAST IN PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	CY	126.3		
400-7-1	BRIDGE DECK GROOVING	SY	147		
400-148	PLAIN NEOPRENE BEARING PADS	CF	5.2		
415-1-4	REINFORCING STEEL, BRIDGE SUPERSTRUCTURE	LB	19500		

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
415-1-9	REINFORCING STEEL, APPROACH SLABS	LB	17500		
415-2-5	STAINLESS REINFORCING STEEL, SUBSTRUCTURE	LB	22600		
450-8-24	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH 15" CARBON STEEL, WIDTH 58-60"	LF	526		
455-34-405	PRESTRESSED CONCRETE PILING, INCLUDES 100% DYNAMIC TESTING, SIZE 18" SQ W/ FRP OR STAINLESS STEEL STRANDS AND REINFORCING	LF	2845		
455-133-3	SHEET PILING STEEL (F&I), PERMANENT	SF	1086		
458-1-11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, (F&I) POUREED JOINT WITH BACKER ROD	LF	121		
521-5-3A	TEXAS RAILING, COMBINATION RAIL TEXAS CLASSIC, TYPE C411	LF	159		
630-2-16	CONDUIT (F&I), EMBEDDED CONCRETE BARRIERS AND TRAFFIC RAILINGS	LF	750		
635-3-13	JUNCTION BOX (F&I), EMBEDDED	EA	4		
715-11A	LUMINAIRE COMPLETE (F&I)	LS	1		
	SEAWALL REPAIR PAY ITEMS				
401-70-1	RESTOR SPALLED AREAS, EPOXY	CF	1		
401-70-4	RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT	CF	47		
401-70-4A	RESTORE SPALLED AREAS, PORTALND CEMENT GROUT (WALL PANELS)	CF	27		
411-1A	CRACK SEALING - STRUCTURES REHAB.	LF	30		
563-4	ANTI-GRAFFITI COATING, NON-SCRIFICIAL	SF	1500		
901-1A	57 STONE FILL	LS	1		
	WATER/SEWER UTILITY PAY ITEMS				
999-2B	RECORD / AS-BUILT DRAWINGS (FPUA UTILITIES)	LS	1		
1050-18-203	EXISTING 6" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	1,090		
1050-18-204	EXISTING 8" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	100		
1050-18-204A	EXISTING 12" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	50		
1050-18-204B	EXISTING 8" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	70		
1050-18-204C	EXISTING 18" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	770		
1050-18-204D	EXISTING 15" GRAVITY SEWER (REMOVE)	LF	43		
1050-18-322	EXISTING 2" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	205		
1050-31-206	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (6")	LF	82		
1050-31-208	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (8")	LF	123		
1050-31-208A	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (8")	LF	61		
1050-31-212	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (12")	LF	62		
1050-31-216	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (16")	LF	30		
1050-31-218	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (18")	LF	759		
1050-41-102	UTILITY PIPE (F&I) (PE) (FORCE MAIN) (2")	LF	77		
1050-42-218	UTILITY PIPE (F&i) (HDPE) (FORCE MAIN) (18")	LF	106		
1050-51-208	UTILITY PIPE (F&I) (DI) (WATER MAIN) (8")	LF	66		
1050-51-218	UTILITY PIPE (F&I) (DI) (FORCE MAIN) (18")	LF	67		
1050-51-308	UTILITY FITTING (F&I) (REDUCER) (DI) (8"X12") (WATER MAIN)	EA	1		
1055-51-106	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (6")	EA	7		
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (8")	EA	5		
1055-51-108A	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (WATER MAIN) (8")	EA	2		
1055-51-112	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (12")	EA	4		
1055-51-116	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (16")	EA	4		
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (8")	EA	1		
1055-51-118	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (18")	EA	1		
1055-51-118A	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (FORCE MAIN) (18")	EA	22		
1055-51-118B	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (FORCE MAIN) (18")	EA	6		
1055-51-206	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (6"X6")	EA	1		
1055-51-212	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (12"X12")	EA	1		
1055-51-218A	UTILITY FITTING (F&I) (TEE) (DI) (FORCE MAIN) (8"X18")	EA	1		
1055-51-518	UTILITY FITTING (F&I) (CAP) (DI) (FORCE MAIN) (18")	EA	1		
1055-51-618	UTILITY FITTING (F&I) (WYE) (DI) (FORCE MAIN) (18"X18")	EA	1		
1060-11-222	UTILITY STRUCTURE AND MANHOLE (F&I) (BELOW GRADE) (ULTILITY CONFLICT MANHOLE W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	3		
1060-15-202	UTILITY STRUCTURE AND MANHOLE (MODIFY) (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	1		

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
1060-28-30	UTILITY STRUCTURE (TEMPORARY FM SUPPORT STRUCTURE)	LS	1		
1080-11-201	UTILITY FIXTURE (F&I) (WATER METER SERVICE)	EA	1		
1080-11-201A	UTILITY FIXTURE (F&I) (DUAL WATER METER SERVICE)	EA	1		
1080-11-203	UTILITY FIXTURE (F&I) (2"X18" SEALTITE SADDLE) (FM)	EA	1		
1080-11-403	UTILITY FIXTURE (F&I) (6"X12" TAPPING SADDLE) (WM)	EA	2		
1080-11-406A	UTILITY FIXTURE (F&I) (ARV) (WATER MAIN) (8")	EA	1		
1080-11-406B	UTILITY FIXTURE (F&I) (ARV) (FORCE MAIN) (18")	EA	1		
1080-11-410	UTILITY FIXTURE (F&I) (18"X18" HDPE/PVC TRANSITION COUPLING)	EA	4		
1080-11-499	UTILITY FIXTURE (F&I) (TEMPORARY JUMPER CONNECTION)	EA	1		
1080-21-102	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (2")	EA	1		
1080-21-106	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (6")	EA	2		
1080-21-108	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (8")	EA	1		
1080-21-108A	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (8")	EA	1		
1080-21-112	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (12")	EA	1		
1080-21-118	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (18")	EA	3		
1080-32-108	UTILITY FIXTURE (F&I) (SAMPLE POINT) (WATER MAIN)	EA	3		
1644-113-08	FIRE HYDRANT ASSEMBLY (F&I)	EA	1		
	ELECTRIC UTILITY PAY ITEMS				
630-2-91	CONDUIT (INSTALL) (OPEN TRENCH) (2" PVC)	LF	2000		
630-2-91A	CONDUIT (INSTALL) (OPEN TRENCH) (4" PVC)	LF	2000		
630-2-91B	CONDUIT (INSTALL) (OPEN TRENCH) (6" PVC)	LF	600		

ROADAY SUB-TOTAL =	
LANDSCAPE SUB-TOTAL =	
SIGNING AND MARKING SUB-TOTAL =	
LIGHTING SUB-TOTAL =	
BRIDGE SUB-TOTAL =	
SEAWALL REPAIR SUB-TOTAL =	
WATER/SEWER UTILITY SUB-TOTAL =	
ELECTRIC UTILITY SUB-TOTAL =	
PROJECT SUB-TOTAL =	
CONTINGENCY (10%) =	
PROJECT TOTAL =	

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)
Ferreira Construction Co Inc.

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.)
31 Tannery Road

Requester's name and address (optional)

City, state, and ZIP code
Branchburg, NJ 08876

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
22 - 3334957

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 ▶ [signature] Date ▶ March 25, 2025

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?	N/A	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID John Ciabattari, Vice President

BID RESPONSE FORM
PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

NAME OF BIDDER: Ferreira Construction Co Inc.

MAILING ADDRESS: 13000 SE Flora Avenue, Hobe Sound FL 33455

STREET ADDRESS: 13000 SE Flora Avenue, Hobe Sound FL 33455 (Zip Code)

PHONE NUMBER: (772) 286-5123

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 3/4/2025	No. 5	Dated 3/24/2025
No. 2	Dated 3/13/2025	No.	Dated
No. 3	Dated 3/18/2025	No.	Dated
No 4	Dated 3/19/2025	No.	Dated

March 4, 2025

CITY FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019

ADDENDUM NO. 1

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

QUESTION: Were asphalt cores taken on the existing roadway? If so, please provide the report with thickness of asphalt and base.

ANSWER: No cores were taken of the existing roadway.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: John Ciabattari, Vice President
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

March 13, 2025

CITY FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019

ADDENDUM NO. 2

The purpose of this addendum is to extend the bid opening date from 3:00 PM, Tuesday, March 18, 2025, to:

3:30 PM, Tuesday, March 25, 2025.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: John Ciabattari, Vice President
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

March 18, 2025

CITY FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019

ADDENDUM NO. 3

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

Frank Subjinski Questions dated 3/6/25

1. What is the anticipated date of the Notice to Proceed, based on City Council Meetings and other items necessary for ward and starting the Project?

   City Response: Staff anticipates July 2025 as the issuance of the NTP date.

2. Please provide the Engineer's Estimate or City Budget.

   City Response: The cost estimate is not provided to bidders.

3. Are there as-builts available for the existing bridge or walls?

   City Response: No

4. The bid documents state that the project must be Substantially Complete within 335 days of the NTP. This duration is short and would require an extremely aggressive and costly schedule. Would the City consider allowing an additional 3 months to the durations currently stated?

   City Response: Yes, 90-days will be added to the contract's Substantial Completion and Final Completion dates.

5. Sheet B-1 of the drawings, note B states the governing specifications are the 2022 FDOT Standard Specifications. General Note 2 on Sheet 3 of the drawings states CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST ISSUE. Please clarify the requirement and YEAR of the FDOT specifications.

   KH Response: FDOT Standard Specification 2023-24 shall be the governing specifications for this project.

6. Sheet B-1 of the drawings, because the Substructure requires stainless steel reinforcing steel and stainless steel accessories, will the form accessories (snap ties, wires, etc) also be required to be stainless steel?

   KH Response: Yes, per note on B-1, All substructure reinforcing steel accessories shall be stainless steel or plastic.

7. As it relates to MOT, Sheet B-2 of the drawings, note "O" Traffic Control Plans, references the General Notes of the Roadway Plans. General Note 23 on sheet 3 of the Roadway Plans simply states:

   CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT INDEX 120 SERIES, MUTCD AND THESE PLANS. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES VEHICULAR AND PEDESTRIAN ACCESS TO ALL RESIDENCES AND OR BUSINESSES'. Are there any other Traffic Control Plans or Requirements included in the Drawings or Specifications packages for this Project?

   KH Response: The contractor is responsible for developing their own construction phasing plan and associated maintenance of traffic plan needed to support the identified phasing.

8. There are several notes in the drawings related to vibration levels and not exceeding a level of 0.50 in/sec. The 18" square bridge piles are installed in close proximity to the Manatee Center, an area designated for press-in sheet pile. The bridge piles must achieve 135T capacity and must be driven. If during installation of the concrete piles vibration levels exceed 0.50 in/sec, or reach a level that causes concern to the City or EOR, what actions will be prescribed by the EOR and City, and will the Contractor be compensated for any additional effort?

   KH Response: Per FDOT Specification Section 108, the Contractor is to submit a corrective action plan if vibration levels reach 0.5 inches per foot.

9 Sheet B-2 of the drawings, note P.2. (Steel Sheet pile Wall Notes) requires the steel sheet piles are installed with the press-in (Geiken) method, and no vibratory installation is allowed. The press-in method requires that the first three (3) pairs of sheets are installed with a vibratory hammer, to provide a platform for the press-in machine to begin. These initial pairs of sheets are typically referred to as "starter sheets". Please confirm this is acceptable, and also please state how this will be accomplished if the vibration recordings exceed what is acceptable (0.50 in/sec).

   KH Response: The Giken can also utilize a reaction stand frame that uses dead weight to press in the "starter sheets".

10. Sheet B-2 of the drawings, note P.2. (Steel Sheet pile Wall Notes) requires the steel sheet piles are installed with the press-in (Geiken) method, and no vibratory installation is allowed. The press-in method requires that the first three (3) pairs of sheets are installed with a vibratory hammer, to provide a platform for the press-in machine to begin. These initial pairs of sheets are typically referred to as "starter sheets". There are only seven (7) pairs of steel sheet piles required to complete the wall and quantity of sheets in the Bid Response Project Quantity. Does the City want to pay the cost of the Geiken installation for only four (4) pairs of sheets, or is it possible this wall can be installed within the design and vibration requirements by conventional methods?

    KH Response: Sheet pile installation shall utilize non-vibratory methods to install the sheet pile wall.

11. Sheet B-2 of the drawings, note P.7. (Steel Sheet pile Wall Notes) states the Minimum Tip elevation for the steel sheet piles is Elevation -30.0. There is no 'Sheet pile test program' or 'tonnage/capacity requirement', what would require the steel sheet piles to be installed to a deeper elevation?

KH Response: The steel sheet pile wall is outside the limits of the bridge and does not have a vertical capacity requirement. The purpose of the steel sheet pile wall is to replace this section of the existing deteriorated concrete seawall.

12. Sheet B-2 of the drawings, note P.7. (Steel Sheet pile Wall Notes) states the Minimum Tip elevation for the steel sheet piles is Elevation -30.0. Is this the actual tip elevation, and the bidding contractor can base its bid and order the sheets to these length requirements?

KH Response: The minimum tip elevation for the steel sheet pile walls is accurate and is in needed to achieve lateral "retaining" capacity.

13. Sheet B-5 of the drawings, note 2. In the left column states 'The Contractor shall consider special construction procedures and/or equipment to install the piles to meet the requirements in section 455-5.15 of the standard specifications...'. This section of the standard specifications does not appear to be related to pile installation. Please clearly state what 'special construction procedures and/or equipment to install the piles' may be required. And also clearly state the reason that 'special construction procedures and/or equipment to install the piles' may be required.

KH Response: Note 2 relates to backfilling pile holes after the existing piles are extracted with A-3 sand utilizing a tremie method.

14 Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. Please confirm this pay item and is related to the concrete required for End Bents 1 and 2.

KH Response: Pay Item 400-4-25 corresponds to the sections of end bent caps within the lateral limits of the proposed bridge (i.e. within and between the arched sections).

15. Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. If this pay item is related to the concrete required for End Bents 1 and 2, is mass concrete required for the entire End Bent(s) Caps shown on Sheets B-11 thru B-20, or only portions of the End Bent Caps?

KH Response: Pay Item 400-4-25 corresponds to the sections of end bent cap within the limits of arched sections only.

16. Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. Please provide the calculations for the Pay Item/Project Quantity of 87.6 CY.

KH Response: Pay Item 400-4-25 corresponds to the sections of end bent caps within the lateral limits of the proposed bridge (i.e. within and between the arched sections). Pay Item 400-4-5 includes the concrete quantity for non-mass concrete elements (ie; wall panels, sections of cap outside the limits of the proposed bridge, etc...)

17. Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. Will all MASS CONCRETE requirements listed in section 346 of the FDOT Standard Specification be enforced?

    KH Response: Yes, mass concrete shall be cast in accordance with Specification Section 346.

18. Reference Sheet B-20 of the drawings, section C-C. The detail depicts the new concrete wall panels are installed precisely to the bottom of the rebar cage with approximately 4" of embedment into the cap. Achieving both of these objectives may be nearly impossible. Please consider re-evaluating this detail and these installation requirements.

    KH Response: A minimum embedment for the wall panels into the bent caps is not listed in the plan. The wall panel embedment may vary from 1" to 4".

19. Reference Bid Response Form Pay Item No. 458-1-11, Bridge Deck Expansion Joint. Are sidewalk cover plates also required as part of this pay item? (reference FDOT Index 458-110).

    KH Response: Yes, sidewalk cover plates are required. Sidewalk cover plates are denoted on sheet B-3.

20. Reference the Decorative Railing Details on sheet B-37. Are TYPE C Window Types required, or another Type?

    KH Response: Type C Window arches are required.

21. Reference the details for the Type 1 Wall Panel Spall Repairs shown on sheet WR-5. Note 5. Requires that the exposed portions of rebar are cleaned to near white metal SSPC SP-10. This will likely require sand blasting to a 5% shading. Is this the intent?

    KH Response: Yes, cleaning exposed existing rebar to SSPC SP-10 near white metal is the intent.

22. Reference the details for the Type 1 Wall Panel Spall Repairs shown on sheet WR-5. Note 5. Requires that the exposed portions of rebar are cleaned to near white metal SSPC SP-10. Based on the detail depicted on Sheet WR-5 it does not appear a significant amount of rebar will be exposed. Is this SSPC SP-10 still required?

    KH Response: Cleaning exposed existing rebar to SSPC SP-10 near white metal is required.

23. Reference the details for the Type 1 Wall Panel Spall Repairs shown on sheet WR-5. Note 6. References installation of anodes. Are anodes required?

    KH Response: No, anodes are not required by the plans.

24. Reference the details for the Type 5 Spall Repairs shown on sheet WR-6. Based on the detail depicted on sheet WR-6 it appears the existing rebar will remain in place, and be exposed

front side and at least 1" backside between the rebar and the existing concrete. What are the existing and exposed rebar cleaning or preparatory requirements?

KH Response: Type 5 spall repair note 1 references TSP-T401 on sheet WR-7. See sheet WR-7 for surface preparation.

25. Reference the Notes on Sheet WR-7. The Note in the 4th paragraph under T401-5 Placing and Finishing states '...Pump material into forms with proper venting...At the Engineer's discretion, gravity fed pours may be allowed in some cases...' The manufacturer's cut sheets and recommendations for Sikacrete 211 and Sikacrete 211 SCC Plus appear to both allow gravity fed installation into a formed repair. Will the Engineer allow all repairs to be performed by the gravity fed method as long as installation according to the SIKA manufacturer's recommendations and Project quality control systems are achieved?

KH Response: Section T401-2 on sheet WR-7 provides guidance for where form and pour methods are acceptable.

26. Reference the Notes on Sheet WR-7. The Note in the 2nd paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. Based on he details and notes shown on Sheets WR-5 and WR-6 there is not a need for replacing rebar. When would this occur?

KH Response: Only the Type 1 repairs exclude paragraph three of the TSP on sheet WR-7.

27. Reference the Notes on Sheet WR-7. The Note in the 2nd paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. What are the lap lengths for the sizes of rebar that may be replaced?

KH Response: The existing reinforcing bar size in the seawall caps is not known. If severe section loss is observed in the existing cap reinforcement then a lap length will be determined in construction depending on the existing rebar size.

28. Reference the Notes on Sheet WR-7. The Note in the 2nd paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. How many repairs should the bidding Contractor anticipate will require the installation of lapped rebar?

KH Response: The existing reinforcing bar size and severity of section loss in unknown.

29. Reference the Notes on Sheet WR-7. The Note in the 2nd paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. How will the Contractor be compensated for the additional surface preparations and effort to install lapped rebars?

KH Response: Spall repair is compensated on an installed cubic foot basis.

Marty Kenealy Questions dated 3/10/25

1. Reference is made to Bid Response Form Pay Item No. 108-2 Monitor Existing Structures. The pay item states "Vibration Monitoring" and would indicate that only vibration monitoring is required, and normally an additional pay item (108-1, Monitor Existing Structures - Inspection and Settlement Monitoring) is established for anything more than vibration monitoring. In general, FDOT Specification Section 108 designates pre and post construction structures inspection and documentation/reports (108-2.1.4), settlement surveying and monitoring (108-2.1.5), and vibration monitoring (108-2.2). Please clarify the vibration monitoring and/or settlement surveying and monitoring requirements for this Project, and the applicable locations and structures.

   KH Response: Vibration monitoring is required for the Manatee Center at the northeast quadrant of the bridge. Pre and post construction surveys are also required following Specification Section 108 for the Manatee Center. All costs associated with the pre and post construction surveys will be included in Pay Item 108-2.

2. Referencing plan sheet B-2, note P.1., which states, "Prior to the removal of any existing concrete sheet pile wall on the north side of Moore's Creek, THE steel sheet pile wall system shall be installed waterward of the existing wall." Is "THE steel sheet pile wall system" referring to (A) the seven permanent sheet piling pairs called out on the plans to be installed using the press-in method, OR was this note written to require the Contractor to (B) install temporary sheet piles, not shown on plans, in front of all existing to-be-removed concrete sheet pile walls on the north side of Moore's Creek, west of the seven permanent pairs?

   KH Response: The steel sheet pile wall system being referenced is the steel sheet pile pairs shown in the plans (A).

   a. If the response to the previous question is (A), can the Contractor remove all existing concrete sheet pile wall panels on the north side of Moore's Creek, leaving only the final easternmost 20 feet or so of existing panels in place, prior to and during installation of the new steel sheet pile system that would be directly to the east of the remaining 20 feet or so?

      KH Response: If a section of the existing retaining wall system along the north side of Moore's Creek needs to be removed to install the new steel sheet piles, then it is permissible to remove sections of the existing wall system west of the second from eastern most bridge pile (existing pile adjacent to end bent 2 pile 14). Contractor shall not damage to the existing Manatee Center.

   b. If the response to the initial question is (B), is the City **requiring** OR **recommending** that the Contractor utilize the press-in method for installing and removing all temporary sheet piling to support the existing concrete panel wall removal?

      KH Response: No response needed

2. Reference plan sheet B – 2, note P. 2., related to installation and removal of steel sheet piles. The plan note states that all temporary and permanent sheets shall be installed using the press in method and vibrations shall be kept below 0.50 in./s in accordance with the FDOT standards. Installation of the permanent sheet piles and that effort will be in accordance with the drawings and can be anticipated and scheduled accordingly. The need for temporary sheet piles is related to contractors' means and methods, and the needs may change during the course of the project, and it will be impossible to schedule the press-in installation on short and frequent notice. Is it permissible to install and remove temporary steel sheet piles by conventional and vibratory methods so long as vibration levels remain below 0.50 in./s?

   KH Response: Sheet pile installation shall utilize non-vibratory methods to install the sheet pile wall.

3. Could the City provide further guidance on the implementation of the backfilling procedure as specified in Sheet No. B-5, Note 1, which requires A-3 sand to be used with a tremie for backfilling after the extraction of existing piles? Given the practical difficulties encountered with immediate caving in of holes when piles are jetted or vibrated out, rendering it nearly impossible to effectively backfill without a cased hole, how does the City propose contractors manage this requirement? Obviously not by casing the pilings before pulling them, correct?

   KH Response: The intent is to backfill the voids created when the existing piles are removed via backfilling with sand as best as practicable. This note is not intended to require a casing to remove the existing piles.

4. Referencing Plan Sheet No. 98, which illustrates the temporary support for the force main bypass and the bypass itself crossing over the proposed seawall work: Is it permissible for the Contractor to relocate this crossing further west along the creek, away from the proposed seawall work? This adjustment would facilitate the installation of new seawall piling and panels without conflict. Additionally, this modification may require entry onto the City's property at 101 A E Backus Ave (Parcel 2403-801-0025-000-3), would this be an issue?

   KH Response: While the City would be receptive to entertain alterations to the temporary force main installation, to the west of the currently delineated temporary relocation is a FPUA pump station. Any proposed modification that would impact the FPUA pump station would require City and FPUA approval.

5. Has there been any communication between the City and Audubon Development regarding the use of any portion of the King Landing Site (N INDIAN RIVER DR and 301 N 2ND ST) for staging the Contractor's materials and equipment? If so, were these discussions positive and indicative of possible cooperation?

   KH Response: The City has not secured a staging site for the contractor. The contractor will be responsible for securing a site to stage material and equipment.

6. Has the City engaged with Fort Pierce Resorts LLC about allowing the Contractor for this project to use any portion of their Avenue D and N 2ND ST parking lots for staging materials

and equipment, and Contractor employee parking? If so, were these interactions favorable?

KH Response: The City has not secured a staging site for the contractor. The contractor will be responsible for securing a site to stage material and equipment.

7. Will the City permit the Contractor to use the Manatee Center Parking Lot for staging materials and equipment?

   City Response: That option will need to be investigated based on staging area needed and current utilization of the parking area.

8. Throughout the duration of the project, is the Contractor required to maintain open access to the City's marina parking at 5 Avenue A (Parcel: 2410-503-0041-030-7)?

   KH Response: To the contractor will be required to maintain access to all land uses along the corridor. Temporary access impacts are anticipated, but will need to be coordinated with the City and property owner in advance to minimize disruptions.

9. Could you please confirm if the City will be responsible for employing and compensating the PDA consultant for this project?

   KH Response: The City's inspection firm will be conducting the PDA testing. The cost associated with the PDA testing will not be the responsibility of the Contractor. The Contractor will be responsible for connecting the wiring to the sensors at the tops of the piles once the piles hammer is in place. City's inspection firm will not climb pile hammer leads. All costs associated with connecting the PDA wiring is the responsibility of the Contractor.

10. Could the City kindly provide CAD files to assist the bidders with their estimating processes?

    KH Response: CADD files will be provided to the City selected contractor.

11. We have identified a potential discrepancy in the scale on Plan Sheet 97. Could you please review, correct, and reissue this plan? We have not yet examined other plans for similar scaling issues.

    KH Response: The utility detail is identified to be Not to Scale (N.T.S.). The bar scale associated with the north arrow will be removed.

12. Upon thorough review of the utility plans associated with the area around the new bridge and seawall, specifically referencing Sheets 92, 93, 97, 98, and integrated with Bridge Plans B-3 and B-5, we have identified significant clarity issues. The plans feature a density of lines with similar line-weights and lines-designations, posing substantial challenges in understanding the specifics of the utilities intended to remain, those requiring removal or relocation, and the placement of new installations. Critically, how these utilities are to be phased with the bridge and seawall removal and replacement scopes is not clear. To ensure accurate and efficient bidding, and to facilitate subsequent construction, it is

essential that these plans be revised or further detailed to enhance clarity. We respectfully request a more detailed set of plans that distinctly identifies each utility and includes specific phasing notes.

KH Response: To construct the proposed bridge following construction phasing is anticipated to be followed:

1. **FM as depicted on Sheet 98.**
2. **Remove the existing bridge.**
3. **Construct proposed bridge.**
4. **Construct proposed utilities over the newly constructed bridge as shown Sheet 97.**

13. To ensure all bidders can adequately adjust their proposals based on the answers to their questions, we respectfully request that the bid deadline be extended by at least 7 days following the formal distribution of these responses through an addendum.

City Response: Addendum No. 2 extended the bid opening date to March 25, 2025.

Doug Hall Question dated 3/7/25

1. I have an RFI for the Indian River Dr Corridor Improvements. Is the Spec OA? GW? CT?

Phoenix Sylvesters Wild Date Palm	16-18' HT	EA	3

KH Response: The date palms are required to be 16-18' overall height.

Aarian Teal Question dated 3/7/25

1. Will we be able to close the roadway for the project duration?

City Response: Roadway closures will be based on the phased construction plans and approved MOT. Local access will be required to impacted facilities located along the construction corridor.

Aarian Teal Question dated 3/9/25

1. What is the Engineer's estimate for this project?

City Response: The Engineer's cost estimate is not available to the bidders.

Andrew McMurray Question dated 3/7/25

1. Is the removal of the existing base rock included in the 4,229 CY of excavation pay item?

KH Response: If the existing base rock is located within the limits of the proposed roadway section (asphalt and base), then yes, this volume of existing base material is included within the excavation quantities. If the existing base material is located outside of the proposed roadway section, then no, this volume of existing base material is not included within the excavation quantities.

Job Ireland Questions dated 3/11/25

1. What are the limits of the utilities to be removed? Can they be pressure grouted and abandoned in place?

   KH Response: Please refer to sheets 91 through 95 for the delineated existing utilities to be removed or pressure grouted. It is permissible to pressure grout and abandon the existing utilities indicated in place.

2. Is there a force main bypass plan to keep the line in service?

   KH Response: Yes. Please refer to Sheet 98 "Utility Detail No. 2 – Temporary Force Main Service".

3. Is there a dewatering plan? Do you require a sediment tank prior to discharge of water?

   KH Response: The contractor is responsible for developing their own dewatering plan based upon the means and methods they propose. Should the developed plan require a permit, the contractor would be responsible for applying to South Florida Water Management District to obtain the dewatering permit.

4. The pedestrian bridge at the Manatee Center will need to be removed to complete the work. Does the City have a place to store it during construction?

   KH Response: The existing pedestrian bridge is identified to be removed and disposed of by the contractor.

5. Is there a plan on dealing with manatees during construction? Is there any in-water work allowed?

   KH Response: Yes. I have included an excerpt from the SFWMD General Permit that identifies certain conditions relative to manatees.

   The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, small tooth sawfish, and Gulf sturgeon:

   (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
   (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
   (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) **Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.**

(e) **Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.**

6. Will the City be supplying the City of Fort Pierce emblems to be attached to the bridge?

   KH Response: The contractor will provide the bronze plaques. Please refer to Plaque Notes on Sheet B-29. The City will provide a vector file depicting the plaque to facilitate casting.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: John Ciabattari, Vice President
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

March 19, 2025

CITY FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019

ADDENDUM NO. 4

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

Andrew McMurray Question dated 3/17/25

1. Is there any additional information for lighting scope regarding the luminaire type and load centers needed?

   KH Response: The proposed light fixture should consist of King Luminaire model K424 "Traditional" with black ring and struts. The FPUA will be responsible for installing the load center and associated lighting conductors. Contractor to coordinate with FPUA regarding light fixture options.

Krystina DeRienzo Questions dated 3/17/25

1. Will you require signed and sealed set of MOT plans by a Professional Engineer or can a ATSAA certified Level 11 certified MOT supervisor submit the plan?

   KH Response: The individual responsible for preparing the maintenance of traffic plan shall provide documentation that they possess a current FDOT Temporary Traffic Control (TTC) Advanced Certification.

2. The plans are not clear if you are going to require a temporary Critical wall in front of the new wall under the bridge. It appears the new panels go in exactly where the old panels are. If we have to pull the old panels the fill will come out before we can set the new panel and therefore go into the existing channel.

   KH Response: Indian River Drive will be closed off to traffic during bridge construction. A temporary critical wall will not be needed to protect traveling public. The use of a temporary wall and/or excavations behind the existing wall panel to facilitate the replacement of the wall panel are Contractor means and methods.

3. A 365-day schedule is tight for the amount of bridge work, roadwork & utilities on this project. We are asking that you extend this time from 12 months to 18 months. It does not do any good to add liquidated damages to our bid price. If not please provide the schedule used to come up with one year.

   City Response: The construction timeframe has been extended 3-months to provide 15-months for final construction completion.

4. The plans do not show any special requirements for the bridge concrete and we are within 12' of salt water. This violates FDOT requirements.

KH Response: Class IV concrete is specified for both superstructure and substructure. In addition, stainless steel reinforcement is specified for all substructure elements including wall panels. Stainless or FRP reinforced piles are also specified.

5. Please provide a copy of all permits especially the environmental permits

KH Response: Attached are the FDEP and SFWMD permits issued to support the proposed improvements. We are currently coordinating with FDOT regarding improvements within Seaway Drive right of way.

6. Was a demolition report done for environmental hazardous materials for the bridge and the roadway. If so please provide we cannot be held responsible for hazardous materials not shown or identified.

KH Response: A demolition report is not available. No known hazardous materials are known to exist for the bridge and roadway. Should hazardous material be identified during construction that requires efforts not identified in the bid documents the City would evaluate the handling of these materials as a change in scope of work.

7. The pervious paver parking design section on sheet 6 differs from the pervious pavement detail on sheet 25. Could you please clarify which type of filter fabric, which type of biaxial geo grid, and which type of paver is required?

KH Response: The permeable pavers shall consist of Belgard permeable pave blocks or approved equal. The permeable paver block color shall be Harvest Blend. We have attached a revised Sheet 6 addressing this discrepancy. The filter fabric shall is identified be FDOT Type D-3 filter fabric, which may consist of Mirafi 180N or approved equal. The biaxial geogrid is identified to be Tenax MS 220.

<u>Aarian Teal Question dated 3/17/25</u>

1. Is it the cities intend to have the contractor replace the existing asphalt driveway at 206+25.22 with concrete, asphalt, or base ? The same for at 205+36.15, 205+47.29,204+66.57, 204+56.27 and 204+04.33. Also the plan says to refer to a driveway detail, will one be provided in an addendum?

KH Response: The existing driveways are proposed to be replaced with 6" thick fiber reinforced concrete (pay item 522-2). Please refer to sheet 31 for the City driveway detail. In addition, the two (2) driveways on Indian River Drive are specified to meet the FDOT driveway detail as shown in Index 522-003.

<u>Krystina DeRienzo Question dated 3/18/25</u>

1. The plans do not show any mass concrete. The pay items show a mass concrete item. Can you please tell me where this mass concrete item is on the plans and provide a mix classification for the mass concrete?

KH Response: Pay Item 400-4-25 Mass Concrete corresponds to the sections of end bent caps within the lateral limits of the proposed bridge (i.e. within and between the arched sections).

Aarian Teal Question dated 3/18/25

1. Could another aggregate be used in lieu of #8/9 graded stone and #3 graded stone for the pervious pavers?

   City Response: No, please provide unit pricing as identified on the plans and bid form.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: John Ciabattari, Vice President
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

March 24, 2025

CITY FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019

ADDENDUM NO. 5

This addendum aims to clarify the required submission forms.

The **Certificate of Owner's Attorney Form** on page 124 does not need to be included with your bid submission. This form is only required for the firm that is awarded the contract after this bidding process.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: John Ciabattari, Vice President
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/gc

BID RESPONSE FORM

The undersigned Bidder agrees that the Work shall be achieve final construction within 365 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.

BID RESPONSE FORM

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Pavers Install	Hardscapes, Inc.	5009 Lace Ave, Fort Pierce, FL 34982
Concrete Install	JTC Concrete Plus LLC	8280 Germany Canal Rd, PSL FL 34987
Landscape	Natures Keeper Inc.	302 S. Brocksmith Rd, Fort Pierce, FL 34945
Hauling	JWG Trucking	1782 SW Biltmore St, PSL, FL 34984
Trucking	Siboney	1450 Centrepark Blvd , WPB, FL 33401
MOT	ACME Barricades	9800 Normandy Blvd, Jacksonville, FL 32221
Grooving & Grinding	Hazen Grooving&Grinding, Inc.	PO Box 238, Fort Ogden, FL 34267

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to

BID RESPONSE FORM

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Testing & Vibration Monitoring	CTI Construction Testing & Inspection, Inc.	509 Sawgrass Corporate Pkwy Sunrise FL
Asphalt	LP Asphalt LLC	4060 Selvitz Rd. Fort Pierce, FL 34981
Pavement Markings & Signage	Line Unlimited, Inc	501 N Orlando Ave.,Winter Park, FL 32789

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 the 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: Ferreira Construction Co Inc. (Type or Print)

By: _____

Name: John Ciabattari

BID RESPONSE FORM

Title: Vice President

Dated: March 25, 2025

Ferreira Construction Co Inc.

If Corporation
(Corporate Seal) Attest

By: _____
(Signature)

Name: Robert Higginbotham

Title: Vice President

Witnesses: _____
JOE J. IRELAND (Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

State of Florida, No. CGC1509418, Expiration Date: August 31, 2026, General Contractor

State of Florida No. EC13006679, Expiration Date: August 31, 2026, Electrical Contractor

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Ferreira Construction Co., Inc.
13000 SE Flora Avenue, Hobe Sound, Florida 33455, as Principal, and
Berkshire Hathaway Specialty Insurance Company,1314 Douglas Street, Suite 1400, Omaha, NE 68102, 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 The Total Amount Bid
Dollars ($10% Of The Total Amt. 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 March 18, 2025, for the
Bid No. 2025-019 - Indian River Drive Corridor 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.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 18th day of March, 2025, 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

Ferreira Construction Co., Inc.

By: _____
(Signature)

Name: John Ciabattari

Title: Vice President

ATTEST (if corporation)

By: _____
(Signature)

Name: Robert Higginbotham

Title: Vice President

(Corporate Seal)

SURETY

Berkshire Hathaway Specialty Insurance Company

By: Marisol Mojica
(Signature)

Name: Marisol Mojica

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 Berkshire Hathaway Specialty Insurance Company

Mailing Address 707 Wilshire Boulevard, 48th Floor, Los Angeles, CA 90017

Street Address _____

Name and Mailing and Street American Global LLC

Address of Agent or 2121 SW 3rd Avenue,5th Floor, Miami, Florida 33129

Representative in Florida William Grefe Griffin

(if different than above) _____

_____

_____

_____

Telephone Number of Surety (516) 387-1170

and Agent or Representative (305) 351-9150

in Florida _____

END OF SECTION

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF Florida

COUNTY OF Martin

ON THE 18th DAY OF March, 2025 BEFORE ME PERSONALLY APPEARED John Cabattari TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE Vice President OF Ferreira Construction Co., Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Cecilia Hein
Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 18th DAY OF March, 2025 BEFORE ME PERSONALLY APPEARED Marisol Mojica TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Ursula Jakubiak
Notary Public

URSULA JAKUBIAK
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 8, 2026
COMMISSION: #50154109

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INOEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Marisol Mojica, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Andreah Moran, Ryan Gray, Jaclyn Maffey, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this March 18, 2025.

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at jennifer.frater@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 307-4259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2023	12/31/2022	12/31/2021
Total invested assets	$ 6,702,817,810	$ 5,680,246,430	$ 6,504,184,299
Premium & agent balances (net)	690,388,245	582,469,494	552,510,359
All other assets	204,404,036	217,334,073	142,765,038
Total Admitted Assets	$ 7,597,610,091	$ 6,480,049,997	$ 7,199,459,696

LIABILITIES & SURPLUS*

	12/31/2023	12/31/2022	12/31/2021
Loss & loss exp. unpaid	$ 1,825,674,253	$ 1,495,870,171	$ 1,142,116,028
Unearned premiums	604,899,743	536,797,683	484,660,143
All other liabilities	1,240,939,865	1,065,221,844	1,163,007,683
Total Liabilities	3,671,513,861	3,097,889,698	2,789,783,854
Total Policyholders' Surplus	3,926,096,230	3,382,160,299	4,409,675,842
Total Liabilities & Surplus	$ 7,597,610,091	$ 6,480,049,997	$ 7,199,459,696

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

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. Ferreira Construction Co Inc.
2. Permanent Main Office address. 31 Tannery Road, Branchburg, New Jersey 08876
3. When organized? November 14, 1994
4. If a corporation, where incorporated? Incorporated in the State of New Jersey
5. How many years have you been engaged in construction under this present firm or trade name? 30 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. Civil, Drainage Structures, Stormwater Management, Utility, Electrical, ITS, Traffic Signalization, Marine, Bridge, Seawall, Pile Driving (DOT Certificate of Qualification is attached)
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 equipment 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.
13. Background and experience of the principal members of your company, including the officers. See attached.
14. Give bank reference. Bank United - Acct. No. 9856342351
    445 Broadhollow Rd. Suite 200, Melville NY 11747
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 Martin County, FL this 25th day of March 2025

Contractor

Ferreira Construction Co Inc.

By _____

John Ciabattari, Vice President
(Name & Title)

Country of MARTIN

State of FLORIDA

John Ciabattari, being duly sworn, deposes and says that he is Vice President of Ferreira Construction Co 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 25th day of March, 2025.

_____
Notary Public

My Commission Expires: June 29, 2027

Cecilia Hein

(Seal)

CECILIA R. HEIN
Commission # HH 378784
Expires June 29, 2027

END OF SECTION

CONTRACTS ON HAND - EXHIBIT "D" No.6

PROJECT	CONTRACT VALUE	COMPLETION DATE
Lotis - Wellington -I	$ 23,521,342.00	April-25
Shinn Rd over C-24 and 10-mile canal	$ 1,051,281.00	May-25
(E4U88) Savannah Bike Path / Trail	$ 10,631,541.00	May-25
Range Line Road @ C-23 Bridge	$ 866,250.00	June-25
96th St. Artificial Reef Staging Area Bulkhead	$ 1,012,836.00	June-25
River Park Baffle Boxes	$ 752,390.00	June-25
Pine Tree Bridge Replacement	$ 2,505,101.00	July-25
Florida Coast Medical Center	$ 9,480,418.00	July-25
Port Salerno Peninsula Neighborhood Restoration	$ 1,640,641.00	October-25
Anchorage Park Boat Ramp replacement	$ 446,948.00	June-26
(T4714) SR 5 C-17 Bridge	$ 13,692,603.00	June-26

RECENTLY COMPLETED IMPORTANT PROJECTS - EXHIBIT "D" No.10

PROJECT	CONTRACT VALUE	DATE COMPLETED	OWNER	CONTACT	PHONE NO.	E-MAIL
Clear Lake Trail and Shoreline	$ 2,467,097.00	September-24	City of West Palm Beach	Mr. Daniel Roberge, P.E	(561) 494-4053	Droberge@wpb.org
Rio Marine Village Seawalls	$ 4,686,590.00	December-24	Straticon	Mr. Connor McNamara	(772) 210-0200	connor.mcnamara@Straticon.com
Jupiter Medical Center Surgical Institute	$ 4,212,650.00	August-24	The Robins & Morton Group	Mr. Jason Mercer	(904) 687-8646	jmercer@robinsonmorton.com
Port District - (Pioneer) Park & Playground Infrastructure and Improvement	$ 12,509,321.00	July-24	City of Port St. Lucie	Ms. Robyn Holder, CPPB	(561) 684-4150	rholder@cityofpsl.com

EXPERIENCE SIMILAR WORK SCOPE - EXHIBIT "D" No.12

PROJECT	DESCRIPTION	CONTRACT VALUE	DATE COMPLETED
Phipps Park Renovations Phase II	Clearing and grubbing, asphalt millings, concrete sidewalks, storm pipes, drainage structures, exfiltration trenches, retention ponds, sanitary lift stations, water mains, sewer laterals, low pressure sanitary force mains, bank stabilization and dock construction, concrete sidewalks , curb and gutter and landscaping.	$ 3,503,911.00	November-23
Florida Coast Surgical and Medical Center	Clearing and grubbing, site preparation, removed and reworked underground utilities, storm-water system including all pipe, structures, culverts, frames, grates, inlet protection, erosion control, grading. Constructed sanitary sewer system including all pipe and structures, rework and tie-ins of existing utilities. Cutting, patching, and repairs to existing sidewalks, curb and gutters. asphalt milling and paving.	$ 4,212,650.00	August-24
Port District - (Pioneer) Park & Playground Infrastructure and Improvement	Construction of a playground and parking lot consisting of an over water stage and seating, sheet pile retaining wall, bulkhead, boardwalk, kayak docks, landscaping, irrigation. paving, concrete sidewalks, curb and gutter, drainage, potable water, sanitary sewer. Installation of prefabricated restroom, and site lighting improvements.	$ 12,509,321.00	July-24
Lotis Wellington I	Clearing and grubbing, finished earthwork, site drainage system excavation of a 150,000 cubic yard lake, water systems, firelines, and a sanitary sewer system with lift stations, and retrofiring of the existing lift station. The project also includes the installation of underground dry utility systems, constructing building pads, paving, concrete curbs and gutters, sidewalks, handicap ramps, pavement marking, striping and signage.	$ 23,521,342.00	April-25

FERREIRA

Dictinio "Tino" Garcia

SENIOR VICE PRESIDENT

Career Summary

Tino started his career with Ferreira in 1995, on one of the company's first civil projects, our main headquarters, followed by the Burnt Mills Road Bridge for Somerset County. Since then Tino has been a force behind our field operations in both New Jersey and Florida. Tino currently oversees our US Southeast Region Operations. Our Southern Division is heavily involved in civil, marine and utility infrastructure, with a combined yearly revenue of $60 Million.

As Senior Vice President, Tino promotes a respectful workplace environment, encouraging communication, unity, and teamwork. Tino's excellent leadership and management skills ensure that our heavy civil construction and utility operations are run efficiently and safely while focusing on our client and community relationships, the cornerstone of our business.

Among his many responsibilities, Mr. Garcia tracks project costs from inception to completion. This key role assures that he maintains constant contact with project management and all those onsite, making himself available to all his employees. Tino had developed many substantial relationships since beginning his career and he continues to foster them every day.

Professional Experience

Ferreira Construction Co., Inc. **1995 – Present**
Senior Vice President

M.J. Paquet **1989 – 1995**
Project Engineer

Education

New Jersey Institute of Technology, Newark, NJ
Civil Technology, 1987-1989

Middlesex County College, Edison, NJ
Associate of Science, Civil/Contracting Technology, 1987

Key Skills

- Excels in analyzing and adjusting work procedures for maximum efficiency
- Effectively explains and interprets organizational policies and procedures
- Demonstrate strong personal effectiveness
- Demonstrate highly sophisticated skill and strategies
- Recognizes the need to concentrate on people rather than tasks
- Effectively develops employees
- Continuously finds new and better ways of performing job
- Builds strong sense of teamwork and purpose

Licenses/Certifications

- Certified Asphalt Paving Technologist
- Florida General Contractors License
- UTCA – Board of Directors
- Marine Industry of Palm Beach – Board of Directors

FERREIRA

JOHN CIABATTARI
VICE PRESIDENT

Professional Summary

Mr. Ciabattari is Vice President for Ferreira Construction. He brings more than 20 years of marine construction experience to his role. This experience makes Mr. Ciabattari an industry leader more than an industry superintendent. Therefore, his role in maritime projects is pivotal. Moreover, his knowledge foresight allows him to oversee projects under significant time, environmental, and budgetary constraints. His vast knowledge is an invaluable asset to the Ferreira organization.

Professional Experience

Ferreira Construction Company – Southern Division (2011 – Present)
Vice President

Northgate Construction Company (2004 – 2011)
Owner
Managed concrete and excavation company, including advertising, working with clients, preparing estimates, project supervision, permitting with various agencies, customer service, equipment and manpower management, accounts receivable and payable, payroll and daily operations. Heavy equipment operation when required and running the daily field operations. Projects included site work, concrete foundations, and utility installation for commercial projects.

Pile Foundation Construction (1988 – 2004)
Project Manager/Field Superintendent
Managed the day-to-day field operations for a marine construction company. Work included estimating, negotiating change orders, meeting with various city agencies, coordinating subcontractors, ordering materials, supervising manpower and equipment. His daily responsibilities included moving barges, installing temporary work platforms, driving piles, installing sheeting, constructing new bullheads, constructing new piers, underpinning existing foundations, installing caissons with rock sockets, dredging, installing pile wraps, new fender systems and all related concrete work associated with his projects.

Joki Fishing Cnrp. (1984 – 1988)
Captain
Maintenance, fueling, docking and supervision of crew for a 90-foot sightseeing/fishing boat. Coordinated subcontractors, staff, advertising, accounts receivable and payable, payroll and daily operations.

Professional Licenses

CDL, A license – 100-ton Masters License

FERREIRA

ROBERT HIGGINBOTHAM
VICE PRESIDENT

Professional Summary

Mr. Higginbotham is Vice President for Ferreira Construction. He brings more than 25 years of heavy highway and heavy civil construction experience. He has managed and successfully completed roadway improvement projects for Florida Department of Transportation, local municipalities as well as private clients. Robert is a Licensed State of Florida Electrical Contractor and is the Electrical Qualifier for Ferreira Construction Southern. His extensive knowledgeable and experience includes Intelligent Transportation Systems, Traffic Signalization, Roadway Signing, Computerized Traffic Control and Electrical work. Mr. Higginbotham's extensive background has given him the knowledge in completing all aspects of the job, including but not limited to proposal development and budget management; quality control; scheduling; client, agency, and labor union negotiations; coordination with subcontractors and vendors; safety and personnel management.

Professional Experience

Ferreira Construction (2019-Present)
Vice President

Valiant Power South, LLC (2015-2019)
Vice President

The Signal Group, Inc. (1996-2015)
Executive Vice President/General Manager

Achievements:
- Implementation and management of electronic bidding delivery system
- Expanded SGI Fleet and personnel to maintain and operate three divisional offices and warehouses
- Expanded general revenue base by competitive marketing and production

Key Projects

Traffic Signalization, Signing and Highway Lighting Systems
- Palm Beach International Airport AS8
- I-95 Linton Blvd. South to Spanish River (HOV Lane) for the Florida Department of Transportation
- I-95 (SR #5) Linton Road to Hypoluxo Road, Palm Beach County
- I-95 (SR #5) Blue Heron Boulevard to 45th Street, Palm Beach County
- U.S. Highway 1 from Port St. Lucie Boulevard North to Rio Mar Drive, St. Lucie County
- I-95 (SR #5) from Blue Heron Boulevard to PGA Boulevard, Palm Beach County
- S.R.9 (FL Turnpike) to S.R.710 for the Florida Turnpike Authority
- Cross-Town Parkway Corridor for the City of Port St. Lucie; Segments I, II, III, IV, V
- Design Build of five Intersections for Martin County Board of County Commissioners

Intelligent Transportation Systems

- City of Boca Raton ITS Closed Loop System-Group #4; Installation of ITS and Video Detection
- Indian River County ATMS Groups 3 & 4
- City of Port St. Lucie Master Maintenance for ITS Systems

Affiliations

Florida Transportation Builders Association (FTBA)
Intelligent Transportation Systems of Florida (ITS)

Education/Licenses

Bachelor of Science in Agricultural Economics, Auburn University
State of Florida Electrical Contractor

Training/Certification

State of Florida Electrical Contractor
State of Florida Registered Master Electrician
State of Florida Department of Transportation Managerial and Engineering Seminars
IMSA Intermediate Work Zone Specialist
IMSA Traffic Signal Certification, Level I & Level II

FERREIRA

JIM WEEKS
GENERAL SUPERINTENDENT

Professional Summary

Mr. Weeks has over 25 years of experience in the Construction Industry. Mr. Weeks has extensive experience supervising residential, commercial and municipality projects which include, concrete installation, concrete restoration, concrete piles, timber piles, timber docks, rip rap, installation of steel sheet pile, vinyl sheet pile, fiberglass sheet pile, concrete seawall caps, storm mitigation (Articulated Concrete Block mats), bridge approach slabs, prefabricated aluminum, and steel pedestrian bridges. Mr. Weeks is experienced in operating a wide variety of heavy equipment including excavators, skid steers, loaders, crew boats, push boats with barges, tractor trailers, dump trucks and roll off trucks. Jim's attention to detail is demonstrated in his ordering materials, setting up subcontractors in addition to scheduling cranes, concrete pours, equipment moves and material deliveries.

As demonstrated through his project history, Jim's detail-oriented planning and coordination shows through his outstanding time management and work completion rate. He also recognizes that a project requires complete attention and maintains focus even as they reach their final stages. This unique work ethic is paralleled by his efficient budgeting and cost management capabilities.

As General Superintendent, he directs, supervises, and coordinates all manpower on a given Ferreira project. He also conducts cost monitoring and manages project subcontractors. More importantly, Jim ensures that all sitework reflects Ferreira's commitment to the highest standards of quality and safety.

Professional Experience

Ferreira Construction Co., Inc. (2011-Present): As General Superintendent Mr. Weeks oversees all phases of daily construction. Supervising the development, compliance, ensuring safety, delegating tasks as well as determining requirements for equipment and resources.

Palm Beach Marine Construction, Inc. (2009-2011): Worked as a foreman supervising residential and commercial jobs including steel sheet pile with concrete cap, aluminum sheets pile with aluminum cap, vinyl sheet pile with concrete batter pile and concrete cap, concrete and wood piles, docks, concrete panel seawalls, floating docks, and concrete restoration. Operated equipment such as front-end loader, skid steer, track hoe, tugboat with barges and friction crane. Also ordered materials and set up subcontractors.

Jim-Beams Inc., (2006-2009): Owner , performing commercial concrete work and seawall caps. (1995-2005): Various positions in the concrete forming industry leading up to starting his own business.

Training/Certifications

FERREIRA

OSHA 10
Class 'A' Commercial Driver's License
FDEP Certified Storm Water Inspector
FDOT Certified Temporary Traffic Control (Advanced)
CADWELD Certified
Certified Crane Signaler and Rigger
CPR/AED Certified
AGC Fall Protection Training

FERREIRA

MICHAEL CIABATTARI
PROJECT MANAGER

Professional Summary

Michael has over 15 years of experience in the Heavy Civil and Marine Construction Industry including the past 8 years as a Ferreira Construction Co., Inc.(Ferreira) project manager. Michael has experience as a project manager on various heavy civil, utility, and marine construction projects. Michael's hand on management allows him to react expeditiously to unforeseen challenges that can impact his projects, from atypical weather, challenging environmental health and safety conditions, labor challenges, and complex project sequencing and scheduling while assuring the project remains within budget and on time. More importantly, Michael makes certain that all project sites reflect Ferreira's commitment to the highest standards of quality and safety.

- Project bid cost estimating, scope of work comprehension and specification-plan review and understanding.
- Labor-equipment-material determination, ordering, and management.
- Subcontractor and vendor assignment, coordination, and management.
- Logic-sequence scheduling.
- Safety guidance, oversight, and management.
- Project preparation including mobilization logistics and planning.
- Labor-material-equipment selection.
- Scope of work execution management including budget management, schedule management, labor-equipment-material management, and contractual-regulatory-safety compliance.
- Project demobilization and closeout.

Professional Experience

Ferreira Construction Company Inc. (2015-Present).
As Project Manager Mr. Ciabattari manages all phases of Civil, Marine, Utility and Underground Construction. Michael has exceptional leadership, communication, and interpersonal skills. He is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time and on budget.

Harbor Ridge Golf and Country Club (2010-2015)
As operations manager Mr. Ciabattari over saw all of the day-to-day Golf Club experience ensuring exceptional customer service at the Golf arena and related facilities including overseeing the supervision of the maintenance of golf carts and golf operations personnel.

Northgate Construction (2006-2010)
As a Foreman Mr. Ciabattari over saw all aspects of site work construction and coordination of earth and concrete work. Michael was permitting liaison ensuring environmental and structural compliance with local, state, and federal agencies.

Education

Bachelor of Science in Business Administration

Training/Certification

OSHA 10-hour Construction Safety
FDEP Certified Storm Water Inspector
Certified Confined Space Competent Person
MOT Training

FERREIRA

Edward Shea

Division Manager
Solar, Signal, and Lighting Division

Professional Summary

Mr. Shea has over thirty years of experience on various heavy highway and heavy civil construction projects. His extensive experience managing residential, commercial and municipality projects throughout Florida including Brevard, Okeechobee, Indian River, St. Lucie, Martin, Palm Beach, Broward County, and the Florida Department of Transportation. Ed is directly involved with Ferreira's annual maintenance contracts many include roadway and highmast lighting, electrical duct banks, electrical bridge systems, traffic signalization, roadway signage, and intelligent transportation systems installation and repair. Ed specializes in on-site, hands-on management. He works closely with Ferreira's on-site superintendents, foreman and subcontractors. Ed's ability to communicate effectively and his extensive experience assures that each project reflects Ferreira's commitment to safety, remains within budget and is completed on time.

As demonstrated through his project history, Ed's detail-oriented planning and coordination shows through in his outstanding time management and work completion rate. He also recognizes that a project requires complete attention and maintains focus even as they reach their final stages. This unique work ethic is paralleled by his efficient budgeting and cost management capabilities

As Division Manager he directs, supervises, and coordinates all manpower on a given Ferreira project. He also conducts cost monitoring and manages project subcontractors. More importantly, Ed ensures that all site work reflects Ferreira's commitment to the highest standards of quality and safety.

Professional Experience

Ferreira Construction (2019-Present)
Division Manager

Valiant Power South, LLC (2015-2019)
Operations Manager

The Signal Group, Inc., (2005-2015)
Construction/Area Branch Manager

Achievements:
•Expanded fleet and personnel to maintain and operate four divisional offices and warehouses
•Expanded training programs for signalization, safety, and operational management

Mas-Tec North America/Designed Traffic Installations, Inc. (1987-2005)
Project Manager and Area Manager

Key Projects

Traffic Signalization, Signing and Highway Lighting Systems
•I-95 (S.R.#9) from Blue Heron Blvd. to PGA Blvd.; FDOT District IV
•Florida Turnpike (S.R.# 9) to Beeline Hwy (S.R.#710); FDOT District VIII
•Cross-Town Parkway Corridor, Segments I, II, III, IV, V; City of Port St. Lucie
•Design Build of Five Intersections; Martin County Board of County Commissioners

Intelligent Transportation Systems
•City of Port St. Lucie Master Maintenance for ITS Systems
•ITS Closed Loop System - Group #3 & Group #4; Indian River County
•Installation of ITS and Video Detection; City of Boca Raton
•Master Maintenance for ITS Systems; City of Port St. Lucie

Affiliations

Florida Transportation Builders Association (FTBA)
Florida Transportation and Builders Association (FTBA)
FTBA LESS Sub-Committee Member for Structures and Methods

Certifications/Training

IMSA Traffic Signalization Field Electrician Level II
IMSA Traffic Signalization Technician Level III
IMSA Florida Advanced Work Zone Specialist
ATSSA Advanced Work Zone Traffic Control
FDOT CTQP Drilled Shaft Inspector
OSHA 10 Hour Construction Outreach Training
CPR Training

FERREIRA

Robert McIntosh
PROJECT MANAGER

Professional Summary

Mr. McIntosh has over 15 years of experience in the construction industry. Rob has managed various heavy civil, roadway and utility construction projects in both the private and public-sector. In the past 5 years Rob worked predominantly on Florida Department of Transportation; roadway, lighting, and signalization projects, including managing the installation of over 200 light poles on I 95 (T4489) SR 9, Martin County valuing over 6 million dollars.

Rob's management skills allow him to react expeditiously to unforeseen challenges that can impact a project. He is able to mitigate issues quickly and efficiently due to his experience working on complex projects with unique challenges such as, atypical weather, challenging environmental health and safety conditions, labor challenges, and complex project sequencing and scheduling.

Rob's ability to communicate effectively and his extensive experience assures that each project reflects Ferreira's highest standards of quality and safety while maintaining compliance with all applicable FDOT and government standards while remaining within budget and completing on time. Highlighted below are just some of the many skills Rob possesses to ensure the highest standards of quality on each project:

- Project bid cost estimating, scope of work comprehension and specification-plan review and understanding.
- Labor-equipment-material determination, ordering, and management.
- Subcontractor and vendor assignment, coordination, and management.
- Logic-sequence scheduling.
- Safety guidance, oversight, and management.
- Project preparation.
- Labor-material-equipment selection.
- Scope of work execution management including budget management, schedule management, labor-equipment-material management, and contractual-regulatory and safety compliance.
- Project demobilization and closeout.

Professional Experience

Ferreira Construction Southern Division Company Inc. (2019 -Present).
As Project Manager Mr. McIntosh manages all phases of Utility, Street Lighting, Signalization and Civil Construction. Rob has exceptional leadership, communication, and interpersonal skills. He is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time and on budget.

Valiant Power South (2016- 2019)
As Project Manager, Rob McIntosh oversaw multiple projects at a time. Placing the highest importance on maintaining compliance with applicable FDOT and government standards, quality control, budget, safety, and timeline requirements.

Rosso Site Development (2015-2016)
As Project Manager Mr. McIntosh oversaw heavy civil and site development improvement projects including Gramercy Park, Jonathan Dickson Trail Improvements. Rob developed and implemented key project management procedures ensuring better project safety and quality control.

Signal Group Inc (2014- 2015)
As Contract Manager and Construction Coordination Mr. McIntosh oversaw the contract review process, handling bonds, certificate of insurance and notice of intents for the entire company. In Addition, Rob's skill and prior experience lead him into construction coordination where he projects timelines for materials, schedule and arranged subcontractors and ensured testing and communicated with owners for project updates.

M Squared Construction (2006-2014)
As owner Mr. McIntosh was responsible for all the company's operations including bidding projects, operating equipment, and project management.

Education.

Bachelor of Science Construction Management
Associate in Independent Studies

Training/Certification

OSHA 30
MOT Advance Training
IMSA Traffic L (II)
NPDES Storm water

FERREIRA

KWINCY DYE
PROJECT SUPERINTENDENT

Professional Summary

Mr. Kwincy Dye has worked in the infrastructure construction industry for over 20 years. Kwincy has worked on various heavy highway, heavy civil and utility construction projects in both the private and public-sector which include watermain, Forcemain, gravity sewer, drainage, and directional bore projects. He is experienced in operating a wide variety of heavy equipment including track hoes, bulldozers, graders, and frontend loaders. Kwincy's extensive knowledge of utility blueprint reading enhances his ability to assists in all phases of daily field construction while working closely with Ferreira on-site crew, superintendent, and subcontractors. More importantly, Kwincy makes certain that all sitework reflects Ferreira's commitment to the highest standards of quality and safety.

Through Mr. Dye's extensive experience, he has developed unparalleled skills and understanding of heavy highways, site work, excavation, and utility construction. Kwincy is extremely familiar with the high-water table that exists here in Florida and the necessary of installing utilities in the dry. His knowledge of dewatering installation, removal and treatment/disposal of any effluent makes him a valuable asset to our Ferreira Team.

Professional Experience:

Ferreira Construction Co., Inc. (2020–Present)
As Project Superintendent Mr. Dye supports in all phases of Civil, Utility and Underground Construction. Kwincy is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time, on budget and safely.

JBC Construction (2019-2020)
As construction Superintendent Mr. Dye coordinated pipe excavation for drainage, water, and sewer. He was also responsible for the site grading including finish grading, stone placement, swales, slopes, and all other contours on the project.

KD Excavating (2005 – 2019)
As owner Mr. Dye was responsible for overseeing all phases of the business, including estimating, managing projects, supervising crews, overseeing subcontractors, ordering supplies and materials, and negotiating contracts as well as operating heavy equipment.

Joemax Pipeline Construction (2002-2005)
Mr. Dye was responsible for supervising a gas pipeline crew of 6-8 and assisted in operating heavy equipment for the installation of pipes.

Gilbert Western (2000-2002)
As a heavy equipment operator Mr. Dye installed fiber optic lines using a backhoe, track hoe and front-end loader.

Training/Skills

OSHA Safety Training 10

FERREIRA

Jerry Stine

Superintendent

Solar, Signal, and Lighting Division

Professional Summary

Mr. Stine is project superintendent on various heavy highway and heavy civil construction projects with over 16 years of experience specializing in traffic signalization, lighting, and road signing. He supervises and coordinates field construction forces and subcontractors through all phases of construction. He works closely with Ferreira on-site foreman and subcontractors. Jerry also communicates potential change orders to the project manager as soon as they become known. He does this to ensure that a given job remains within budget and on time. As the primary on-site construction point-of-contact for Ferreira, Jerry often manages and communicates client concerns, problems, or complaints on assigned projects. This role also requires him to conduct in-house inspections with subcontractors to verify work and challenge quality prior to releasing them from the site.

Through Mr. Stines extensive experience, he has developed an unparalleled understanding of blueprints, construction methods, and all construction codes as affected by state and local ordinances, making him a key player and asset to the Ferreira team.

Professional Experience

Ferreira Construction Co., Inc. (2019-Present:)
Mr. Stine serves as the Solar, Signal & Lighting Superintendent for Ferreira Construction Southern Division Co., Inc. His extensive background has allowed him to gain valuable experience supervising projects which include roadway lighting, high mast lighting, duct bank and electrical bridge systems.

Valiant Power South, LLC (2015-2019)
Solar, Signal & Lighting Superintendent

The Signal Group, Inc. (2002-2015)
Area Superintendent
Achievements:
• Supervised construction activities in Martin, St Lucie, Indian River and Brevard County SGI Offices
• Assisted expanding the SGI fleet and personnel to maintain and operate area facility and warehouse
• Expanded in-house training programs for signalization, safety and operational management requirements and supervised four county maintenance contracts

Key Projects

Solar, Traffic Signalization, Signing and Highway Lighting Systems
• FCC Coleman Solar Photovoltaic Project, Federal Correctional Complex of Coleman, FL
• Crosstown Parkway Corridor, Segments IV, and V for the City of Port St Lucie
• Becker Rd Interchange for the City of Port St Lucie
• Jensen Beach Causeway
• Ernest Lyons Bridge
• US 1 Improvements throughout Martin County

Intelligent Transportation Systems

- SR 5 (US Highway 1) in Vero Beach for the FDOT
- Master Maintenance for ITS Systems for the City of Port St. Lucie
- I-95 Express Lanes

Certifications/Training

IMSA Work Zone Safety Specialist
IMSA Traffic Signalization Technician Level III
Palm Beach County Traffic Signalization Level I
ATSSA Advanced Work Zone Traffic Control
Fall Protection/Aerial Lift and Powered Industrial Forklift
SGI Crane Operation and Safety
OSHA 10 Hour Construction Outreach

FERREIRA

Frank J. Peluso Jr. CUSP, EMT
Health and Safety Manager

Professional Summary

Mr. Peluso has been working in the Health and Safety field for over fifteen years developing and instituting safe work practice programs for the construction industry, and public sector. CPR, AED, fall protection, confined space, hazcom, hazwoper are just a few of the many training courses Frank teaches. He has worked on many Industrial, Pharmaceuticals, and Commercial projects throughout the USA which include Merck Pha, Catelent Pha., Navartis Pha, BMS Pha., Exxon Mobil, Phillips66, Motiva, Chevron, Phillips 66, Infinium. Frank has a track record for implementing policies and procedures, site audits on all levels in addition to making HASP's, SSHASP's, and OSHA compliant activities. He has instructed at many training centers, Rutgers, American Heart Association, American Safety, Health Institute and National Safety Council. Mr. Peluso's knowledge and training abilities in Industrial and Construction Health and Safety makes him an asset to the Ferreira Construction Team.

Professional Experience

Ferreira Construction Co., Inc. (2018 – Present): Health and Safety Manager, Subcontractor Management, Instructor/Trainer, Auditor, Claims, Purchasing of supplies for safety.

Valiant Companies (2016-2018): Health and Safety Manager, Pre-Bid Analysis (ISNet, Browz, Avetta/Pics), Subcontractor management, Instructor, Auditor, DOT Compliance, Asset Management, & Claims Specialist.

Petillo Inc. (20014-2016): Director of Health and Safety, Trainer, OSHA Compliance, Aerial Photography and Video Specialist.

Haztek Inc. (2013-2014): Health and Safety Professional, Safety Site Coordinator, Hazmat, Confined Space Rescue Lead, OSHA Trainer, Auditor, Inspections, and Lead Trainer.

International Brotherhood of Electrical Workers Local 102 (2005-2018): Union Journeyman A Class, Med. Voltage Splicer, Equipment Operator, Site Emergency Medical Technician , Site Safety Officer.

Pleasant Plains Volunteer Fire Department Station 30 (2002-2017): Fire Fighter, EMT, Extrication Technician, Advanced Rescue Driver Secretary.

Pleasant Plains Volunteer First Aid Squad 33 (2009-2017): Chief Line Officer / EMT / Driver / Engineer / Jr. Cadet Ems Head Advisor.

Toms River Technical Rescue Team (2009-2017): Confined Space Rescue Technician / Man Power / High Angle Rescue / Ropes and Rigging.

Training

OSHA 502, 500– Construction Industry Instructor
IC-700, 800, 100, 200, 300 – FEMA Incident Command
IM-100 & 200 – FEMA Incident Management
Incident Safety Officer
OSHA 510, 40 Hazwoper, 8 Hazwoper Supervisor
Firefighter Level 1 & 2
Emergency Medical Technician
Extrication Technician
Haz-Mat Awareness & Operations for emergency services
Florida Advanced MOT
New Jersey Traffic Control Coordinator
FPL Switchman Trainer
PSEG Substation Awareness Trainer
NEXTERA Nuclear Radiation Responder & Trainer
AHA & ASHI – Level 9 First Aid/CPR/AED Instructor
NFPA70E
Hazard Communication Trainer
Equipment Trainer (Off-road Fork Lift, Excavator, Skid Steer)
S.T.A.R.T. & NJ State Police – Advanced Confined Space Rescue Specialist
Certified Emergency Vehicle Operator
SCOTT SCBA Specialist & Repair Tech
Medium Voltage Splicing to 75k
High Line Rescue
Wildland Firefighter S130 & S190
Drug and Alcohol Reasonable Suspicion Testing Advocate
NSC Defensive Driving 4 Instructor
C.E.U. Classes: Core 13, Start Triage, Sport Injuries, To Hell and Back Burn Patients, Elevator Emergencies, Diabetic Emergencies, Intel, Children with special needs, Prehospital Stroke Management, Street Drugs, Sport Injuries, Winter Emergencies, Pediatric patient assessment, wind driven fires, Sick or Not Sick.

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2000	VERMAC ARROWBOARD	ARROW BOARD
2000	VERMAC ARROWBOARD	ARROW BOARD
2009	WORA (WORK AREA PROTECTION) M90EZ SOLAR ARROW BOARD	ARROW BOARD
2005	30' x 10' BARGE w/ OUTBOARD MOTOR	BARGE
2007	3 PC. SECTIONAL BARGE - 1 SEC. @ 10'x30'x4' -- 2 SEC. @ 4'x30'x4' - WOOD DECK OVER STEEL DECK	BARGE
2007	HOMEM - SELF PROPELLED BARGE - 38'x10'x3' w/ YAMAHA 225HP ENG.-- 3 COMPARTMENTS w/ HATCHES , STEEL DECK w/ WOOD SURFACE	BARGE
	S175 & S98 FLEXIFLOAT BARGES	BARGE
2006	VARIOUS FLEXI FLOAT BARGES -- 6 UNITS @ 10x40x5 & 4 UNITS @ 10x20x5	BARGE
1993	24' SILVER PONTOON BARGE	BARGE
1992	24' YELLOW PONTOON BARGE	BARGE
	10' x 40' x 5' - 40 TON HOPPER BARGE	BARGE
	10' x 40' x 5' - 40 TON HOPPER BARGE	BARGE
	48' x 24' x 4' SPUD BARGE w/ 4 SPUD WELLS & (2) 42' x 12' DIA. ROUND SPUDS	BARGE
1972	ALUM. WORKBOAT w/ OUTBOARD. MOTOR	BOAT
	2008 J-BOAT UTILITY WORK BOAT W/ CRANE	BOAT
2008	29' VESSEL - JUPITER	BOAT
2000	LOWE - GLC MODEL 17'11" ALUMINUM BOAT w/OUTBD. ENG.	BOAT
2000	SEA ARK BOATS, INC. - 20' VS ALUMINUM HULL BOAT – NO OUTBD. ENGINE...	BOAT
2017	PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL	BOAT
	32' x 16' x 4' - PUSH BOAT / BARGE w/(2) MERCURY 75HP GAS ENG.	BOAT
1996	SEA ARK BOATS, INC - 21' CREW BOAT w/ (2) YAMAHA 150 HP OUTBOARD MOTORS	BOAT
2017	PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL	BOAT
2003	WAGNER SMITH T-UBWP-35 UNDERGROUND CABLE PULLER	CABLE PULLER
1985	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1986	DYNAPAC CA25 VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1987	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1986	DYNAPAC CA25 VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1984	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
2007	INGERSOLL-RAND COMPRESSOR	COMPRESSOR - 185

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
	ATLAS COPCO 185CFM COMPRESSOR	COMPRESSOR - 185
2016	DOOSAN C185WDZ-T4F AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO XAS 185 AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO 185CFM COMPRESSOR TIER 4 FINAL	COMPRESSOR - 185
2004	INGERSOLL-RAND P185WDJ COMPRESSOR	COMPRESSOR - 185
2005	INGERSOLL-RAND P185 COMPRESSOR	COMPRESSOR - 185
2016	20 CUBIC YARD CONTAINER	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2012	ROLL OFF CONTAINER 30 C.Y. (OPEN)	CONTAINER - 30 OPEN
2015	30 CY ROLL-OFF	CONTAINER - 30 OPEN
2001	POWER CURBER 5700-B-03 CURB MACHINE	CURB MACHINE
2005	POWER CURBER PC150 CONCRETE CURB MACHINE	CURB MACHINE
2019	VERMEER D23X30S3 DIRECTIONAL DRILL w/ DIGITAL FF2SYSAF8 LOCATOR	DIRECTION DRILL DIGITAL LOCATOR
2006	CAT D6N CRAWLER DOZER	DOZER - CAT D6
2013	CATERPILLAR D6N LGP DOZER	DOZER - CAT D6
2011	KOMATSU D65WX-16 CRAWLER DOZER	DOZER - KOM D65
1980	ELLICOTT (MUDCAT 915) DREDGE - 43 FT.	DREDGE
N/A	"DREDGE & MARINE CORP" CUSTOM MADE 42 FT. DREDGE w/ 8" SWING LADDER	DREDGE
1988	ELLICOTT "600 SERIES" HYDRAULIC DREDGE APPROX. 70 FT. (LEANNE)	DREDGE
2013	ISCO 6-18 INCH BUTT FUSION MACHINE w/PIPE STANDS & IPS INSERTS FOR DREDGE PIPE	DREDGE - FUSION
2013	ELLICOTT 16 INCH DIESEL DRIVEN BOOSTER PUMP FOR DREDGE w/ AUTOMATION UPGRADE	DREDGE - PUMP
	GORMAN RUPP 8" x 8" DIESEL BOOSTER PUMP	DREDGE - PUMP
2016	ELLICOTT STANDARD DRAGON HYDRAULIC 18 INCH BOOSTER PUMP	DREDGE - PUMP
2016	MWI PUMPS - MODEL # HT004 - 4" SUB. TRASH PUMP w/ 800D HYDRAULIC DRIVE UNIT & ACCESSORIES	DREDGE - PUMP
	DREDGE CENTRAL'S USED TRAVELING SPUD w/ 2 NEW 35' x 10' x 5' PONTOONS	DREDGE - SPUD
2018	VERMEER D40X55S3 DIRECTIONAL DRILL w/DIGITRAK FF5 LOCATOR NON REMOTE PACKAGE	DRILL - DIRECTIONAL
2018	VERMEER MX240 MIX SYSTEMS w/ 2 - 1000 GALLON UNITS w/ POWER PAC	DRILL - MIXING SYSTEM
2019	VERMEER MX125 MIX SYSTEM w/ 500 GALLON TANK	DRILL - MIXING SYSTEM
1998	LODRIL MODEL LLMHT-40 (MOUNTED ON 100)	EQUIPMENT ATTACHMENT
2002	30FT JIB ARM w/ WINCH & CABLE	EQUIPMENT ATTACHMENT

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2018	36" PRESSURE ROCK AUGER w/4" BOX	EQUIPMENT ATTACHMENT
1998	KOMATSU EXCAVATOR	EXCAVATOR
2011	KOMATSU PC450LC-8 EXCAVATOR	EXCAVATOR - 100K #
2012	KOMATSU PC490LC-10 HYD. EXCAVATOR - PLUMBED	EXCAVATOR - 100K #
2009	JOHN DEERE 85D EXCAVATOR	EXCAVATOR - 18K #
2018	CATERPILLAR 308E2 CRSB HYDRAULIC EXCAVATOR	EXCAVATOR - 18K #
2017	KOMATSU PC138USLC-11 HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2018	CATERPILLAR 315FLCR HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2019	CATERPILLAR 315F HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2014	JOHN DEERE 245G EXCAVATOR	EXCAVATOR - 50K #
2019	CATERPILLAR 335FL HYDRAULIC EXCAVATOR	EXCAVATOR - 75K #
2018	CATERPILLAR 336FL HYDRAULIC EXCAVATOR	EXCAVATOR - 85K #
2016	GRADALL XL3300 III TELESCOPIC EXCAVATOR	EXCAVATOR - GRADALL
2011	JOHN DEERE 200D EXCAVATOR w/ 50' LONG BOOM	EXCAVATOR - LONG REACH
2014	CATERPILLAR 324EL LR LONG REACH 60' EXCAVATOR	EXCAVATOR - LONG REACH
2012	CASE CX36B MINI EXCAVATOR	EXCAVATOR - MINI
2014	TAKEUCHI TB153FR MINI EXCAVATOR	EXCAVATOR - MINI
2016		EXCAVATOR - MINI
2017	YANMAR VIO17 MINI EXCAVATOR	EXCAVATOR - MINI
2003	KUBOTA KX121-3 MINI EXCAVATOR	EXCAVATOR - MINI
2013	DOOSAN DX63-3 MINI EXCAVATOR	EXCAVATOR - MINI
2017	JOHN DEERE 17G MINI EXCAVATOR	EXCAVATOR - MINI
2017	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2016	CATERPILLAR M320F WHEELED EXCAVATOR	EXCAVATOR - WHEELED
2015	CATERPILLAR M315D WHEELED EXCAVATOR	EXCAVATOR - WHEELED
2004	JOHN DEERE BACKHOE	EXCAVATOR - WHEELED
2006	JOHN DEERE WHEEL LOADER	EXCAVATOR - WHEELED
2014	JOHN DEERE 744K WHEEL LOADER	EXCAVATOR - WHEELED
2016	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2018	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2018	CATERPILLAR 938M WHEEL LOADER	EXCAVATOR - WHEELED

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2018	CATERPILLAR 938M WHEEL LOADER	EXCAVATOR - WHEELED
2004	NEW HOLLAND TRACTOR	EXCAVATOR - WHEELED
2009	MITSUBISHI FD50K FORKLIFT	FORKLIFT
1998	YALE 5,000 # CUSHION TIRED FORKLIFT	FORKLIFT
2015	TRACSTAR AT5000110 SERIES 3 FUSION MACHINE	FUSION MACHINE
2016	KAWASAKI MULE PRO KAF1000CGF ATV	GATOR
2001	WHISPER WATT GENERATOR (FOR PUMP SERVICES	GENERATOR
2012	TRAMAC SC28 HYDRAULIC BREAKER (PC55)	HAMMER - HYDRAULIC
	I.C.E. HYDRAULIC POWER UNIT	HAMMER - PILE
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
1995	MAGNUM LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2009	SUZUKI BOXED MOTOR - Mounted on V612	MOTOR - BOAT
2009	SUZUKI 225 30" SHAFT LENGTH - Mounted on V691	MOTOR - BOAT
2009	SUZUKI 150 25" SHAFT LENGTH - Mounted on V633	MOTOR - BOAT
2012	BLAW-KNOX PF150B ASPHALT PAVER	PAVER
2015	ROADTEC RP-170 ASPHALT PAVER	PAVER
	THOMPSON 8" HYDRAULIC PUMP	PUMP
	THOMPSON 4" WELLPOINT JETTING PUMP	PUMP
	NORTHSTAR 3" CENTRIFUGAL PUMP	PUMP
2013	SCHWING SP750-15D TAG-ALONG CONCRETE PUMP	PUMP
	RAKE- LOADER RAKE 96"	RAKE LOADER
1986	DYNAPAC CS12 - 3 WHEEL ROLLER	ROLLER

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1998	INGERSOLL-RAND DD-24 D/D ROLLER	ROLLER
2002	HYPAC C530AH - 9 WHEEL ROLLER	ROLLER
2017	WACKER RD7A WALK BEHIND ASPHALT ROLLER	ROLLER - ASPHALT
2004	BOMAG VIBRATORY SINGLE DRUM ROLLER	ROLLER - DIRT
2000	INGERSOLL-RAND SD100DB VIBRATORY ROLLER	ROLLER - VIBRATORY
2002	BOMAG BW124D VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2005	BOMAG BW190AD4 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-90 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-70 VIBRATORY ROLLER	ROLLER - VIBRATORY
2004	STONE WP3100R VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	DYNAPAC CC142 VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	INGERSOLL-RAND DD-24 VIBRATORY ROLLER	ROLLER - VIBRATORY
	ALLEN 255BD.25 ROLLER SCREED	SCREED
2004	DAWSON HYDRUALIC PILE DRIVER	SHEET PILE HAMMER
2013	JOHN DEERE 323D SKID STEER - TRACK LOADER	SKIDSTEER
2016	JOHN DEERE 329E SKID STEER LOADER - TRACKS	SKIDSTEER
2011	TEREX PT30 TRACK SKID STEER LOADER	SKIDSTEER
2004	BOBCAT T300 TRACK SKIDSTEER LOADER	SKIDSTEER
2018	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2019	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2005	BOMAG MPH122 SOIL STABILIZER/RECYCLER	SOIL STABILIZER
2015	CATERPILLAR TL1255D MATERIAL HANDLER	TELEHANDLER
1999	MACK TRACTOR	TRACTOR
2005	PETERBILT TRACTOR	TRACTOR
2018	PETERBILT 389 TRI-AXLE TRACTOR	TRACTOR
1994	MACK RD685S TRACTOR	TRACTOR
2017	FREIGHTLINER 122SD TRACTOR	TRACTOR
2016	ROGERS CN55PL110 - 55 TON LOBOY TRAILER	TRAILER - 55 TON LOBOY
2019	CUSTOM 12T - 19' FLAT DECK TRAILER w/ 4' BEAVERTAIL	TRAILER - BEAVERTAIL

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2009	FLOAT-ON TRAILER	TRAILER - BOAT
2013	MAGIC TILT - TALS 2044 BOAT TRAILER - For MN-1463	TRAILER - BOAT
1991	GREAT DANE 48' BOX TRAILER	TRAILER - BOX
2009	EAST DUMP TRAILER	TRAILER - DUMP
2017	DOWN TO EARTH DTE612DT5.2B- 5.2 TON DUMP TRAILER	TRAILER - DUMP
2005	40' TANDEM GOOSENECK DUAL TRAILER	TRAILER - FLAT
1999	TRAILMOBILE - 48' FLATBED TRAILER	TRAILER - FLAT
2001	GREAT DANE 37' FLATBED TRAILER	TRAILER - FLAT
2007	MANAC EXTENDABLE FLATBED TRAILER	TRAILER - FLAT
2017	TALBERT 60 TON - FLD LOBOY	TRAILER - LOBOY
1981	EVANS LOG TRAILER	TRAILER - LOG
1982	GREAT DANE LOG TRAILER	TRAILER - LOG
1993	WILLIAMS SCOTSMAN mobile field office	TRAILER - OFFICE
	POLE TRAILER	TRAILER - POLE
2001	BUTLER BUP2510 POLE TRAILER	TRAILER - POLE
2011	24' PONTOON TRAILER	TRAILER - PONTOON
2009	EMERSON TR-50 SERIES 7 REEL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - 2 REEL / MATERIAL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER	TRAILER - REEL
2001	TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER	TRAILER - REEL
2002	TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER	TRAILER - REEL
2016	TOW MASTER T-30 THREE REEL TRAILER - T/A	TRAILER - REEL
2017	TOW MASTER T-30 THREE REEL TRAILER - T/A	TRAILER - REEL
2014	JTC 8000 SINGLE REEL TRAILER - S/A	TRAILER - REEL
98	WELLS CARGO ENCLOSED UTILITY TRAILER	TRAILER - UTILITY
2003	INTERSTATE TAG-A-LONG TRAILER	TRAILER - UTILITY
2006	LMT GOOSENECK TRAILER	TRAILER - UTILITY
2014	BIG BLUE ENCLOSED TRAILER	TRAILER - UTILITY
2001	ENCLOSED BIG WHITE DIVE TRAILER	TRAILER - UTILITY
2004	ENCLOSED SMALL WHITE TRAILER (OLD U-HAUL)	TRAILER - UTILITY

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2002	FLAT BLACK TRAILER w/18" RAILS	TRAILER - UTILITY
2016	DIAMOND CARGO 8.5 x 20TA TAG-ALONG-TRAILER	TRAILER - UTILITY
2017	TOWMASTER T-30 TRAILER	TRAILER - UTILITY
2018	CUSTOM 15T - 23' FLAT DECK TRAILER W/ 7' BEAVERTAIL	TRAILER - UTILITY
2014	KAUFMAN TL-3400 TRAILER (TR65)	TRAILER - UTILITY
2014	KAUFMAN TL-3400 TRAILER (TR66)	TRAILER - UTILITY
2014	KAUFMAN TL-3400 DECKOVER TRAILER	TRAILER - UTILITY
1985	CROSLEY TAG-ALONG 20' LEVEL DECK TRAILER	TRAILER - UTILITY
2016	FREEDOM 12' ENCLOSED TRAILER	TRAILER - UTILITY
2003	PIKE 8 TON TAG-ALONG TRAILER	TRAILER - UTILITY
2012	HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
2012	HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
2010	HUDSON BROS. HTD18D 10 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
1991	ALLEGHENY CT5T 5TON MATERIAL TRAILER	TRAILER - UTILITY
2017	FREEDOM 7X14TA2 - 3.5 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	MAXEY C6S 7 TON TAG-ALONG UTILITY TRAILER	TRAILER - UTILITY
2017	DOWN TO EARTH 7' x 16' TAG-ALONG TRAILER	TRAILER - UTILITY
2000	COACH CRAFT FIBERSPLICE ENCLOSED TRAILER - T/A	TRAILER - UTILITY
2015	LARK UNITED MFG. VT612SA ENCLOSED CARGO TRAILER - S/A	TRAILER - UTILITY
2018	DOWN TO EARTH 7 TON TAG-ALONG TRAILER - T/A	TRAILER - UTILITY
	HOMEMADE TAG-ALONG TRAILER	TRAILER - UTILITY
2019	CYNERGY 7X14TA ENCLOSED TRAILER	TRAILER - UTILITY
2019	MAXXD - DOX10222 - 22' UTILITY TRAILER	TRAILER - UTILITY
2019	DOOLITTLE 25' BRUTEFORCE UTILITY TRAILER	TRAILER - UTILITY
2018	VACTRON CV873SGT TRAILER MOUNTED VAC SYSTEM	TRAILER - VAC
2015	VERMEER T755 III COMMANDER TRENCHING MACHINE w/ 12' FOLDING CONVEYOR	TRENCHER
2015	FORD F-750XL ASPHALT DISTRIBUTOR TRUCK	TRUCK - ASPHALT TACK
2009	INTERNATIONAL 7400 TANDEM AXLE w/ TEREX 650-40 MTD AUGER DRILL MOUNTED ON BODY	TRUCK - AUGER
2007	INTERNATIONAL 4200 w/ 18' BOX TRUCK	TRUCK - BOX

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2006	CHEVY C-7500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2016	FREIGHTLINER M2-106 UTILITY TRUCK w/ ALTEC AA55 - 55 ' ARTICULATING & TELESCOPIC ONE MAN BUCKET	TRUCK - BUCKET
2003	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BOD	TRUCK - BUCKET
2003	INT'L 4300 SERVICE TRUCK w/ ALTEC AM55-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2011	FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2009	CHEVY C-8500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2004	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM450 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2007	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2006	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2018	DODGE RAM 3500 CAB & CHASSIS FOR CABLE PULLER	TRUCK - CABLE PULLER
2019	CHEVY SILVERADO 1500 DBL. CAB P/U	TRUCK - CHEVY 1500
2019	CHEVROLET SILVERADO 1500 DOUBLE CAB P/U	TRUCK - CHEVY 1500
1995	CHEVY SILVERADO 1500 P/U	TRUCK - CHEVY 1500
2007	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2007	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500XLT EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 CREW CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 CREW CAB P/U	TRUCK - CHEVY 1500
2012	CHEVY SILVERADO 2500 CREW CAB 4x4	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2003	CHEVY SILVERADO 2500HD P/U	TRUCK - CHEVY 2500

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2003	CHEVY SILVERADO 2500HD P/U	TRUCK - CHEVY 2500
2002	CHEVY 3500 MECHANIC'S TRUCK	TRUCK - CHEVY 3500
2016	CHEVY SILVERADO 3500 CREW CAB 4X4 DRW W/9FT UTILITY BODY	TRUCK - CHEVY 3500
2018	CHEVROLET COLORADO PICK-UP 4X2	TRUCK - CHEVY SMALL
2007	CHEVY COLORADO CREW CAB P/U	TRUCK - CHEVY SMALL
2002	INTERNATIONAL 5500i T/A FLATBED w/ NATIONAL 1300 (30 TON BOOM CRANE)	TRUCK - CRANE
1997	INTERNATIONAL 4900 BOOM TRK. w/ BED WINCH ALTEC D1000-TB	TRUCK - CRANE
2005	FREIGHTLINER M2-106 - 4x4 RACK BODY w/ ALTEC DL42BR - DIGGER DERRICK	TRUCK - DIGGER DERRICK
2005	FREIGHTLINER M2-106 DIGGER DERRICK w/ ALTEC DM45DC	TRUCK - DIGGER DERRICK
2011	INTERNATIONAL 7300SFA - DIGGER DERRICK w/ ALTEC DC47-BR	TRUCK - DIGGER DERRICK
1995	DODGE RAM 2500 P/U	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB P/U 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB SHORT BED RACK BODY 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2020	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD GALION BODY	TRUCK - DUMP
2000	FORD F-450 CREW CAB MASON DUMP TRUCK	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - AUTO	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK-AUTO	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL	TRUCK - DUMP
2006	FORD F-750 S/AXLE MASON DUMP	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2000	FREIGHTLINER FLD11264SD DUMP TRUCK	TRUCK - DUMP
2016	DODGE RAM 5500HD CREW CAB FLATBED TRUCK	TRUCK - FLATBED
2014	ISUZU NPR FLATBED TRUCK	TRUCK - FLATBED
2016	FORD F-150 SUPERCREW 4X4 PLATINUM	TRUCK - FORD F 150
2014	FORD F-150 CREW CAB P/U	TRUCK - FORD F 150
2017	FORD F-150 XLT CREW CAB P/U 4x4	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2007	FORD F-150 P/U	TRUCK - FORD F 150
2008	FORD F-150 XL EXT. CAB UTILITY TRUCK	TRUCK - FORD F 150
2010	FORD F-150 XL SUPER CAB P/U	TRUCK - FORD F 150
2017	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2015	FORD F-250 LARIAT - CREW CAB - SHORT BED P/U	TRUCK - FORD F 250
2015	FORD F-250 REG. CAB - LONG BED P/U	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB 4x4 PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 PLATINUM - CREW CAB - SHORT BED	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB 4x4 "LARIAT" P/U	TRUCK - FORD F 250

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MARTIN

John Ciabattari, 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.

Ferreira Construction Co Inc.
Firm Name

By: John Ciabattari

Title: John Ciabattari, Vice President

Subscribed and sworn to before me this 25th

day of March, 2025.

Cecilia Hein
Notary Public

My Commission expires: (Seal)

CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

June 29, 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. 2025-019 for **Indian River Drive Corridor Improvements**

2. This sworn statement is submitted by Ferreira Construction Co Inc.
(name of entity submitting sworn statement)
whose business address is 13000 SE Flora Avenue, Hobe Sound, FL 33455
and (if applicable) its Federal Employer Identification Number (FEIN) is 22-3334957 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is John Ciabattari my relationship to the entity named above is Vice Presicent.
(please print name of individual signing)

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

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

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

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima 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: _____
John Ciabattari, Vice President

Date: March 25, 2025

STATE OF: FLORIDA

COUNTY OF MARTIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

John Ciabattari, V.P. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 25th day of March, 2025.

NOTARY PUBLIC SEAL: CECILIA R. HEIN Commission # HH 378794 Expires June 29, 2027

_____

My commission expires: June 29, 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: March 25th, 2025

Official Address
(including Zip Code);

13000 SE Flora Avenue

Hobe Sound, FL 33455

By: _____

John Ciabattari, Vice President
Title

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-019

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:

Sixteen thousand Dollars
(Written)

$ 16,000.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Ferreira Construction Co Inc.
(Company Contractor)

By: _____
(Vice President's Signature)

John Ciabattari, Vice President
(President's Typed or Printed Name)

NOTARIZATION

Sworn to and subscribed before me in Martin **County, Florida on the** 25 th **day of** March **2025.**

Notary Public: _____ **(affix seal)** **My Commission Expires:** June 29, 2027

CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Ferreira Construction Co 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.

John Ciabattari, V.P Proposer's Signature

March 25, 2025
Date

END OF SECTION

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
519-78 - Lighted Bollard	StressCrete/King	StressCrete/King Not in Proposal	$ 10,165.00	$ 0.00
519-78 - Lighted Bollard	StressCrete/King	Ameron/ULS/Signify In Proposal	$ 0.00	$ 0.00
519-79 NonLighted Bollard	StressCrete/King	StressCrete/King Not in Proposal	$ 1,635.00	$ 0.00
519-79 NonLighted Bollard	StressCrete/King	Ameron/ULS In Proposal	$ 0.00	$ 0.00
715-516-315 Light Pole	StressCrete/King	StressCrete/King Not in Proposal	$ 52,585.00	$ 0.00
715-516-315 Light Pole		Ameron/ULS/Signify In Proposal	$ 0.00	$ 0.00
715-11A Rail Luminaire	Core Lighting	Core Lighting Not in Proposal	$ 0.00	$ 0.00
715-11A Rail Luminaire	Core Lighting	Diode LED In Proposal	$ 0.00	$ 0.00
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-019

PROJECT TITLE: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Ferreira Construction Co Inc.

Corporate Title: Vice President

Address: 13000 SE Flora Avenue,

Hobe Sound, FL 33455
(Zip Code)

By: John Ciabattari (Print name) Ciabattari (Print title)

John Ciabattari, Vice President (Authorized Signature)

Telephone: (772) 286-5123

Fax: (772) 286-5139

State License # General Contractor: CGC1509418 Electrical Contractor: EC13006679 **(ATTACH COPY)**

County License # Martin County # 20065130002 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: General Contractor and Electrical Contractor (24-00031940)

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

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

GARCIA, DICTINIO

FERREIRA CONSTRUCTION CO INC
13000 SE FLORA AVE
HOBE SOUND FL 33455

LICENSE NUMBER: CGC1509418

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/04/2024

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

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HIGGINBOTHAM, ROBERT A

FERREIRA CONSTRUCTION CO. INC.
13000 SE FLORA AVE
HOBE SOUND FL 33455

LICENSE NUMBER: EC13006679

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/03/2024

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.

MARTIN COUNTY BUSINESS TAX RECEIPT

2024 / 2025

EXPIRES: September 30, 2025

Account #:20065130002

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 13000 SE FLORA AVE
Business Phone: (772)286-5123
NAICS Code: 233211
State License:
Business Description:
BUILDING CONTRACTOR (CERTIFIED GENERAL CONTRACTC

Business Name FERREIRA CONSTRUCTION CO INC
Business DBA FERREIRA CONSTRUCTION SOUTHERN DIV
Owner Name GARCIA, DICTINIO
FERREIRA CONSTRUCTION CO INC
13000 SE FLORA AVE
HOBE SOUND, FL 33455

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date **08/26/2024**
Receipt Number
INT-23-00275509

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski · Martin County Tax Collector

Website: MartinTaxCollector.com
3485 SE Willoughby Blvd. Stuart, FL 34994
Phone: (772)288-5600

To renew your Business Tax Receipt, visit our payment menu at martintaxcollector.com.

Contact our office by email at btdept@martintaxus if any of the following changes occur with your business:

- Business Name
- Ownership
- Physical Location
- Mailing Address
- Closing your Business

Dear Business Owner:

The law requires this 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.

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 each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in 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. A $250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website https://martintaxcollector.com/local-business-tax/ for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

MARTIN COUNTY BUSINESS TAX RECEIPT

2024 / 2025

EXPIRES: September 30, 2025

Account #:20230941

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 13000 SE FLORA AVENUE
Business Phone: (772) 286-5123
NAICS Code: 283201
State License: HIGGINBOTHAM, ROBERT AEC13008679
Business Description:
ELECTRICAL CONTRACTOR (ELECTRICAL CONTRACTOR)

Business Name FERREIRA CONSTRUCTION COMPANY INC
Business DBA
Owner Name FERREIRA CONSTRUCTION COMPANY INC
FERREIRA CONSTRUCTION COMPANY INC
13000 SE FLORA AVENUE
HOBE SOUND, FL 34986

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date **08/26/2024**
Receipt Number
INT-23-00275509

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski · Martin County Tax Collector

Website:
MartinTaxCollector.com

3485 SE Willoughby
Blvd. Stuart, FL 34994

Phone:
(772)288-5600

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- Ownership
- Physical Location
- Mailing Address
- Closing your Business

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Do you qualify for an exemption? Visit our website https://martintaxcollector.com/local-business-tax/ for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS
BID NO. 2025-019

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
City of West Palm Beach	Clear Lake Trail & Shoreline	Mr. Daniel Roberge, P.E	(561) 494-4053
401 Clematis Street			
West Palm Beach, FL 33401			
Straticon LLC	Rio Marine Village Seawalls	Mr. Connor McNamara, P.M.	(772) 210-0200
1515 S. Federal Hwy #401			
Boca Raton, FL 33432			
The Robins & Morton Group	Jupiter Medical Center	Mr. Jason Mercer, P.M.	(904) 687-8646
6205 Blue Lagoon Drive			
Miami, FL 33125			
City of Port St. Lucie	Port District - Pioneer Park	Ms. Jennifer Davis, P.M.	(772) 344-4342
121 SW Port St. Lucie Blvd. Suite 390			
Port St. Lucie FL 34984			
Martin County	S. Jensen Heights-NE Elaine	Mr. Keith Baker, P.E.	(772) 288-5777
2401 S.E. Monterey Road			
Stuart, FL 34995 34996			

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**

Bid No.: 2025-019

Project Description:

The reconstruction of 2,151 LF of Indian River Drive roadway situated between Seaway Drive (SR A1A) and Avenue A. Construction includes a new bridge at Moore's Creek, storm drainage improvements, water and sewer improvements, sidewalks, curb and gutter, driveway aprons, complete roadway rebuild, on-street parking, landscaping, irrigation, decorative lighting, brick paver crosswalks, pedestrian area, and ADA upgrades.

In addition to the aforementioned Indian River Drive construction, the project also includes reconstruction of 631 LF along AE Backus Avenue between N. 2nd Street and Indian River Drive. This construction includes new roadway, curb and gutter, sidewalks, driveway aprons, ADA upgrades, drainage improvements,

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: Ferreira Construction Co Inc.

Authorized Signature: _____ John Ciabattari Title: Vice President

Date: March 25, 2025

END OF SECTION

State of Florida
Department of State

I certify from the records of this office that FERREIRA CONSTRUCTION CO. INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on April 9, 2004.

The document number of this corporation is F04000001981.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 7, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2025

Secretary of State

Tracking Number: 4458905547CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Client#: 353923 FERRECONST

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Breffni McEntee
Conner Strong & Buckelew 32 Old Slip, Suite 3204 New York, NY 10005	PHONE (A/C, No, Ext): 646-891-4981 FAX (A/C, No): 646-843-3936 E-MAIL ADDRESS: bmcentee@connerstrong.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Co.	23035
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Trisura Specialty Insurance Company	16188
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ferreira Construction Co, Inc. dba
Ferreira Construction Southern Division
13000 SE Flora Avenue
Hobe Sound, FL 33455

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			TB2631510814024	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			AS2631510814014	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P00100376214801	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA263D510814034	07/01/2024	07/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Excess Liability			123AEFFFCC012024	07/01/2024	07/01/2025	$10M Occ. / $20M Agg.	

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

Coverage: Contractors Professional & Pollution Liability
Carrier: Berkley Assurance Company (NAIC #39462)
Effective: 07/01/2024 to 07/01/2025
Policy #: PCAB50253110724
Limits: Contractors Professional = $10,000,000 Each Claim & Aggregate
(See Attached Descriptions)

CERTIFICATE HOLDER

St Lucie County Contractor Licensing
2300 Virginia Avenue
Fort Pierce, FL 34982

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

W. Michael Trapnell

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DESCRIPTIONS (Continued from Page 1)

Pollution = $10,000,000 Each Claim & Aggregate
Policy Aggregate Limit = $10,000,000

RE: Contractor License St. Lucie County is an Additional Insured on the above-referenced Commercial General Liability and Automobile Liability Policies if required by written contract. Excess Liability Policy follows form.

Public License Information

License Number:
23-00031940
Location ID:
999999997
Business Control:
0049068

Business Information

Business Name:
FERREIRA CONSTRUCTION SOUTHER DIVISION CO., INC.
Business Address:
LICENSE ADDRESS FT PIERCE FL 34950
Mailing Address:
13000 SE FLORA AVENUE HOBE SOUND FL 33455
Owner Name:

Date Opened:
05/21/2020
Business Phone:
(772) 286-5123
Contractor Flag:
Y
Type of Ownership:
CP
Status:
Active

Business Officers

No officers are listed for this business.

License Information

Classification:
ELEC - ELECTRICAL CONT. (CERTIFIED)
License Status, Date:
RENEWED, 09/11/2023
Application Issue Date:
09/02/2022, 09/07/2022

Public License Information

License Number:
23-00033425
Location ID:
999999997
Business Control:
0049068

Business Information

Business Name:
FERREIRA CONSTRUCTION SOUTHER DIVISION CO., INC.
Business Address:
LICENSE ADDRESS FT PIERCE FL 34950
Mailing Address:
13000 SE FLORA AVENUE HOBE SOUND FL 33455
Owner Name:

Date Opened:
05/21/2020
Business Phone:
(772) 286-5123
Contractor Flag:
Y
Type of Ownership:
CP
Status:
Active

Business Officers

No officers are listed for this business.

License Information

Classification:
GNCG - GENERAL CONTRACTOR (CERTIFIED)
License Status, Date:
RENEWED, 09/15/2023
Application Issue Date:
07/21/2022, 07/22/2022

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 23, 2024

FERREIRA CONSTRUCTION CO., INC.
31 TANNERY ROAD
BRANCHBURG, NEW JERSEY 08876

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
COMPUTERIZED TRAFFIC CONTROL, DRAINAGE, ELECTRICAL WORK, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES, INTELLIGENT TRANSPORTATION SYSTEMS, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, Concrete rehab(spall repairs), Curb & Gutter, Dredging, Driving steel sheet pile, Epoxy injection, Fender System, Joint & crack sealing, Pile driving, Pile jackets, Pipeline & cable installation, Retaining wall, Rip rap, Seawall.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

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

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

September 5, 2024

Therese Cucco
Ferreira Construction Company, Inc.
13000 SE Flora Avenue
Hobe Sound, FL 33455

Dear Therese,

Effective September 5, 2024, Ferreira Construction Company, Inc., is prequalified to bid on the Florida Department of Environmental Protection, Bureau of Design and Construction's projects that require state licenses. This prequalification expires on August 31, 2026.

If you have any questions regarding this prequalification please feel free to contact Laurinda Micheels by phone at (850) 245-2781 or via email at Laurinda.Micheels@FloridaDEP.gov.

Sincerely,

Ralph M Perkins

Digitally signed by Ralph M Perkins
Date: 2024.09.05 13:06:01 -04'00'

Ralph Perkins, FCCM
Program Administrator
Bureau of Design and Construction

Client#: 353923 FERRECONST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2024

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PRODUCER	CONTACT NAME: Breffni McEntee	
Conner Strong & Buckelew 32 Old Slip, Suite 3204 New York, NY 10005	PHONE (A/C, No, Ext): 646-891-4981	FAX (A/C, No): 646-843-3936
	E-MAIL ADDRESS: bmcentee@connerstrong.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Co.	23035
INSURED Ferreira Construction Co, Inc. dba Ferreira Construction Southern Division 13000 SE Flora Avenue Hobe Sound, FL 33455	INSURER B : AXIS Surplus Insurance Company	26620
	INSURER C : Trisura Specialty Insurance Company	16188
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TB2631510814024	07/01/2024	07/01/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AS2631510814014	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			P00100376214601	07/01/2024	07/01/2025	EACH OCCURRENCE	$3,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$3,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA263D510814034	07/01/2024	07/01/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Liability			123AEFFFCC012024	07/01/2024	07/01/2025	$10M Occ. / $20M Agg.	

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

RE:Evidence of Insurance for City Competency Card

City of Fort Pierce is an Additional Insured on the above-referenced Commercial General Liability Policy if required by written contract. A waiver of subrogation applies as required by written contract and permitted by law.

CERTIFICATE HOLDER	CANCELLATION
City of Fort Pierce 100 N US Hwy 1 Ft. Pierce, FL 34950	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 W. Michael Traynor

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FERREIRA

CORPORATE RESOLUTION

UNANIMOUS WRITTEN CONSENT OF THE PRESIDENT OF FERREIRA CONSTRUCTION CO., INC.
IN LIEU OF A MEETING

The undersigned, being the sole Director of FERREIRA CONSTRUCTION CO., INC. a New Jersey corporation (the "Corporation"), pursuant to the provisions of Section 14A:6-16, Corporations, General of the New Jersey Statutes, hereby consents in writing to the adoption of, and does hereby adopt, the following resolutions, to be effective as though adopted by the President of the Corporation at a meeting duly called and held:

LET IT BE RESOLVED that the following persons are officers of the Corporation, the same to serve at the pleasure of the Board:

President: Nelson Ferreira
Senior Vice President/ CFO: Jerry Killian
Senior Vice President: Dictinio Garcia
Senior Vice President: Nancy Vliet
Senior Vice President: Brian Delpome
Vice President of Stuart, Florida Operations: John Ciabattari
Vice President of Medley, Florida Operations: Danny Garcia
Vice President of Ferreira Coastal Operations: Brandon Pensick
Vice President of Electrical, Southern Division: Robert Higginbotham
Chief Operating Officer of Ferreira Northeast Coastal Operations: Al Marsocci
Secretary/Treasurer: Luis Pacheco

LET IT BE FURTHER RESOLVED, the officers of Ferreira Construction Co., Inc. have authority to sign all contracts and bind the corporation.

IN WITNESS WHEREOF, I have set my hand on this 13th day of June 2023

Nelson Ferreira, President/CEO Ferreira Construction Co., Inc.

THERESE CUCCO
NOTARY PUBLIC OF NEW JERSEY
Commission # 2408067
My Commission Expires 5/2/2028

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: GELENCIA CARTER, MANAGER, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: CONTRACT REVIEW – INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS, BID NO 2025-019 – FERREIRA CONSTRUCTION CO. INC.

CAO RLS#: 25-270

DATE: AUGUST 18, 2025

I have reviewed the above Request for Legal Services (RLS) related to Bid No. 2025-019 Unit Price Construction for Indian River Drive Corridor Improvements Contract between the City of Fort Pierce and Ferreira Construction Co. Inc. Please note the following comments:

1. Minor edits were made and can be seen in the redlined version of the Unit Construction Contract for tracking purposes.
2. The Contract reflects the Contractor's legal name per Sunbiz records.
3. Based on the G0100 contract from the Florida Department of Commerce (*formerly DEO*), this project is funded by ARPA funds consequently Article I has been amended to *add* a sixth exhibit, Exhibit F, to incorporate contract provisions required for projects funded by federal financial assistance (federal grant dollars).
4. Exhibit F has been drafted and clean version included with this Memo which can be a template for contracts involving projects funded by federal financial assistance.
5. A clean version of the Contract has been included with this Memo which can be a template for contracts involving projects funded by federal financial assistance.
6. The Contract and All Exhibits are approved as to form and correctness.
7. **Reminder:** The Department should place the Contract and all Exhibits on the next scheduled Commission Agenda for review and approval.

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

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

TO : Shyanne Harnage, Community & Economic Development Director

FROM : Richard D. Chess, MBA, City Manager RDC

RE : **Follow-up to 7.21.25 Meeting - Award Contract to Ferreira Construction Co., Inc. – Bid No. 2025-019**

DATE : July 22, 2025

At the City Commission meeting held on July 21, 2025, the Commission approved the award of RFP 2025-019 for the Indian River Drive Roadway Reconstruction project to the low bidder, Ferreira Construction Company, Inc. in an amount not to exceed $10,254,124.04

Please proceed accordingly.

RDC:jdr

c: Gelencia Carter, Purchasing Manager
Tracy Telle, Engineering Manager

City Commission Regular Meeting - 5:05 PM **Agenda Item # 11.E.**

Meeting Date: 07/21/2025

Re: Request Award of the Indian River Drive (Seaway Drive to Avenue A) Roadway Reconstruction Contract to Ferreira Construction Co., Inc. – Bid No. 2025-019

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:
Approval of Award of RFP 2025-019 for the Indian River Drive Roadway Reconstruction project to the low bidder, Ferreira Construction Company, Inc. in an amount not to exceed $10,254,124.04.

SUMMARY:
On August 30, 2022, Governor Ron DeSantis awarded the City of Fort Pierce a $2.7 million Florida Job Growth Grant, DEO Grant Agreement No. G0100, to assist with the funding of infrastructure improvements along Indian River Drive, Avenue B, and AE Backus Avenue.

The improvements to Indian River Drive include the replacement of the bridge over Moore's Creek, roadway reconstruction, on-street parking where right-of-way limits allow, landscaping, irrigation, sidewalks, curb & gutter, drainage upgrades, rerouting of electric, and upgrades to the existing water and sanitary sewer infrastructure. The bids received ranged in price from $13,544,607 to $20,678,287.

Staff entered into negotiations with the engineer of record and the low bidder in order to explore value engineering opportunities as a way of providing cost-saving options for the project, as a result the original low bid of $13,544,607 was reduced to $10,254,124.

The following design elements were eliminated or proposed for future construction as result of the cost savings:
1) Seawall and bridge modifications including reduction of approach slabs.
2) Eliminated brick sidewalk banding and reduced western sidewalk width.
3) Landscape modifications.
4) Permeable parking modifications.
5) Pavement design changes.
6) AE Backus improvements.

RECOMMENDATION:
Staff recommends award of the modified bid in the amount of $10,254,124.04 to the low bidder, Ferreira Construction Company, Inc.

ALTERNATIVES:
Deny and rebid.

RESPONSIBLE STAFF:
Tracy Telle, Engineering Manager

COORDINATED WITH:
City Manager, FPRA, Purchasing, FPUA

Fiscal Impact

OTHER INFORMATION:

Proposed project funding sources include:
1. $1,000,000 - DEO Grant Reimbursement
2. $1,346,550.88 – FPUA W-WW & DEO Grant Reimbursement
3. $130,900.00 – FPUA Electric and DEO Grant Reimbursement
4. $2,776,673.16 – FPRA Funding
5. $3,000,000.00 - Surtax Funding
6. $2,000,000.00 – Road Impact Fees

Note: Additional funding will be needed for plan design modifications, geotechnical testing during construction, and CEI services.

Attachments

Bid Tabulation Memo
Ferreira Bid Revision
Ferreira Bid Extension
Purchasing Concurrence
Ferreira Original Bid
IRD Bid Plans

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	07/15/2025 12:47 PM
Finance Department	Johnna Morris	07/15/2025 04:33 PM
City Manager	Richard Chess	07/15/2025 05:04 PM
Form Started By: Awilda Colon		Started On: 07/09/2025 02:27 PM
Final Approval Date: 07/15/2025		

City Commission Day Meeting 9:00 AM **10. A.**

Meeting Date: 09/08/2025

Re: King's Landing Villas - Amendment to Assigned and Assumed Development Agreement and Release of Reverter

Submitted For: City Clerk, Deputy City Clerk, City Clerk

SUBJECT:

Resolution 25-R51 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

SUMMARY:

The City and the FPRA entered into an Agreement for Development of King's Landing with Audubon Development, Inc. (“Audubon”) on December 2, 2019 ("Original Agreement for Development"). The Agreement was amended by a First Amendment to Agreement for Development of King's Landing, dated February 3, 2020. On February 8, 2022, the Parties entered into an Amended and Restated Agreement for Development of King's Landing ("Amended and Restated Agreement") which superseded the Original Agreement for Development. The Amended and Restated Agreement was amended through a First Amendment to the Amended and Restated Agreement, dated November 21, 2022 (the "First Amendment"), a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024 (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement").

On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King’s Landing Project along A.E. Backus Avenue to be developed as residential villas (the “Villas Plat Property”) from Audubon to Kings Landing Ft Pierce, LLC (the “Villas Plat Owner”).

Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner.

The Amended and Restated Agreement contains a Reverter to the City and the FPRA (the “Reverter”) that requires the release of the Reverter upon certain performance measures being met. The Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the Reverter, which would impact the Villas Plat Owner’s ability to obtain necessary financing. The Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property and a construction loan, which is dependent upon the release of the Reverter within ninety (90) days of closing of the construction loan.

The Villas Plat Owner has requested a release of the Reverter as it relates to the Villas Plat Property, which could not be accomplished without an amendment to the Amended and Restated Agreement. The Amendment to Assigned and Assumed Agreement for Development of King’s Landing (Villas Plat) (the “Amendment”) reflects the amendments to terms for the Villas Plat Property only, to include the requirements for the reverter, the construction loan, future assignments and sales, and reporting.

The Resolution authorizes the execution of the Amendment and the Release of Reverter by the City as to the Villas Plat Property, only.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney
Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:

Richard Chess, City Manager
Villas Plat Property Owner and Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Resolution No. 25-R51

Amendment to Assigned and Assumed Amended and Restated Agreement - King's Landing Villas (Exhibit A to Resolution)

Release of Reverter (Exhibit B to Resolution)

Performance Bond (Exhibit B to Amendment to Assigned and Assumed Agreement)

Construction Loan (Exhibit D to Amendment to Assigned and Assumed Agreement)

Form Review

Form Started By: Linda Cox
Started On: 08/26/2025 07:56 PM
Final Approval Date: 08/27/2025

RESOLUTION NO. 25-R51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVING AN AMENDMENT TO THE ASSIGNED AND ASSUMED DEVELOPMENT AGREEMENT FOR THE VILLAS PLAT PROPERTY OF KING'S LANDING AND RELEASE OF THE CITY'S REVERTER ON THE VILLAS PLAT PROPERTY ONLY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce (the "City"), the Fort Pierce Redevelopment Agency (the "FPRA"), and Audubon Development, Inc. ("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, the FPRA, 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 which superseded the Original Agreement for Development; and

WHEREAS, Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, on January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner"); and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHEREAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA (the "Reverter"); and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond

for the site work for the Villas Plat Property; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the vertical construction of the villas units on the Villas Plat Property; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan that is dependent upon the release of the Reverter within ninety (90) days of closing of the construction loan; and

WHEREAS, the Villas Plat Owner has requested a release of the Reverter as it relates to the Villas Plat Property, which could not be accomplished without an amendment to the Amended and Restated Agreement; and

WHEREAS, the City and the Villas Plat Owner desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties, and obligations and to modify certain rights and obligations as to the Villas Plat Property only; and

WHEREAS, the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amendment"), attached hereto as Exhibit A and fully incorporated herein by reference, reflects the amendments; and

WHEREAS, the Release of Reverter is attached hereto as Exhibit B and fully incorporated herein by reference; and

WHEREAS, the City desires to enter into the Amendment and to release the City's Reverter as it relates to the Villas Plat Property only.

NOW, THEREFORE, BE IT RESOLVED by the City Commission 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 City Commission of the City of Fort Pierce, Florida, approves and authorizes the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat), attached hereto as Exhibit A and fully incorporated herein by reference.

SECTION 3. The City Commission of the City of Fort Pierce, Florida approves and authorizes the release of the Release of Reverter as to the Villas Plat Property only, attached hereto as Exhibit B and fully incorporated herein by reference.

SECTION 4. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the Amendment and the Release of Reverter.

SECTION 5. 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 6. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM

AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

AMENDMENT TO
***ASSIGNED AND ASSUMED* AGREEMENT**
FOR DEVELOPMENT OF KING'S LANDING (VILLAS PLAT)

THIS AMENDMENT TO THE ASSIGNED AND ASSUMED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (Villas Plat) ("Amendment") is made and entered into as of this ____ day of _____2025, by and between the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City "), 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"); and KINGS LANDING FT PIERCE, LLC a Florida Limited Liability Company (hereafter referred to as "Villas Plat Owner"), whose mailing address is 3670 Macguire Blvd. #220, Orlando, FL 32803.

W I T N E S S E T H:

WHEREAS, the City and Audubon Development, Inc. 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 which superseded the Original Agreement for Development; and

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon and the City entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment")(the entire agreement as amended by the First Amendment and Second Amendment is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, all capitalized terms used in this Amendment which are not otherwise defined herein shall have the meaning assigned in the Amended and Restated Agreement; and

WHEREAS, on January 6, 2025, the City passed Resolution No.25-R05, approving the sale of a portion of the Project which is legally described as set forth on Exhibit A hereto (the "Villas Plat Property") from Audubon to the Villas Plat Owner; and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHERAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City; and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the City's Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the City's Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property, attached as Exhibit B; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the vertical construction of all villas on the Villas Plat Property, attached as Exhibit C; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan, attached hereto as Exhibit D, that is dependent upon the City's release of the Reverter within ninety (90) days of the June 12, 2025 closing of the construction loan; and

WHEREAS, the parties desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties and obligations and to modify certain rights and obligations as to the Villas Plat Property only.

NOW THEREFORE, for good and valuable consideration, the undersigned parties to this Amendment do hereby amend the assigned and assumed 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 the Villas Plat Owner, the City of Fort Pierce City Commission, and the FPRA Board, whichever is later.

3. **Applicability.** The amendments stated herein are as to the Villas Plat Property only and shall not be construed as affecting or implementing the remaining property encumbered by the Amended and Restated Agreement and applicable amendments thereto.

4. **Reverter.** Section 10(b) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

> The construction loan for the Phase 1 Villas Plat Property will be secured by a mortgage on the entire Villas Plat Property. 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 Villas Plat Property, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the site work and vertical construction, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Villas Plat Property, from the encumbrance of the Reverter, which instrument will be recorded in the public record so that the construction lender will acquire a construction mortgage encumbering all of the Villas Plat Property securing the Construction Loan free and clear of the City's Reverter.

5. **Performance Bond.** Section 10(d) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

> The Villas Plat Owner shall obtain a performance bond for the construction of the site work for the Villas Plat Property that equals or exceeds the estimated cost of such construction prior to the issuance of any permits for site work. The Villas Plat Owner shall obtain a performance bond for the vertical construction of all villas on the Villas Plat Property that equals or exceeds the estimated cost of such construction prior to the issuance of any permits for any vertical construction. If any permit is extended beyond one (1) year from the date of issuance, whether by local or statutory authority, without the commencement of construction, all performance bonds shall be reviewed for updates to the estimated cost of the applicable construction, the estimated cost of which shall be reasonably agreed to by the City and the Villas Plat Owner. The performance bond shall be adjusted by the Villas Plat Owner for any increased estimated cost of construction for each performance bond. The bonds shall be in substantially the form attached hereto as **Exhibit "G"**, unless the Villas Plat Owner 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 project.

6. **Partial Release of Reverter**. Through this Amendment, the Parties agree Section 10(b) and Section 10(d), both as amended above, of the Amended and Restated Agreement has been satisfied with respect to the Villas Plat Property. Therefore,

the City and FPRA desire to release their reversion interest in the Villas Plat Property only, pursuant to the Release of Reverter, attached hereto as Exhibit D and fully incorporated herein by reference. The Parties agree this release shall be binding upon the City and the FPRA and their successors and assigns and shall inure to the benefit of the Villas Plat Owner and its successors and assigns.

7. **Reporting Requirements.** Notwithstanding any provision in the Second Amendment to the contrary, the Villas Plat Owner shall provide quarterly Written Progress Updates to the City commencing September 1, 2025, and every three (3) months thereafter, on the first (1st) of each required month, and FPRA and shall make Progress Update Presentations before the City only if requested by the City or FPRA. This obligation of the Villas Plat Owner shall terminate upon the sale of the last lot (with a home) within the Villas Plat Property to an end-user.

8. **Individual Lot/Unit Sales.** Notwithstanding any provision in the Amended and Restated Agreement to the contrary, the requirement for prior notice to and approval by the City of any sale, conveyance, or transfer of all or any portion of the Property shall not apply to the sale, conveyance, or transfer of individual residential lots or dwelling units that are part of a duly recorded residential subdivision plat or condominium for the Villas Plat Property, where such lots or units are intended for sale to end users in the ordinary course of development and marketing of the residential community. Such transfers shall be deemed exempt from the notice and approval requirements set forth in Section 12 of the Amended and Restated Agreement. In addition, upon the sale of a platted lot within the Villas Plat Property with a home to an end-user and upon a Certificate of Occupancy being issued, the Amended and Restated Agreement shall automatically terminate with respect to such lot and the Villas Plat Owner shall be entitled to record an affidavit, with the Certificate of Occupancy attached, in the public records confirming that the transfer of the lot was with an end-user with a home and any title company insuring title to such lot may rely upon such affidavit for purposes of deleting the Amended and Restated Agreement from title. Should a unilateral affidavit not be accepted by the title company, the City Commission and FPRA Board authorize the City Manager and FPRA Director and the City Attorney and the Agency Attorney, respectively, to review, approve, and execute an affidavit for purposes of deleting the Amended and Restated Agreement from the title, so long as the Certificate of Occupancy is attached and all requirements herein have been met.

9. **Future Assignment/Transfer Prior to Completion.** Section 12 of the Amended and Restated Agreement is amended to require any future assignment or transfer of the Villas Plat Property through a sale, ground lease, or joint venture agreement prior to completion of the entire Project shall require at least thirty (30) days' written notice to the City with sufficient information for the City to review and approve, in its reasonable discretion, consistent with the requirements and diligence of its original award under RFQ No. 2019-003.

10. **Notice.** Any notices to be given with respect to Live Oak Holdings Group as to this Agreement or the Amended and Restated Agreement shall be in the same manner as provided in Paragraph 20 of the Amended and Restated Agreement to:

    To Villas Plat Owner:

    INB Homes
    3670 Maguire Blvd., Suite 220
    Orlando, Florida 32830
    Attn: Rainer Richter, Executive Vice President
    E-mail: R.Richter@inbhomes.com

    With a copy to:

    GODBOLD, DOWNING, BILL & RENTZ, P.A.
    222 W. Comstock Ave., Suite 101
    Winter Park, FL 32789
    Attention: Travis Rentz
    Email: trentz@gdb-law.com

11. **No Further Amendment of Amended and Restated Agreement.** Except as explicitly and specifically amended by this Amendment, the Amended and Restated Agreement shall remain in full force and effect and binding upon the Villas Plat Owner.

12. **Counterparts; Electronic Signatures.** 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.

    [Remainder of page intentionally left blank – signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

WITNESSES:

By: _____
Print Name: _____
Address: _____

By: _____
Print Name:_____
Address: _____

"Villas Plat Owner"

KINGS LANDING FT PIERCE, LLC, a Florida limited liability company

By:_____
Print Name:_____
Title: _____

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by_____ as _____ for KINGS LANDING FT PIERCE, LLC, a Florida limited liability company. Said person did 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

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did 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

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did 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 A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

_____ [Space Above This Line For Recording Data] _____

RELEASE OF REVERTER
TO ASSIGNED AND ASSUMED AMENDED AND RESTATED
AGREEMENT FOR DEVELOPMENT OF KING'S LANDING
VILLAS PLAT PROPERTY

Date: August 12, 2025

Parties:

"**City of Fort Pierce**" is the City of Fort Pierce, a Florida municipal corporation, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

"**FPRA**" is Fort Pierce Redevelopment Agency, a community redevelopment agency establish pursuant to Florida Statutes Chapter 163, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

BACKGROUND

A. The City of Fort Pierce (the "City"), the Fort Pierce Redevelopment Agency (the "FPRA"), and Audubon Development, Inc. ("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").

B. The City, the FPRA, 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 which superseded the Original Agreement for Development.

C. Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment").

D. Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

E. On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner").

F. Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner.

G. The Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA (the "Reverter").

H. The Amended and Restated Agreement required the release of the Reverter upon certain performance measures being met.

I. The Amended and Restated Agreement was amended through an Amendment to the Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amended Assigned and Assumed Agreement (Villas Plat)"), which *inter alia* amended the performance bond and construction loan requirements for the Villas Plat Property, as described in the legal description attached hereto at Exhibit A and incorporated herein by reference, to allow the release of the Reverter as it relates to the Villas Plat Property only.

J. The City approved Resolution No. 25-R51 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

K. The FPRA approved Resolution No. 25-12 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

NOW THEREFORE, for the premises above stated and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. The City hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

2. The FPRA hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

3. Except as set forth above, the Amended and Restated Agreement and the Amended Assigned and Assumed Agreement (Villas Plat) are hereby reaffirmed in all respects and remains in full force and effect.

4. This instrument may be executed in counterparts, each of which when taken together with constitute one and the same instrument.

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: _____
Print Name:_____
Address: _____

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did 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

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did 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 A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

SURETY BOND PROFESSIONALS INC.
YOUR BOND PARTNER

PERFORMANCE AND/OR PAYMENT BONDS ATTACHED

Attached, please find the Performance and/or Payment Bonds that you've requested. Please review these for accuracy and be certain to sign, seal, and witness as appropriate.

PLEASE NOTE that in some instances you will have to fill in the date on the bond and on the power of attorney. This is left blank intentionally as in certain cases the owner/obligee may want to fill such in themselves.

We greatly value the relationship we have established so if we can lend our support or assistance at any point in the future, do not hesitate to contact us.

If you know anyone who might benefit from our bonding services, please let us know or provide them with our contact information.

Thank you!

1661 WORCESTER ROAD, SUITE 207, FRAMINGHAM, MA 01701
PHONE: 781-559-0568 | FAX: 781-559-0569 | SURETYBONDPROFESSIONALS.COM

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Dual Obligee Rider

This Rider is to be attached to and forms a part of Bonds Number GSA01800147
(hereinafter individually referred to as "Performance Bond" or Payment Bond and collectively referred to as "Bonds")
issued by, The Gray Casualty & Surety Company, as Surety, on the 28 day of March ,2025

WHEREAS, the Principal and the Surety executed and delivered to said Primary Obligee the Bonds in connection with the contract; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety to executed and deliver this Rider.

NOW, THEREFORE, the undersigned hereby agree and stipulate that **City of Fort Pierce** shall be added to the Bond as a named Obligee
(hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

1. The Surety Shall not be liable under the Bonds to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.
2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. All the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.
3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Obligees), and persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment bond; the Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed and sealed this 28 day of March, 2025.

Principal: INB Homes
By: _____
Print: RAINER RICHTER

Surety: The Gray Casualty & Surety Company
By: _____
Print: Mark D. Leskanic, Attorney-in-Fact

Primary Obligee: Kings Landing Ft. Pierce, LLC
By: _____
Print: RAINER RICHTER

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA01800147 **Principal:** INB Homes

Project: 22-310 - Villas at Kings Landing - Site Work

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Natick, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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 signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Bond Number: GSA01800147

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
INB Homes
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

SURETY:
(Name, legal status and principal place of business)
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009 - 6202

OWNER:
(Name, legal status and address)
Kings Landing Ft. Pierce, LLC
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

CONSTRUCTION CONTRACT
Date: , 2025

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Description:
(Name and location)
22-310 - Villas at Kings Landing - Site Work

BOND
Date: March 28th , 2025
(Not earlier than Construction Contract Date)

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Modifications to this Bond: ☐ None ☑ See Section 16

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
INB Homes
Signature:
Name and Title: Rainer Richter EVP

SURETY
Company: *(Corporate Seal)*
The Gray Casualty & Surety Company
Signature:
Name and Title: Mark D. Leskanic, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
Surety Bond Professionals, Inc.
1661 Worcester Road, Suite 207
Framingham, MA 01701

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.

§ 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 herefrom 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.

§ 16 Modifications to this bond are as follows:

Dual Obligee Rider

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Docusign Envelope ID: B975F502-852F-4F95-9776-4302F86A8EE0

THIS IS A COPY
This is a copy view of the Authoritative Copy held by the designated custodian

Loan No.: G25018254

CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT (this "**Agreement**") is entered into as of 6/12/2025 (the "**Closing Date**") by KINGS LANDING FT PIERCE LLC, a Florida limited liability company ("**Borrower**"), and GENESIS CAPITAL, LLC, a Delaware limited liability company ("**Lender**").

R E C I T A L S

A. Borrower has requested that Lender make a loan to it in the aggregate principal amount of up to $6,417,600.00 (the "Loan").

B. Lender is willing to make the Loan to Borrower subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, Lender and Borrower hereby agree as follows.

1. CERTAIN DEFINITIONS. Capitalized terms not otherwise defined in the body of this Agreement shall have the meanings set forth in the definitions exhibit attached hereto as Exhibit A.

2. LOAN; GENERAL.

2.1 Loan. Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower and Borrower agrees to borrow the principal sum of $6,417,600.00 said sum to be evidenced by the Note and which shall be repaid in accordance with the terms of the Note and the other Loan Documents. The Loan is not a revolving credit line, and no payments or credits shall increase the maximum amount of advances available from the Loan.

2.2 Purpose. Amounts disbursed to or on behalf of Borrower pursuant to the Note shall be used for the construction of the Property and the Project and for such other purposes and uses as may be permitted under this Agreement and the other Loan Documents.

2.3 Grant of Security Interest in Property. The Note shall be secured, in part, by the Security Instrument encumbering certain real property and improvements as described therein.

2.4 Advances.

(a) **Initial Advance**. Subject to the provisions of this Agreement, upon written request by Borrower, pursuant to Section 3.1 below, Lender shall make the Initial Advance to Borrower on the Closing Date.

(b) **Construction Advances**. Subject to the provisions of this Agreement, upon written request by Borrower, Lender shall make a Construction Advance to Borrower, from time to time, within two (2) Business Days after all

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conditions precedent to making a Construction Advance (including those set forth in Sections 3.1 and 3.2 below), have been met.

(c) **Limitations**.

(i) Notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of all Advances at any one time outstanding (with the exception of any Protective Advances (as hereinafter defined)) shall not exceed the amount of the Loan, and in no event shall the total Committed Loan Funds, as of such date of determination, exceed the maximum amount of the Loan.

(ii) Unless otherwise permitted by Lender, Advances shall be made (if at all) not more frequently than one (1) time in any calendar week and in a manner consistent with this Agreement and the Loan Budget.

(iii) In no event shall Lender be obligated to make Advances in excess of the percentage of construction completed as certified by Lender's inspector. The maximum amount of advances which Borrower may request for the Project or for any component or phase thereof shall be as set forth in the Loan Budget.

(iv) If required by Lender in its sole and absolute discretion, all Advances shall be made into an account of Borrower that is subject to the Deposit Account Control Agreement.

(v) Lender shall not be obligated to disburse Loan proceeds for the payment of any cost if the amount of such cost, together with the amounts of other costs included within the same "line-item" in the Loan Budget for which requests for advances have previously been submitted and approved, exceeds the amount set forth in the Loan Budget for such line-item, unless Borrower furnishes to Lender documentary evidence satisfactory to Lender that any such excess cost is offset by a reduction, in nature satisfactory to Lender, of at least an equal amount in another line-item in the Loan Budget, and Lender approves a revision to the Loan Budget.

2.5 Loan Fees and Expenses. A non-refundable loan fee of 1.00% of the maximum principal amount of the Note as of the date hereof shall be earned by Lender upon execution of the Loan Documents and shall be due and payable by Borrower on the date hereof. In addition, Borrower shall pay to Lender, on the date hereof, those certain amounts referenced in the settlement statement approved by Lender in connection with the closing of the Loan.

2.5.1 Multiple Units. If the Property consists of more than one (1) Units (as such term is defined in the attached Exhibit E), the provisions of Exhibit E shall apply to this Agreement.

3. ADVANCES.

3.1 Closing Conditions; Advances. Lender's obligation to make any Advances (including the Initial Advance, if any) or take any other action under the Loan Documents shall be

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subject at all times to satisfaction of each and every one of the following conditions precedent in Lender's discretion:

(a) Receipt and approval by Lender of an executed original of this Agreement, each of the Loan Documents, and any and all other documents, instruments, policies and forms of evidence or other materials which are required pursuant to this Agreement or any of the other Loan Documents or as otherwise required by Lender, each in form and content acceptable to Lender;

(b) There shall exist no Default or Event of Default under this Agreement or any of the Loan Documents;

(c) The Security Instrument is a valid lien upon the Property and is prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing (and, for the avoidance of doubt, the only liens or encumbrances affecting the Property are the Permitted Encumbrances);

(d) No Balancing Event (as defined below) shall then exist;

(e) Lender shall have received and approved a final Loan Budget;

(f) Lender shall have received and approved the following: (i) a written appraisal prepared in conformance with the requirements of FIRREA, as well as any other applicable rules or regulations from any and all applicable governmental authorities (subject to review and adjustment by Lender consistent with Lender's standard practices); (ii) evidence of the insurance coverage required under this Agreement; (iii) if requested by Lender, a soils and geology report for the Property; (iv) a Site Assessment with respect to the Property; (v) two (2) sets of the Plans and Specifications, certified as complete by the architect, together with evidence of all necessary or appropriate approvals of governmental agencies or private parties; (vi) copies of all agreements which are material to Completion of the Project, and, at Lender's option, an assignment of each and a Design Professional Consent from any applicable parties; (vii) copy of the General Contractor Agreement executed by Borrower in connection therewith with a Lender-approved General Contractor and, if required by Lender, a General Contractor Consent from such party (viii) copies of all Project Permits; (ix) copies of any initial study, negative declaration, mitigated negative declaration, environmental impact report, notice of determination or notice of exemption prepared, adopted, certified or filed by or with any governmental agency in connection with the Property and Project; (x) copies of all Lender-approved Trade Contracts then in effect for the Project and, if required by Lender, an executed Trade Contractor Consent for each Trade Contractor who is to receive proceeds of any Construction Advance; (xi) a list of all Project Documents in effect for the Project as of the date of such request for Advance and copies of all such Project Documents (including any new Project Documents and any Change Orders to any Project Documents, in each case, executed after the Closing Date or the date of the last Advance Request, as the case may be), and Lender shall have approved of any Change Order (to the extent Lender's approval is required hereunder) with respect to a Project Document for which Borrower is requesting a payment; and (xii) if requested by Lender, any seismic reports on the Property;

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(g) Borrower shall have presented evidence satisfactory to Lender that it has contributed equity in the Property and Project in the amount in the Loan Budget;

(h) Borrower shall have (i) provided any costing review documents requested or required by Lender, which costing review documents shall be subject to the review and approval of Lender's consultant and engineering team, (ii) paid a costing review fee in the amount required by Lender, and (iii) to the extent required by Lender based on the results of the costing review, funded any additional equity in the amount reasonably required by Lender;

(i) The representations and warranties contained in this Agreement shall be true and correct as of the Closing Date and as of the date of each Advance or any other amounts pursuant to the Loan Documents;

(j) If required by Lender, Lender shall have received evidence that each of Borrower and Guarantor is in good standing (and if applicable, duly qualified as a foreign entity) in the state in which such entities are organized as of the date hereof and the states where such entities conduct business;

(k) Lender shall have received a commitment by a title company to issue the Title Policy (together with copies of all exceptions) in form and substance acceptable to Lender;

(l) If required by Lender, Lender shall have received legal opinions issued by counsel for Borrower and each other Borrower Party, as required by Lender;

(m) If required by Lender, Lender shall have received current Uniform Commercial Code searches for Borrower and each other Borrower Party, and, if required by Lender, the immediately preceding owner of the Property;

(n) If required by Lender, Lender shall have received evidence of insurance as required by this Agreement;

(o) No condemnation or adverse zoning or usage change proceeding shall have occurred or shall have been threatened against the Property; the Property shall not have suffered any significant damage by fire or other casualty which has not been repaired; no law, regulation, ordinance, moratorium, injunctive proceeding, restriction, litigation, action, citation or similar proceeding or matter shall have been enacted, adopted, or threatened by any governmental authority, which would have a Material Adverse Effect;

(p) Borrower shall have paid or reimbursed all of Lender's outstanding fees and expenses (including the out-of-pocket fees and expenses of Lender's construction consultant(s), if any, and all other out-of-pocket fees, costs and expenses of Lender (including any draw fees and any fees and expenses of outside legal counsel) relating to the Loan, to the extent then due and payable, as well as all fees and commissions payable to real estate brokers, mortgage brokers, or any other brokers or agents in connection with the Loan or the acquisition of the

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Property, evidence of such payment to be accompanied by any waivers or indemnifications deemed necessary by Lender;

(q) The Property shall comply in all material respects with all Legal Requirements;

(r) Such other documents or items as Lender or its counsel may require in their sole and absolute discretion (including credit and litigation information on Borrower and each other Borrower Party); and

(s) Lender shall have received and approved organizational documents, resolutions, certificates and consents with respect to Borrower (and the partners, members, managers or joint venturers of Borrower (if any)), all Guarantors (and the partners, members, managers or joint venturers of all such Guarantors (if any)), and such other related entities as Lender may require.

3.2 Request for Construction Advance; Additional Conditions. With respect to each Advance Request for a Construction Advance, each of the following conditions must be met prior to any such Advance being funded:

(a) Borrower shall (i) have obtained from the title company that issued the Title Policy (to the extent available in the applicable jurisdiction), a continuation of title endorsement (and if such endorsement is not available, such other evidence as may be required by Lender, including an updated title report) showing title to the Property vested in Borrower, with no subordinate items and with no exceptions to title of such Property other than Permitted Encumbrances (with affirmative insurance that no Taxes are delinquent, no mechanic's or supplier's liens have attached (or if inchoate mechanic's or supplier's liens have, that they are subordinate to the lien of the Security Instruments encumbering the Property), and, if available and applicable, that neither public nor private conditions, covenants or restrictions, if any, affecting the Property have been violated); (ii) if required by Lender, in its sole discretion, a title update endorsement issued concurrently with each Advance; and (iii) any other endorsements Lender may reasonably require in connection with such Advance; in each such case as required by Lender and at Borrower's sole cost and expense;

(b) Lender shall have received a certificate of Borrower with respect to any construction work constituting the applicable Project Expenditures to be funded by such Advance (a) certifying that whatever portion of such work has been completed to date has been completed in a good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications therefor, (b) including (with the Advance Request) a copy of any license, permit or other approval by any Governmental Authority required to commence the applicable Project Expenditures for which such Advance is sought, (c) including copies of all bills, invoices, receipts and other documentation requested by Lender to be reimbursed or paid by such Advance, (d) identifying each Person that supplied materials or labor in connection with the Project Expenditures to be funded by the requested Advance, (e) certifying that each such Person has been paid in full or will be paid in full in respect of such work promptly after receipt of such Advance, (f) accompanied by conditional lien waivers or other evidence of lien release upon payment satisfactory to Lender, (g) stating that all

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prior Advances (if any) have been spent on the expenses for which such Advances were made, (h) including a reconciliation by Borrower of the progress and cost of the completion of the Project through the date of such Advance Request with the Project Schedule and the Loan Budget, together with a projection of such progress and cost through to Completion, (i) including an anticipated cost report in a form reasonably acceptable to Lender, which indicates the costs anticipated to Complete the Project, after giving effect to costs, if any, incurred during the previous month (or the date of the last preceding Advance Request, as the case may be) (including a description of any reasonably projected cost overruns), (j) including a list of reasonably anticipated Change Orders to the Project Documents that may be made within the ensuing sixty (60) days after such Advance Request (regardless as to whether Lender's approval is required for any such Change Order), and (k) certifying that no Balancing Event then exists;

(c) Lender shall have received evidence satisfactory to it that Borrower has paid (or will pay concurrently with the funding of such Advance), from its own funds, the actual cost of the applicable Project Expenditure(s) less the amount to be advanced by Lender hereunder for such Project Expenditure(s) (it being agreed that if required by Lender, such amount shall be paid to Lender, and Lender shall pay the applicable invoice from such funds and such Advance);

(d) Lender shall have determined that the applicable work with respect to which the Advance has been requested has been completed in good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications;

(e) Lender shall have determined that the amount of unfunded Advances available to Borrower hereunder for the payment of all of the work comprising the Project that have not been completed, based on the applicable Committed Loan Funds as compared to all Advances that have been made prior to such date of determination for the Project, is not less than the amount actually necessary (as determined by Lender) to pay for the cost of all such work comprising the Project that has not been completed through the completion thereof (the failure of the foregoing to be true, a "**Balancing Event**") (or Borrower shall have delivered immediately available funds to Lender in the amount of such difference, which funds shall be held in a Reserve Account and disbursed to Borrower for the payment of Project Expenditures prior to the making of any further Advances for the payment of such Project Expenditures);

(f) Each requested Advance may be reduced by the Retainage applicable to such costs, and the amount of all such Retainage shall be advanced to Borrower only upon the Completion of the Project; provided, however, at Lender's sole option, Lender may withhold from the final disbursement of Loan proceeds the entire amount of the Retainage in lieu of reducing each individual Advance by the amount of the Retainage;

(g) The portion of the Loan Budget shown as being allocated as a contingency reserve ("Contingency Reserve"), and any increases in the Contingency Reserve pursuant hereto, shall be reallocated to such other line items in the Loan Budget as Borrower shall, from time to time, request in writing and Lender shall approve in its sole and absolute discretion. After any such

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reallocation, the portion of the Contingency Reserve that has been reallocated will be disbursed in accordance with the provisions governing the disbursement of Loan proceeds (including the conditions and restrictions set forth in this Section 3). If the actual cost or a revised guaranteed cost of a line item is less than the maximum amount of the Loan Budget allocated to any such line item, then any such excess amounts may be reallocated to the Contingency Reserve from time to time upon Borrower's written request and Lender's approval in its sole and absolute discretion. The reallocation, depletion, refusal of Lender to increase, reallocate or deplete the Contingency Reserve shall not release Borrower from any of Borrower's obligations under the Loan Documents;

(h) No Advances shall be made for Stored Materials unless (A) Lender shall have reasonably determined that the Stored Materials Conditions have been satisfied with respect to such Stored Materials (and that they remain satisfied with respect to any subsequent Advance for Stored Materials) and (B) Lender otherwise approves of such Advance, which approval Lender may grant or withhold in its sole discretion;

(i) At Lender's option, Lender shall have approved of "subguard" insurance policies with respect to each Trade Contract, to the extent a copy of such Trade Contract is requested by Lender, with respect to which such Advance is requested, and the same shall then be in full force and effect;

(j) Lender has determined that the Project is progressing in material compliance with the Project Schedule;

(k) All Advance Requests shall clearly identify any amounts requested for payment to an Affiliate. Unless expressly set forth in the then effective Loan Budget or this Agreement, no developer's, management, consulting or brokerage fee or commission, developer profit or other payment to any Affiliate shall be paid directly or indirectly from any proceeds of the Loan without Lender's prior written approval; and

(l) For each Subsequent Advance, Borrower shall pay a draw fee of $100.00 per Advance and Lender shall order inspections with photographs of the Property. The draw fee for each Subsequent Advance shall be added to the payoff amount of the Loan.

Each Advance Request delivered by Borrower to Lender, whether to request an Initial Advance or any Subsequent Advance, shall be deemed to be a representation and warranty that (i) the information contained in the Advance Request is true and correct in all material respects, (ii) no Default or Event of Default has occurred or is continuing under any of the Loan Documents and (iii) all representations and warranties under this Agreement and the other Loan Documents are true, correct and complete and not misleading in any respect on the date of such Advance Request, as if such representations and warranties were made on such date.

3.3 Full Repayment and Reconveyance, Satisfaction or Release. Upon receipt of all sums owing and outstanding under the Note and the Loan Documents, and the full performance of all other obligations secured by the Security Instrument, Lender shall reconvey, satisfy or release the Property from the lien of the Security Instrument and terminate any assignment of leases and rents or UCC-financing statements related to the Collateral; provided,

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however, that all of the following conditions shall be satisfied at the time of, and with respect to, such reconveyance, satisfaction or release: (a) Lender shall have received all escrow, closing and recording costs, the costs of preparing and delivering such reconveyance, satisfaction or release, the payment of any and all sums then due and payable under the Loan Documents, and the full payment and performance of all other obligations secured by the Security Instrument, including those set forth in the Note and the Security Instrument; and (b) Lender shall have received a written release satisfactory to Lender of any set aside letter, letter of credit or other form of undertaking which Lender has issued to any surety, governmental agency or any other party in connection with the Loan or the Property. Lender's obligation to make further disbursements under the Loan shall terminate as to any portion of the Loan undisbursed as of the date of issuance of such reconveyance, satisfaction or release, and any commitment of Lender to lend any undisbursed portion of the Loan shall be cancelled. For avoidance of doubt, the Property may not be sold by Borrower unless it is released (and the required payment is made) pursuant to this Section prior to or concurrently with such sale.

3.4 Balancing Event. At any time Lender shall have determined that a Balancing Event exists, Borrower shall deliver to Lender, within five (5) Business Days after Lender's written demand therefor, immediately available funds in the amount necessary to cause such Balancing Event to no longer exist. Such amounts will be held in a deposit account established by Lender from time to time (the "Project Expenditure Reserve Account"). So long as no Event of Default then exists, the funds in the Project Expenditure Reserve Account shall be disbursed by Lender at Borrower's request in connection with the making of a Construction Advance for Project Expenditures pursuant to this Section 3 in the same manner subject to all terms and conditions applicable thereto, and notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, after the occurrence and during the continuance of a Balancing Event, all funds in the Project Expenditure Reserve Account (if any) shall be fully disbursed to Borrower prior to the making of any further Construction Advances for Project Expenditures.

3.5 Interest Reserve. To the extent Lender requires a reserve for payments of interest accrued on the outstanding principal balance of the Loan (whether included in the Loan Budget or otherwise), then (a) amounts from such interest reserve shall be disbursed as determined by Lender and subject to any applicable disbursement conditions in this Agreement; (b) if any time the interest reserve is insufficient or unavailable to pay all accrued interest, Borrower agrees to pay all accrued interest when due and payable; and (c) depletion of such interest reserve shall not release Borrower from any of Borrower's obligations to pay interest accruing under the Note. Borrower hereby irrevocably authorizes Lender to make any interest payment on Borrower's behalf by debiting the interest reserve in the amount of the payment and applying the debited amount to accrued and unpaid interest on the Loan, and Lender will automatically debit the interest reserve each month to satisfy such accrued and unpaid interest so long as there are sufficient funds remaining in the interest reserve. For the avoidance of doubt, interest will accrue on amounts debited from the interest reserve from the date such funds are advanced.

3.6 Recourse. The Loan shall be full recourse to Borrower and all of its assets, whether now owned or hereafter acquired or in which Borrower otherwise has an interest, and all proceeds thereof.

3.7 ACH. Upon the earlier of (a) all interest reserve funds, if any, having been disbursed from the interest reserve account, or (b) any extension of the Loan, Borrower covenants

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and agrees to use the Federal Banking System's ACH program to remit all regular monthly debt service payments under the Note.

4. PAYMENT. All payments shall be made pursuant to the terms and conditions of the Note and the other Loan Documents.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Borrower Representations. Borrower represents and warrants as of the date hereof and as of the date of each Advance that:

5.1.1 Authority/Enforceability. Each Borrower Party is in compliance with all laws and regulations applicable to its organization, existence and transaction of business and has all necessary rights and powers and organizational authority to own, develop and operate the Property and improvements as contemplated by the Loan Documents.

5.1.2 Binding Obligations. Each applicable Borrower Party is authorized to execute, deliver and perform its obligations under the Loan Documents, and such obligations shall be valid and binding obligations of the applicable Borrower Party.

5.1.3 Formation and Organizational Documents. Borrower has delivered to Lender all formation and organizational documents of Borrower, the general partner or managing member of Borrower, and of all Guarantors of the Loan, if any, and all such formation and organizational documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Borrower shall immediately provide Lender with copies of any amendments or modifications of the formation or organizational documents. Borrower shall not, without the prior written consent of Lender, modify or amend its operating agreement or partnership agreement or other organizational documents in any way that would have an adverse effect on its ability to own and operate the Property or to perform under the Loan Documents.

5.1.4 No Proceedings or Litigation. Except as disclosed to Lender in writing, there are no claims, actions, suits, or proceedings pending, or, to Borrower's knowledge, threatened, against Borrower or affecting the Property.

5.1.5 No Defaults. No Borrower Party is in default with respect to any order or decree of any court or any order, regulation or demand of any Governmental Authority, which default is reasonably expected to have consequences that would materially and adversely affect the condition (financial or other) or operations of any the Property or might have consequences that would materially or adversely affect Borrower Party's performance hereunder or under any of the Loan Documents.

5.1.6 Consents. No consent, approval, authorization or order of any court or Governmental Authority is required for the execution, delivery and performance by any Borrower Party of, or compliance by any Borrower Party with, this Agreement or any other Loan Document or the consummation of the transactions contemplated hereby, other than those which have been obtained by the applicable Borrower Party.

5.1.7 Title. Borrower is the record and beneficial owner of, and has good and marketable title to, the Property, free and clear of all Liens whatsoever other than the Permitted Encumbrances, and lawfully holds and possesses the Property and has the right to

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encumber the same. Without limiting the generality of the foregoing, Borrower has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in the Property. The Security Instrument, when recorded, will create valid, perfected first-priority security interest in and to the Property and the Collateral in favor of Lender. To the extent Lender requires Borrower to enter into the Equity Owner Pledge, the Equity Owner Pledge, together with the Uniform Commercial Code financing statements required to be filed in connection therewith, will create valid, perfected first-priority security interests in and to the ownership interests in Borrower.

5.1.8 No Plan Assets. As of the date hereof and throughout the term of the Loan (a) each Borrower Party is not and will not be an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, (b) none of the assets of any Borrower Party constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101, (c) each Borrower Party is not and will not be a "governmental plan" within the meaning of Section 3(32) of ERISA, and (d) transactions by or with any Borrower Party are not and will not be subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans.

5.1.9 Compliance. Borrower and the Property and the current use thereof comply in all material respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. Neither Borrower nor any other Borrower Party is in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. Neither Borrower nor any other Borrower Party has committed any act that may give any Governmental Authority the right to cause Borrower or any Borrower Party to forfeit the Property or any part thereof or any monies paid in performance of Borrower's Obligations under any of the Loan Documents.

5.1.10 Financial Information. All financial data, including, without limitation, the statements of cash flow and income and operating expense and any proposed budget, that have been delivered to Lender in respect of Borrower, the other Borrower Parties, the Property or the Project fairly present the financial condition of Borrower, each other Borrower Party, the Property and the Project, as applicable, as of the date of such reports and have been prepared in accordance with GAAP, a cash basis accounting method, or other generally accepted accounting principles approved by Lender (in Lender's commercially reasonable discretion), and consistently applied, throughout the periods covered, except as disclosed therein. Except as disclosed therein, neither Borrower nor any other Borrower Party has any contingent liabilities, liabilities for taxes, unusual forward or long term commitments or unrealized or anticipated losses from any unfavorable commitments that are known to Borrower or any other Borrower Party. Since the date of the financial statements (including any proposed budget), there has been no material adverse change in the financial condition, operations or business of Borrower, any other Borrower Party, the Property or the Project from that set forth in said financial statements.

5.1.11 Single Purpose. Unless otherwise permitted by Lender, Borrower hereby represents and warrants to, and covenants with, Lender that as of the date hereof and until such time as the Debt shall be paid in full (provided, however, that nothing in this Section shall require any shareholder, partner or member of Borrower or Equity Owner to make additional capital contributions to either of them): (a) Borrower has not owned nor will own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership thereof; (b) Borrower has not engaged nor will engage in any business other than the acquisition, ownership, management, development, operation, renovation and sale of the Property. Each of Borrower and Equity Owner will conduct and operate its business as presently

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conducted and operated; (c) Borrower has not incurred nor will incur any Indebtedness except as provided in the Loan Documents; (d) Borrower has not made nor will make any loans or advances to any third party (including any Affiliate of Borrower); (e) each of Borrower and Equity Owner is solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own assets as the same shall become due; (f) each of Borrower and Equity Owner has done or caused to be done and will do all things necessary to observe organizational requirements and formalities and preserve its existence, and neither Borrower nor Equity Owner will amend, modify or otherwise change its certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents without the prior consent of Lender in any manner that (i) violates the single purpose covenants set forth in this Section, or (ii) amends, modifies or otherwise changes any provision thereof that by its terms cannot be modified at any time when the Loan is outstanding or by its terms cannot be modified without Lender's consent; (g) Borrower will (i) maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any constituent party, (ii) not cause or permit its assets to be listed as assets on the financial statement of any other Person, provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliates provided that such assets shall be listed on Borrower's own separate balance sheet, (iii) except to the extent Borrower is disregarded for tax purposes, file its own tax returns (to the extent Borrower is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person, and (iv) maintain its books, records, resolutions and agreements as official records; (h) Borrower has been, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate or any constituent party thereof). Borrower shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name; (i) neither Borrower nor Equity Owner will seek or effect its dissolution, division, winding up, liquidation, consolidation or merger, in whole or in part; (j) Borrower will not commingle its funds and other assets with those of any Affiliate or constituent party or any other Person, and Borrower will hold all of its assets in its own name; (k) Borrower has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party or any other Person; (l) Borrower will not guarantee nor become obligated for the debts of any other Person nor will either hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person; (m) Borrower will not permit any Affiliate or constituent party independent access to its bank accounts; (n) Borrower shall pay the salaries of its own employees (if any) from its own funds and maintain a sufficient number of employees (if any) in light of its contemplated business operations; (o) Borrower shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred; (p) Borrower is and will remain organized in the State in which it was formed as a limited liability company; (q) no indemnity payment from the funds of Borrower or Equity Owner (as distinct from funds from other sources such as insurance) of any indemnity under any agreement (other than the Loan Documents) to which Borrower or any Equity Owner may be a party (including under such party's organizational documents) shall be payable from amounts allocable to any other Person, including Lender, pursuant to any of the Loan Documents, and (r) neither Borrower nor Equity Owner nor any other Person on behalf of Borrower shall, without the affirmative vote of one hundred percent (100%) of the members, partners or stockholders of Borrower: (i) institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against it; (iii) file a petition seeking, or consenting to, reorganization or relief under applicable federal or state law relating to bankruptcy; (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Borrower or a substantial part of its property; (v) make any assignment for the benefit of creditors; (vi) admit in writing its inability to

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pay its debts generally as they become due or declare or effect a moratorium on its debts; or (vii) take any action in furtherance of any such action (each of the actions described in the foregoing clauses (i) through (vii), with respect to any individual or entity, are referred to herein as a "Bankruptcy Action").

5.1.12 Tax Filings. Each of Borrower and Equity Owner has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid (unless they are not yet past due) or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable thereby. Each of Borrower and Equity Owner believes that its tax returns (if any) properly reflect the income and taxes of Borrower or Equity Owner, as applicable, for the periods covered thereby.

5.1.13 Solvency. Borrower (a) has not entered into the transaction or any Loan Document with the actual intent to hinder, delay, or defraud any creditor and (b) has received reasonably equivalent value in exchange for its Obligations. Giving effect to the Loan, the fair saleable value of Borrower's assets exceeds and will, immediately following the making of the Loan, exceed Borrower's total liabilities, including subordinated, unliquidated, disputed and contingent liabilities. The fair saleable value of Borrower's assets is and will, immediately following the making of the Loan, be greater than Borrower's probable liabilities, including the maximum amount of its contingent liabilities on its debts as such debts become absolute and matured. Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Borrower does not intend to, and does not believe that it will, incur Indebtedness and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such Indebtedness and liabilities as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of obligations of Borrower). Neither Borrower nor any other Borrower Party is contemplating either the filing of a petition by it under state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and neither Borrower nor any other Borrower Party has knowledge of any Person contemplating the filing of any such petition against it.

5.1.14 No Contractual Obligations, Restrictions or Defaults. Other than the Loan Documents, Borrower is not subject to any contractual obligations pursuant to which its assets are bound, nor has it incurred any Indebtedness. Neither Borrower nor any other Borrower Party is a party to any agreement or instrument or subject to any court order, injunction, permit, or restriction which might adversely affect the Property or the business, operations, or condition (financial or otherwise) of Borrower or any other Borrower Party. Neither Borrower nor any other Borrower Party is in violation of any agreement which violation would have a material adverse effect on the Property, Borrower, or any other Borrower Party or Borrower's or any other Borrower Party's business, properties, or assets, operations or condition, financial or otherwise.

5.1.15 Federal Trade Embargoes. Borrower and each other Borrower Party is in compliance with all Federal Trade Embargoes in all material respects. No Embargoed Person owns any direct or indirect equity interest in any Borrower Party. No Borrower Party shall knowingly deal with any Person identified on the OFAC List.

5.1.16 Additional Representations and Warranties With Respect to the Property.

(a) **Nature of Property**. The Property is not, nor shall it be, used for commercial purposes (other than for rental income). Borrower shall not

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allow changes in the stated use of the Property from that disclosed to Lender at the time of execution hereof without prior notice to, and prior written consent from, Lender.

(b) **Compliance with Law; Property Condition**. Borrower has all requisite licenses, permits, franchises, qualifications, certificates of occupancy or other governmental authorizations to own, lease and operate, repair and renovate (if applicable) the Property and carry on its business. None of Borrower, nor any other Borrower Parties or the Property or the Project are in violation in any material respect of any law, ordinance, regulation, or rule (federal, state, or local), including all permits and approvals issued thereunder affecting Borrower's right and qualification to do business, the construction and installation of the improvements located or to be located upon the Property, the operation, leasing, financing or sale of the Property and the occupancy, use and enjoyment thereof. Without limitation on the foregoing, Borrower and the Property comply with all applicable laws relating to accessibility for the handicapped, including The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, and The Americans With Disabilities Act of 1990. The Property is free of structural defects and other material physical or mechanical defects, and all building systems contained therein are in good working order, subject to ordinary wear and tear.

(c) **Utilities**. All utility services, including, without limitation, gas, water, sewage, electrical and telephone, necessary for the development and occupancy of the Property are available at or within the boundaries of the Property, or Borrower has taken all steps necessary to assure that all such services will be available upon completion of the improvements.

(d) **Insurance**. The Property is covered by a policy of hazard insurance and insurance against other insurable risks and hazards as are customary in the area where the Property is located and in accordance with Lender's underwriting criteria, in an amount not less than the greatest of (i) 100% of the replacement cost of all improvements to the Property, (ii) the outstanding principal balance of the Loan, and (iii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Property or such maximum lesser amount as permitted by applicable law, all in a form usual and customary in the industry and that is in full force and effect, and all amounts required to have been paid under any such policy have been paid. If any portion of the Property is in an area identified by any federal Governmental Authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Emergency Management Agency is in effect and shall be maintained for the term of the Loan with a generally acceptable insurance carrier, in an amount representing coverage not less than the least of (1) the outstanding principal balance of the Loan, (2) the full insurable value of the Property, and (3) the maximum amount of insurance available under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1974. All such insurance policies (collectively, the "**hazard insurance policy**") contain a standard mortgagee clause naming Lender, its successors and assigns, as mortgagee, and may not be reduced, terminated or canceled without 30 days' prior written notice to the mortgagee. All premiums on each such insurance policy have been paid. The hazard insurance policy is the valid and binding obligation of

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the insurer and is in full force and effect. Borrower has not engaged in any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including no unlawful fee, commission, kickback or other unlawful compensation or value of any kind has been or will be received, retained or realized by any attorney, firm or other Person, and no such unlawful items have been received, retained or realized by Borrower.

(e) **Ownership and Encumbrances**.

(i) **Ownership**. Borrower is and will at all times be the legal and equitable owner of the Property subject only to Permitted Encumbrances (and subject to releases permitted hereunder).

(ii) **No Leases or Occupancy**. The Property are not subject to any leases, licenses or other occupancy agreements, except as may have been approved by Lender. In addition, there are no tenants or other parties occupying the Property, except as may have been approved by Lender.

(iii) **Authority to Encumber**. Borrower has, and will continue to have, the full right and authority to encumber the Property in favor of Lender.

(iv) **Validity of the Lien Created by Each Security Instrument**. The Lien created by each Security Instrument is (a) legal, valid, binding and enforceable subject to bankruptcy, insolvency, moratorium, reorganization or similar laws and equitable principles of general application, (b) encumbers the entirety of the Property of Borrower, and (c) is first-priority except for Permitted Encumbrances.

(f) **Taxes**. The Property will be comprised of one or more parcels, each of which constitutes a separate legal parcel and a separate tax lot and none of which constitutes a portion of any other tax lot. There are no pending or, to Borrower's knowledge, proposed, special or other assessments for public improvements or otherwise affecting any of the Property, nor are there any contemplated improvements to any of the Property that may result in such special or other assessments.

(g) **Accuracy of Documents**. Any survey, mechanical and structural plans and specifications, soil reports, leases, certificates of occupancy, warranties, operating statements, rent roll and income and expense reports, and all other books and records relating to the Property and all other budgets (including estimated budgets), contracts or documents delivered to Lender in connection with the Loan and the Loan Documents are true, correct and complete copies of such documents, in all material respects.

(h) **Hazardous Materials**. The Property complies, in all material respects, with all Hazardous Materials Laws as to use and conditions on, under or about the Property including soil and groundwater condition. Neither Borrower nor any Borrower Party, nor, to Borrower's knowledge, any other person, has used, generated, manufactured, stored or disposed of on, under or about the

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Property or transported to or from the Property any Hazardous Materials. To Borrower's knowledge, there are no Hazardous Materials in, attributable to or affecting the Property or the area within 2,000 feet of the Property (and the area is not otherwise subject to recorded land use restrictions by reason of its proximity to Hazardous Materials). Without limitation on the foregoing, to Borrower's knowledge: (i) the primary potable or drinking water source and groundwater have never been known to exceed the EPA Recommended Maximum Contaminant Level Goals set forth under the Safe Drinking Water Act and Clean Water Act, as amended; (ii) there is not and has never been landfill containing decomposable material, petroleum wells, mineral bearing mines, sewage treatment facilities, underground storage tanks, sinkholes, radon or other toxic emissions within 2,000 feet of any boundary of the Property (and the Property is not otherwise subject to recorded land use restrictions by reason of its proximity to any of the foregoing), and (iii) no electrical transformers, fluorescent light fixtures with ballasts or other equipment containing polychlorinated biphenyls (PCBs) have been located on the Property at any time.

5.1.17 Additional Representations and Warranties With Respect to the Project.

(a) Borrower has all necessary power and authority to enter into and perform its respective obligations under each of the Project Documents to which Borrower is a party, and all other agreements and instruments to be executed by Borrower in connection with the construction and the development of the Project. The Project Documents to which Borrower is a party have been duly executed and delivered by Borrower. The Project Documents to which Borrower is a party constitute the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, subject only to applicable bankruptcy, insolvency and similar laws generally affecting rights of creditors and the enforcement of debtors' obligations, and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). The completion of the Project and the execution, delivery and performance by Borrower of its obligations under, and the consummation of the transactions contemplated by, each of the Project Documents to which Borrower is, or will be, a party, and all other agreements and instruments to be executed by Borrower in connection therewith do not and will not (i) violate, in any material respect, any Legal Requirement applicable to Borrower, (ii) result in a breach of any of the terms, conditions or provisions of, or constitute a default under the organizational documents of Borrower, or result in a material breach of the terms, conditions or provisions of any mortgage, indenture, agreement, permit, franchise, license, note or instrument to which Borrower is a party or by which it or any of its properties is bound, or (iii) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the assets of Borrower (except as contemplated by this Agreement and by the Permitted Encumbrances). All consents, approvals, orders or authorizations of, or registrations, declarations or filings with, or other actions in respect of or by, any Governmental Authorities that are required in connection with the execution, delivery and performance by Borrower of the Project Documents and all other agreements and instruments to be executed by Borrower in connection therewith and the construction and operation of each Project have been obtained or will be obtained when required

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for the then applicable stage of completion of each the Project and are or will be in full force and effect.

(b) Borrower has delivered to Lender true, correct, and complete copies, in all material respects, of all Project Documents. All permits, licenses, and other approvals from any applicable Governmental Authorities, adjacent property owners, or any other Person necessary for Borrower to commence and Complete the Project in accordance with the Lender-approved Plans and Specifications therefor have been obtained and are in full force and effect. All utility services and facilities necessary for the completion of the Project and, upon completion of construction, the operation, use and occupancy of the Project for its intended purposes are or will be available at the boundaries of the Property upon which the Project is being constructed, including water supply, storm and sanitary sewer facilities, gas and electric and telephone facilities and means of access between the Property and public ways.

(c) Except for the Project Documents approved by Lender, Borrower has not made, assumed or been assigned any contract or arrangement of any kind, the performance of which by the other party thereto would give rise to a lien (other than Permitted Encumbrances) against all or any portion of the Property.

(d) The current land use, zoning law, regulations and declarations covering the Property upon which the Project is being constructed permit, on an as-of-right basis, the completion of the Project substantially in accordance with the Plans and Specifications, the current zoning law and declarations covering the Property permit the Project being constructed thereon to be operated and used as contemplated by this Agreement, and no additional variance, conditional use permit, special use permit or other similar approval is required for such construction, use or occupancy of the Project that has not been or will not, if and when required, be obtained. The Property and the use thereof are currently and, upon completion of the Project being constructed thereon substantially in accordance with the Plans and Specifications, will be in all material respects in compliance with all Project Permits then required therefor and all other applicable Legal Requirements, and such compliance is not dependent on any land, improvements or facilities that are not a part of the Property. There are no pending, or to Borrower's knowledge, threatened actions, suits or proceedings to revoke, attach, invalidate, rescind or modify the zoning applicable to the Property or any part thereof or any of the Project Permits applicable thereto, as currently existing.

(e) As of the Closing Date and as of each date on which this representation is deemed remade, the Loan Budget (as the same may be amended from time to time with the approval of Lender in accordance with this Agreement) accurately reflects Borrower's best good faith estimate of all anticipated Hard Costs, Soft Costs, and any other costs and expenses reasonably anticipated to be incurred in connection with the Completion of the Project.

(f) No Balancing Event exists as of the date hereof.

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(g) The Project is expected to be Completed on or prior to the Completion Date.

5.1.18 General Facts. No statement of fact made by or on behalf of Borrower or any other Borrower Party in this Agreement or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Borrower which has not been disclosed to Lender which materially and adversely affects, nor as far as Borrower can foresee, might materially and adversely affect, the Property, the Project or the business, operations or condition (financial or otherwise) of Borrower or any other Borrower Party.

5.2 Survival of Representations. The representations and warranties set forth in Section 5.1 and elsewhere in this Agreement and the other Loan Documents shall survive for so long as any amount remains payable to Lender under this Agreement or any of the other Loan Documents and shall be deemed to be remade as of the date of each Advance hereunder (except as may be disclosed to and expressly approved by Lender); provided, however, that Borrower may update the representations and warranties to reflect changes in circumstances which are not the result of a Default or Event of Default of Borrower hereunder.

6. BORROWER COVENANTS.

6.1 Borrower Affirmative Covenants. Borrower hereby covenants and agrees with Lender that:

6.1.1 Existence; Compliance with Legal Requirements. Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, rights, licenses, permits and franchises and comply with all Legal Requirements applicable to it, the Property and the Project.

6.1.2 Taxes and Other Charges; Effect of Change in Law. Borrower shall pay all Taxes and other charges now or hereafter levied or assessed or imposed against the Property, the Project or any part thereof before the same become delinquent or past due. When and if so requested by Lender, Borrower shall deliver promptly to Lender receipts evidencing such payments. Borrower shall not suffer, permit, initiate, or otherwise cause for any tax purpose, the joint assessment of any real property comprising the Property and any personal property located thereon, or any other procedure whereby the lien of real property taxes and assessments and the lien of personal property taxes shall be assessed, levied or charged against such real property as a single lien. While the Property remains subject to a Security Instrument, the Property shall be segregated on the applicable tax rolls from all other property, both real and personal; and, upon request, Borrower shall procure on behalf of Lender a tax service contract, the issuer, form and content of which shall be subject to Lender's prior approval. Borrower shall not permit or suffer and shall promptly discharge any lien or charge against the Property other than Permitted Encumbrances. If at any time any law is enacted which deducts from the value of any real property comprising the Property, for taxation purposes, any lien thereon, or changes in any way the laws now in force for the taxation of security instruments on real property or debts secured thereby, or the manner of collection of any such taxes so as to affect any interest of Lender under this Agreement or the Security Instrument for the Property, then Borrower shall pay such tax if it may lawfully do so. If Borrower is not permitted by applicable law to pay such tax, or if such payment would violate any applicable law, then, at the option of Lender, all of the outstanding principal balance of all Advances made under the Loan, together with interest thereon and any

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other amounts payable with respect thereto pursuant to the Note, shall immediately become due and payable without demand or notice.

6.1.3 Litigation. Borrower shall give prompt notice to Lender of any litigation or governmental proceedings pending or threatened against Borrower, any other Borrower Party, the Property or the Project. If Lender is made a party to any litigation concerning the Security Instrument, or the Property or the Project or any part thereof or interest therein, or the occupancy thereof by any person or entity, then Borrower shall indemnify, defend and hold Lender harmless from all claims and liability by reason of such litigation, including attorneys' fees and expenses incurred by Lender, whether or not any such litigation is prosecuted to judgment.

6.1.4 Access to Property. Borrower shall permit or cause to be permitted, agents, representatives and employees of Lender to inspect the Property, the Project or any part thereof at reasonable hours upon reasonable advance notice.

6.1.5 Further Assurances; Supplemental Affidavits. Borrower shall, and shall cause Equity Owner and Guarantor to, at Borrower's sole cost and expense:

(a) execute and deliver to Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve or protect the security interest of Lender in the collateral at any time securing or intended to secure the obligations of Borrower, Equity Owner and Guarantor under the Loan Documents, as Lender may reasonably require; and

(b) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of this Agreement and the other Loan Documents, as Lender shall reasonably require from time to time.

6.1.6 Title to the Collateral. Borrower will warrant and defend the validity and priority of Lender's security interest in the Collateral.

6.2 Additional Recourse Debt. Borrower shall deliver prompt written notice to Lender, in reasonable detail, of the occurrence and amount of any Indebtedness that is guaranteed by Guarantor pursuant to a recourse guaranty; provided that such written notice shall be delivered to Lender in no event later than three (3) Business Days following (a) Guarantor entering into the relevant recourse guaranty or (b) the occurrence of any claim under a carveout guaranty resulting in the relevant guaranty or indemnity agreement by Guarantor no longer being considered a carveout guaranty for purposes of this Agreement.

6.2.1 Disposition of Insurance and Condemnation Proceeds and Damages.

(a) **Lender's Rights in Proceeds and Damages**. Borrower hereby assigns to Lender (a) any award for damages suffered or compensation paid by reason of a taking for public use, or an action in eminent domain, or the exercise of the police power, whether by a condemnation proceeding or otherwise (such as by inverse condemnation), or any transfer of all or any part of the Property in avoidance thereof, affecting the Property, (b) all proceeds of any insurance policies paid by reason of loss sustained to the Property, and (c) all claims,

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damages, causes of action, against or from any party or parties, with respect to the Property or the Project, or any funds received or receivable in connection with any damage to the Property or the Project, incurred as a result of any cause whatsoever. All proceeds of any such claims shall be paid by the person or entity making payment directly to Lender, and Borrower shall do all things necessary to obtain prompt settlement for each loss or claim covered by a policy of insurance. After first deducting all costs and expenses of Lender incurred in connection with the settlement or recovery of any proceeds hereunder, Lender may, at its option and without regard to the adequacy of the security hereunder, except as otherwise provided in clause (b) below, apply any such sum it retains hereunder to any indebtedness or obligation secured by the Security Instrument, whether due or not, and in such order or priority as Lender may determine in its sole and absolute discretion; however, after deducting its costs and expenses Lender may approve, regardless of any impairment of security or lack thereof, except as otherwise provided in clause (b) below, release to Borrower of all or any part of the entire amount so collected for reimbursement for costs and expenses incurred by Borrower for the repair and restoration of the Property upon any conditions Lender chooses. Application of all or any portion of such funds, or the release thereof, shall not cure or waive any Event of Default or notice of an Event of Default or invalidate any acts done pursuant to such notice. Borrower shall execute such further assignments, documents or instruments as Lender may from time to time require in order to evidence the assignment hereunder. If, on any loss of or damage to the Property or the Project or on a partial taking or condemnation of the Property, Lender is not entitled under law to retain the entirety of any proceeds or award pursuant to this Section, then Lender shall be entitled to apply the proceeds or award to the repayment of the Note and any other indebtedness secured by any Loan Document to reduce the Note balance and such other indebtedness by the ratio which the value of the Property remaining encumbered by the Security Instrument bears to the value of the Property immediately prior to such loss, damage or partial condemnation or taking, as determined by Lender's appraiser retained for such purpose. In the event any insurance proceeds or condemnation awards are applied by Lender against the Note under this Section, no prepayment premium shall apply.

(b) **Use of Insurance Proceeds to Repair Property**. In the event of damage to or destruction of the Property from any cause actually covered under insurance maintained by Borrower hereunder or any available condemnation proceeds, then Lender shall make available to Borrower the net insurance proceeds or condemnation proceeds available as a result of such damage or destruction (after deducting costs and expenses incurred by Lender in connection with the settlement or recovery of any proceeds as provided in clause (a) above) for use by Borrower, in the reconstruction and repair of the damaged or taken improvements to the condition approved by Lender, on the terms and conditions hereinafter set forth. In the event any of the conditions to Borrower's right to utilize the net proceeds hereunder are not satisfied or fulfilled at any time, then such net proceeds shall be applied as provided in clause (a) above. Such net proceeds shall be made available hereunder only if: (a) no Default or an Event of Default occurs; (b) Lender is satisfied that, by expenditure of the net proceeds hereunder, the Property damaged or destroyed or taken shall be fully restored within a reasonable period of time to the equivalent of its original condition and value and all payments required under the Note will continue to be

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paid; (c) Lender is satisfied that such work of repair and restoration can be completed in the ordinary course of business within one (1) month from the commencement of work and at least one (1) month prior to the date on which all Advances (including any Advance for the Project being constructed thereon) are required to be repaid pursuant to the Note; (d) Lender has reviewed and approved Borrower's plans and specifications for the work of repair and restoration, Borrower's architect and any general contractors, subcontractors and material suppliers employed to perform such work; (e) all general contractors, all major subcontractors and material suppliers have supplied 100% performance and completion bonds and bonds protecting such Property from the imposition of mechanic's or other liens; (f) if the net insurance proceeds or condemnation proceeds available are insufficient for payment of the full cost of restoration or repair and the payments under the Note during the completion period, as determined by Lender, Borrower has deposited with Lender sufficient additional funds to insure payment of all such costs, or made arrangements acceptable to Lender for such sufficient additional funds, such additional funds to be disbursed for costs incurred in the manner herein specified prior to the disbursement of any other funds held by Lender; and (g) Borrower shall have satisfied such other conditions as Lender may in determine to be appropriate in its sole discretion. Disbursement of funds by Lender hereunder shall be subject to all of Lender's then customary construction loan disbursement procedures, including those set forth herein. No funds held by Lender hereunder shall bear interest; and Lender shall have no duties or obligations with respect thereto, or with respect to the provisions of this clause (b), other than that of a construction lender, and the reasonable costs and expenses of Lender incurred in connection therewith (including the fees of a construction consultant and disbursing agent) shall be paid by Borrower (and Lender shall be entitled to pay such costs and expenses out of the insurance proceeds held by Lender). Specifically, but without limiting the generality of the foregoing, no relationship of trust, or any other duty in the nature of fiduciary duties or otherwise, shall be imposed or implied by the status or actions of Lender hereunder; and under no circumstances shall Lender become obligated to take any action to repair or reconstruct any damaged or destroyed Property. Any net proceeds not disbursed under this clause (b) shall be disbursed in accordance with clause (a) above.

6.2.2 Maintenance and Preservation of the Property.

(a) **Borrower's Obligation for Maintenance of Property and Security**. Borrower shall: (a) keep the Property in good condition and repair and replace any items comprising the Property as they become obsolete or worn out with items of at least the same utility, quality and value, free of any liens or security interests of any kind or character other than the lien of the Loan Documents; (b) not remove or demolish any portion of the Property (except in connection with the Project to the extent approved by Lender); (c) restore promptly and in good and workmanlike manner any part of the Property which may be damaged or destroyed; (d) comply with and not suffer violations of laws, ordinances, regulations, covenants, conditions, restrictions, equitable servitudes and easements, whether public or private, of every kind and character, and requirements of insurance companies and any bureau or agency which establishes standards of insurability; (e) not commit or permit waste of the Property; (f) do all other acts which from the character or use of the Property may be reasonably

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necessary to maintain and preserve their value or to protect the security of the Security Instrument; (g) perform and comply with all obligations required to be performed or complied with in leases, licenses, concessions, management agreements, Project Documents or like agreements affecting the Property, if any, or the management, operation, repair, renovation, occupation or use thereof; (h) pay any and all charges, assessments or fees imposed in connection with the delivery, installation or maintenance of any utility services or installations on, to or for the Property; (i) not change the character, the nature of the occupancy or use of the Property, or any portion thereof, except in connection with the Project, and then only to the extent consistent with the Project Documents therefor, if approved by Lender, in its sole discretion; (j) not drill for or extract, or enter into a lease or any other type of agreement for the drilling for or extraction of, oil, gas or other hydrocarbon substances, or any mineral of any kind, on, in or under the Property; (k) make no assignment of rents of the Property except to Lender pursuant to the Security Instrument; and (l) execute and, where appropriate, acknowledge and deliver, such further documents or instruments as Lender deems necessary or appropriate to preserve, continue and perfect the security provided for in the Security Instrument.

(b) **Lender's Approval Rights for Work**. Borrower shall not undertake or suffer to be made any alteration, addition, relocation, removal or demolition of, or structural or other material change in, any building, improvement, fixture, machinery, or equipment comprising the Property, other than in connection with the Project, without the prior written approval of Lender, unless (a) the aggregate cost of such work for the Property does not exceed $20,000, (b) such work does not affect the roof or the structure of the building and improvements comprising the Property, or adversely affect or diminish the value of the Property or arise as a result of any damage or destruction, (c) such work is designed by licensed professionals and is constructed by licensed contractors, all qualified for such purpose, and in accordance with all applicable Legal Requirements, ordinances, regulations, permits and approvals, and (d) Borrower submits to Lender its proposed plans and budget for such work, together with all other supporting materials related to such work as Lender may reasonably require. The foregoing shall not limit Borrower's obligations under clause (a) above and, accordingly, Borrower shall immediately seek any consent required under this clause (b) in connection with its obligations under clause (a) above.

6.2.3 Financial Covenants. Borrower shall, and Borrower shall cause Guarantor to, at all times, comply with the Financial Covenants.

6.2.4 Hazardous Materials. Borrower shall indemnify, defend and hold Lender, its employees, agents, officers and directors, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including attorneys', experts' and consultant fees and costs), directly or indirectly resulting from, arising out of, or based upon (a) the presence, release, use, manufacture, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such materials to or from, the Property, or (b) the violation, or alleged violation, of any Hazardous Materials Law affecting the Property, or the transportation of Hazardous Materials to or from the Property. This indemnity shall (i) include any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible

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property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment, and the cost of any required or necessary repair, cleanup, treatment or detoxification of the Property, and the preparation and implementation of any closure, disposal, remedial or other required actions in connection with the Property, and (ii) survive foreclosure (whether judicial or non-judicial) of the Security Instrument for the Property and the full or partial payment or discharge of all indebtedness secured by the Security Instrument. WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL NOT APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO MATTERS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON.

6.2.5 Notices. Borrower shall give notice, or cause notice to be given, to Lender promptly upon the occurrence of: (a) any Default or Event of Default; (b) any default or event of default under any contractual obligation of Borrower or any Affiliate that could reasonably be expected to have a Material Adverse Effect; or (c) any litigation or proceeding affecting Borrower or the Property or affecting any of the other Borrower Parties if such litigation or proceeding could have a Material Adverse Effect.

6.2.6 Prohibited Persons. No Borrower Party or any of their direct or indirect equity holders shall (i) knowingly conduct any business, or engage in any transaction or dealing, with any Embargoed Person, including the making or receiving of any contribution of funds, goods, or services, to or for the benefit of an Embargoed Person, or (ii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any Federal Trade Embargo.

6.2.7 Federal Reserve Regulations. No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulations T, U, W or X of the Board of Governors of the Federal Reserve System, or to extend credit to any Person for such purpose, or for any other purpose which would be inconsistent with such Regulations or any other Regulations of such Board of Governors, or for any purposes prohibited by Legal Requirements or by the terms and conditions of this Agreement or the other Loan Documents. Borrower agrees that, without the prior written consent of Lender, (i) the funds received from Lender hereunder shall not be used for the benefit of, or transferred to, any Affiliate of Lender and (ii) without limiting the generality of the foregoing, the funds received from Lender hereunder shall not be used to make an equity investment in any Person in which Affiliates of Lender have equity or debt positions if the proceeds of such investment would be used to refinance such Person's outstanding indebtedness. For purposes of this Section 6.2.7, "Affiliate" shall have the meaning given to such term in Regulation W of the Board of Governors of the Federal Reserve System.

6.2.8 Deposit Account Control Agreement. If required by Lender in its sole and absolute discretion at any time during the term of the Loan, Borrower shall deposit all revenues or other income into an account that will be subject to the Deposit Account Control Agreement once such agreement is entered into and otherwise utilize such account as its operating account, it being acknowledged that the Collateral includes Borrower's accounts and all amounts on deposit therein and proceeds therefrom. Borrower covenants and agrees to take any actions requested by Lender in order to establish such account and enter into such Deposit Account Control Agreement.

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6.2.9 Risk Retention. Each Borrower Party will comply with the requirements of the European Union Directive 2006/48/EC, such that as long as any Advances are outstanding (i) it will hold an equity interest that will represent not less than 5% of the purchase price of the Property owned by Borrower and (ii) such holding of equity interest will not be subject to any credit risk mitigation, any short position or any hedging.

6.2.10 The Project. At Lender's option, Borrower shall cause each Design Professional, General Contractor, and Trade Contractor for each Project to execute and deliver to Lender the applicable Design Professional Consent, General Contractor Consent, and Trade Contractor Consent, respectively, prior to the execution by Borrower of the applicable Project Document (or on the Closing Date, if applicable) for the Project.

6.2.11 Commencement and Completion. Borrower shall commence construction of the Project without delay after recordation of the Security Instrument and shall complete construction of the Project, free and clean of any mechanics' and materialmen's liens and stop notices, as applicable, in accordance with the Lender-approved Plans and Specifications and other provisions of the Loan Documents, with all construction costs having been paid, on or before the Completion Date.

6.3 Borrower Negative Covenants. Borrower covenants and agrees with Lender that:

6.3.1 Transfers. Without the prior written consent of Lender, neither Borrower nor any other Person having a direct or indirect ownership or beneficial interest in Borrower shall Transfer any interest, direct or indirect, in the Property or in Borrower. Additionally, (a) if there currently exist no certificates, instruments or writings representing the Collateral, Borrower shall not, without the prior written consent of Lender, create certificates, instruments or writings representing the Collateral, and (b) if certificates, instruments or writings representing the Collateral currently exist, Borrower shall not, without the prior written consent of Lender, create new certificates, instruments or writings representing the Collateral. Borrower shall deliver to Lender any and all newly created certificates, instruments or writings representing the collateral. For avoidance of doubt, no Transfer of the Property or of any direct interest in Borrower or Equity Owner shall occur without the prior written consent of Lender, or release Borrower, Equity Owner or Guarantor from any liability under the Note and other Loan Documents. Upon any Transfer of any direct or indirect interest in the Property, Borrower or Equity Owner in violation of this Section (each of which shall constitute an impairment of Lender's security interests under the applicable Security Instrument), Lender shall have the absolute right, without demand or notice, to declare all Obligations secured by the Security Instrument to be immediately due and payable (including the prepayment premium, if any, set forth in the Note), except to the extent that and in such particular circumstances where exercise of such right by Lender is prohibited by law.

6.3.2 Liens. Borrower shall not create, incur, assume, permit or suffer to exist any Lien on any portion of the Collateral or the Property except for Permitted Encumbrances and Liens in favor of Lender as provided herein. Borrower shall pay at or prior to maturity, all obligations secured by or reducible to liens and encumbrances which now or hereafter shall encumber the Property, whether senior or subordinate to the Security Instrument, including all claims for work or labor performed, or materials or supplies furnished in connection with any work of improvement upon the Property, including, but not limited to, in connection with the Project; provided, however, that any such lien or encumbrance shall be paid and fully discharged by Borrower within five (5) days after demand by Lender. Borrower may contest any such claim of lien without cost or expense to Lender, but only upon posting, and concurrently supplying to

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Lender, a certified copy of a statutory bond or other security sufficient under applicable law to fully protect any and all of the Property encumbered by such claim of lien and otherwise satisfactory to Lender to protect Lender against any judgment in favor of the lien claimant.

6.3.3 Leases. Borrower shall not enter into any lease of or occupancy agreement for the Property, or any portion thereof, or modify or amend or supplement any such lease or occupancy agreement without the prior written consent of Lender.

6.3.4 Property Management. Borrower shall not appoint, terminate or replace a manager for the Property, or enter, terminate or amend any management agreement for the Property, in each case without Lender's prior written consent. Any property manager shall hold and maintain all necessary licenses, certifications and permits required by law. Borrower shall fully perform all of its covenants, agreements and obligations under any management agreement of the Property. Any management agreement will be subordinated to Lender's rights under the Security Instrument and other Loan Documents.

6.3.5 Dissolution, Etc. Borrower shall not (i) engage in any dissolution, division, liquidation or consolidation or merger with or into any other business entity, or (ii) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of the property or assets of Borrower (except as expressly permitted hereunder).

6.3.6 Change in Business; Change in Name. Borrower shall not enter into any line of business other than the ownership, operation, repair, restoration and sale of the Property. Borrower shall not change its name without first obtaining the prior written consent of Lender. In the event Lender grants such consent, Borrower shall, at Borrower's sole cost and expense, take all action required by Lender for the purpose of perfecting or protecting the lien and security interest of Lender. Borrower shall promptly notify Lender in writing of any change in the organizational identification number of Borrower. If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Lender in writing of such organizational identification number.

6.3.7 Debt Cancellation. Borrower shall not cancel or otherwise forgive or release any claim or debt owed to Borrower by any Person, except for adequate consideration and in the ordinary course of Borrower's business.

6.3.8 Affiliate Transactions. Without Lender's prior written consent, Borrower will not enter into any transaction (including, without limitation, the purchase or sale of any property or service) with, or make any payment or transfer to, any Affiliate.

6.3.9 Zoning. Borrower shall not use or permit the use of any portion of the Property in any manner that could result in such use becoming a non-conforming use under any zoning ordinance or any other applicable land use law, rule or regulation, without the prior written consent of Lender.

6.3.10 Limitations on Distributions. So long as there is a Default or an Event of Default, Borrower shall not make any distributions to its members.

6.3.11 Other Limitations. Prior to the payment in full of the Debt, Borrower shall not, without the prior written consent of Lender, give its consent or approval to any of the following actions or items: (a) any material change in the method or conduct of the business of Borrower; or (b) the settlement of any claim against Borrower, other than a fully insured third party

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claim, in an amount greater than Ten Thousand Dollars ($10,000), such consent not to be unreasonably withheld (unless an Event of Default has occurred).

6.3.12 Compliance. Borrower, the Project and the Property and the use thereof shall comply in all respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. No Borrower Party shall be in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. No Borrower Party shall commit any act that may give any Governmental Authority the right to cause a Borrower Party to forfeit the Collateral or any part thereof or any monies paid in performance of Borrower's Obligations. Without the prior written consent of Lender, Borrower shall not seek, make or consent to any change in the lot or parcel boundaries, zoning, conditions of use, or any other applicable land use laws, ordinances, regulations, permits, approvals or licenses pertaining to the Property, except in connection with the Project, or which would constitute a violation of the warranties and representations contained in this Agreement, or would change the nature of the use or occupancy of the Property. Borrower shall within ten (10) days after receipt thereof by Borrower, or its agent or representative, deliver to Lender copies of any and all approvals, permits and licenses procured by Borrower with respect to the Property, construction and installation of improvements thereon, including in connection with the Project, or the occupancy, use and enjoyment thereof, pursuant to applicable laws, ordinances, or regulations.

6.3.13 Hazardous Materials. Borrower covenants and agrees that Borrower shall not cause or permit the presence, use, generation, manufacture, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about the Property, or the transportation of any Hazardous Materials to or from the Property. Borrower shall immediately notify Lender in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened with respect to the Property in connection with any Hazardous Materials; (b) any claim made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery, compensation, loss or injury to persons or property resulting from any Hazardous Materials; and (c) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause all or any portion of the Property to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law. Without Lender's prior written consent, Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, in, under or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Hazardous Materials (except that in the case of an emergency, Borrower shall take such action as may be reasonably required under the circumstances and shall immediately notify Lender in writing of any such action taken). So long as the Property remains subject to the Security Instrument, Lender shall have the right, on seventy-two (72) hours prior written notice to Borrower, at Borrower's expense, to enter the Property and to conduct such tests and investigations as Lender requires, in the event that Lender has a good faith belief that such tests or investigations are required or advisable, or at any time following an Event of Default, to determine whether any Hazardous Materials are present in, under, on or about the Property. Such tests and investigation shall include underground borings, groundwater analyses and borings from the floors, ceilings and walls of any improvements located on the Property.

6.4 **Post-Closing Condition.** Within ninety (90) days of the funding of the Loan (the "Deadline Date") , Borrower shall provide Lender with that certain recorded instrument, Release of Reverter to Amended and Restated Agreement for Development of King's Landing, executed by the City of Fort Pierce in form and content satisfactory to Lender. Failure to provide Lender with the aforesaid document to Lender's satisfaction on or before the Deadline Date shall,

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at Lender's option (i) cause a draw hold to be placed on the Loan and (ii) constitute an "Event of Default" under this Agreement.

7. FINANCIAL REPORTING. During the term of this Agreement, unless Lender shall otherwise consent:

7.1 Financial Reporting; Books and Records. Borrower shall maintain complete books of account and other records for the Property and Improvements and for disbursement and use of the proceeds of the Loan and Borrower's Funds, and the same shall be available for inspection and copying by Lender upon reasonable prior notice.

7.2 Interim Statements. Upon Lender's written request, for each calendar year, within (i) forty-five (45) days after the end of each of the first three calendar quarters and (ii) one hundred twenty (120) days after the end of the fourth calendar quarter, Borrower shall deliver to Lender financial statements of Borrower and Guarantor and its subsidiaries on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for the period from the beginning of such fiscal year to the end of such quarter, and the related balance sheet as of the end of such quarter, all in reasonable detail and certified by a responsible and authorized officer of Borrower and Guarantor, as applicable, subject, however, to year-end audit adjustments.

7.3 Annual Statements. Within one hundred twenty (120) days following the end of Guarantor's fiscal year, Guarantor shall deliver to Lender audited financial statements of Guarantor and its subsidiaries (including Borrower and Equity Owner) on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for such fiscal year and the related balance sheet as at the end of such fiscal year, all in reasonable detail and accompanied by an unqualified opinion of a certified public accounting firm reasonably satisfactory to Lender; provided that such financial statements shall be deemed delivered upon the publicly available filing of such financial statements.

7.4 Certificates. Borrower shall deliver, promptly after the furnishing thereof, copies of any compliance certificates or other similar compliance-related reports or letters furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to Lender pursuant to any other provision of this Section 7. The financial statements required to be delivered pursuant to this Section shall be certified by an officer of Guarantor, which certification shall also address whether Guarantor is in compliance with the Financial Covenants.

7.5 Other Information. Borrower shall deliver, promptly after the furnishing thereof, copies of any financial statements or periodic reports furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to the Lender pursuant to any other provision of this Section 7, together with any other information (whether financial or otherwise) Lender may request during the term of the Loan.

8. DEFAULT.

8.1 The occurrence of any one or more of the following shall constitute an event of default ("Event of Default") under this Agreement and the other Loan Documents:

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8.1.1 Borrower's failure to pay when due any sums payable under the Note or any of the other Loan Documents or Borrower's failure to deposit any funds with Lender as and when required under this Agreement;

8.1.2 if any representation or warranty made by Borrower herein or by any other Borrower Party in any other Loan Document shall have been false or misleading as of the date the representation or warranty was made or deemed remade;

8.1.3 if Borrower or any Guarantor incurs any Indebtedness in breach of this Agreement;

8.1.4 if there shall occur any Transfer (whether a Transfer of the Property or the direct or indirect ownership interest therein) in breach of this Agreement;

8.1.5 (A) if there is any material deviation in the construction of the Project from the Plans and Specifications or governmental requirements or the appearance or use of defective workmanship or materials in constructing the Project, and Borrower fails to remedy the same to Lender's satisfaction within thirty (30) days of Lender's written demand to do so; or (B) subject to Force Majeure Events, there is a cessation of construction of the Project prior to completion for a continuous period of more than thirty (30) days; or (C) the use, sale or leasing of any of the improvements on the Property in accordance with the Loan Documents is prohibited, enjoined or delayed for a continuous period of more than thirty (30) days; or (D) subject to Force Majeure Events, utilities or other public services necessary for the full occupancy and utilization of the Property and improvements are curtailed for a continuous period of more than thirty (30) days;

8.1.6 if there is (A) a condemnation, seizure or appropriation of, or occurrence of an uninsured casualty with respect to any material portion of the Property; (B) a sequestration or attachment of, or any levy or execution upon any of the Property, any other collateral provided by Borrower or any other party under any of the Loan Documents, any monies in any accounts or any substantial portion of the other assets of Borrower, which sequestration, attachment, levy or execution is not released, expunged or dismissed within twenty (20) days; or (C) a recording of any claim of lien against the Property or the service upon Lender of a withhold payment notice or bonded stop notice and the continuance of such claim of lien for twenty (20) days after such recording or service or five (5) days after Lender's demand, whichever occurs first, without discharge, satisfaction or provision for payment being made by Borrower in a manner satisfactory to Lender;

8.1.7 if any Borrower Party shall make an assignment for the benefit of creditors;

8.1.8 if a receiver, liquidator or trustee shall be appointed for any Borrower Party or if any Borrower Party shall be adjudicated bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, any Borrower Party, or any other Bankruptcy Action (as hereinafter defined) occurs with respect to any Borrower Party or if any proceeding for the dissolution, division (e.g., pursuant to Section 18-217 of the Delaware Limited Liability Company Act, as amended from time to time) or liquidation of any Borrower Party shall be instituted;

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8.1.9 if any Borrower Party attempts to assign its rights under this Agreement or any of the other Loan Documents or any interest herein or therein in contravention of the Loan Documents;

8.1.10 if (A) this Agreement, the Note or any other Loan Document shall, in whole or in part, terminate, cease to be effective or cease to be a legally valid, binding and enforceable obligation of any Borrower Party; (B) any Borrower Party shall take any action in connection therewith or in furtherance thereof; (C) any party to any Loan Document (other than Lender) shall assert in writing that such document has ceased to be in full force and effect; or (D) the Liens created pursuant to any Loan Document shall cease to be a fully perfected enforceable first priority security interest or any portion of the Collateral is Transferred without Lender's prior written consent;

8.1.11 the occurrence of (A) any amendment to or termination or cancellation of any of the Project Documents without Lender's prior written approval, (B) any of the Project Documents not being in full force or effect for any reason, or (C) any default by Borrower under any of the Project Documents beyond any applicable notice or cure period available thereunder;

8.1.12 if there is a failure at any time of the Security Instrument to be a valid Lien upon the Property or any portion thereof (other than as a result of any release or reconveyance of the Security Instrument with respect to all or any portion of the Property pursuant to the terms and conditions of this Agreement), prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing;

8.1.13 if a Balancing Event is not cured within five (5) Business Days after written notice thereof from Lender;

8.1.14 if Borrower or any other Borrower Party shall be in Default under any of the other terms, covenants or conditions of this Agreement or any other Loan Document not specified above; provided, however, that if such Default is curable and Borrower has not been given a notice of a similar Default within the preceding six (6) months, then it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such Default, either (x) cures the Default within thirty (30) days or (y) if the cure requires more than thirty (30) days, immediately initiates steps satisfactory to Lender to cure the Default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical; and provided further that under no circumstances shall Borrower have more than sixty (60) days to cure any such Default;

8.1.15 any breach by Borrower under the terms of any other agreement between Borrower (or any Congruent Entity) and Lender (or any Affiliate of Lender), that is not remedied within any grace period provided therein, including any agreement concerning any indebtedness or other obligation of Borrower (or any Congruent Entity) to Lender (or any Affiliate thereof), whether currently existing or entered into after the date of this Agreement;

8.1.16 if Borrower or any Guarantor defaults in any obligation to Lender, whether direct or indirect, absolute or contingent; or

8.1.17 any occurrence of any default under any other loans which Borrower (or any Congruent Entity) may have from Lender (or any Affiliate of Lender) during the term of the Loan, whether existing as of the date hereof or subsequently made (collectively, the

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"Other Loans"). Additionally, an Event of Default under the Loan Documents shall constitute an event of default under the Other Loans.

9. REMEDIES.

9.1 Description.

9.1.1 Upon the occurrence and during the continuation of an Event of Default (other than an Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above) Lender may, in addition to any other rights or remedies available to it pursuant to this Agreement and the other Loan Documents or at law or in equity, take such action, without notice or demand, that Lender deems advisable to protect and enforce its rights against Borrower and in and to the Collateral, including each and all of the following rights and remedies, to the fullest extent permitted by law, and Lender may enforce or avail itself of any or all rights and remedies of a secured party under the Uniform Commercial Code against Borrower, Equity Owner (if applicable) and the Collateral; and upon any Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above, the Debt and all other Obligations shall immediately and automatically become due and payable, without notice or demand, and Borrower hereby expressly waives any such notice or demand, anything contained herein or in any other Loan Document to the contrary notwithstanding.

(a) **Immediate Payment of Obligations**. With or without notice, to declare all Obligations secured by any Loan Document immediately due and payable.

(b) **Cure Default; Protective Advances**. With or without notice, and without releasing Borrower from any Obligation hereunder, to cure any default of Borrower and, in connection therewith, (i) to enter upon the Property in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction, and (ii) to do such acts and things as Lender may deem necessary or desirable to protect the security of the Security Instruments, including advancing funds to maintain, secure or otherwise protect the Collateral, Lender's interest therein or the priority of the Liens granted by the Loan Documents (each a "**Protective Advance**") (all of which shall constitute part of the Debt and be secured by the Security Instruments and other Loan Documents).

(c) **Manage and Operate Property**. To enter upon, possess, manage and operate the Property, or any part thereof, either in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction; to make, terminate, enforce or modify leases of or occupancy agreements for the Property upon such terms and conditions as are satisfactory to Lender and to act in any manner which Lender may deem necessary or desirable in connection therewith; and to make repairs, alterations and improvements to the Property (including, but not limited to, in connection with the Project) that Lender determines to be necessary to protect or enhance the security of the Security Instrument. All sums realized by Lender under this clause (c), less all costs and expenses incurred by it hereunder, including attorneys' fees and costs actually incurred, shall be applied to the indebtedness secured by the Security Instrument in such order of priority as Lender shall determine in its sole and absolute discretion. Neither application of such sums to such indebtedness, nor any other action taken by

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Lender under this clause (c), shall cure or waive any Event of Default or notice of Event of Default or nullify the effect of any such notice.

(d) **Resort to Collateral**. To resort to and realize upon the Collateral and any other security now or hereafter held by Lender in such order and manner as Lender may determine in its sole and absolute discretion. Resort to any or all such Collateral may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

All or any one or more of the rights, powers, privileges and other remedies available to Lender against Borrower or any other Borrower Party under this Agreement or any of the other Loan Documents or at law or in equity, may be exercised by Lender at any time and from time to time, whether or not all or any of the Debt shall be declared due and payable, and whether or not Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Loan Documents with respect to the Collateral. Any such actions taken by Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Without limiting the generality of the foregoing, if an Event of Default is continuing all liens and other rights, remedies or privileges provided to Lender shall remain in full force and effect until Lender has exhausted all of its remedies against the Collateral and the Collateral has been foreclosed upon, sold or otherwise realized upon in satisfaction of the Debt or the Debt has been paid in full.

9.1.2 Without limitation, upon the occurrence and during the continuation of an Event of Default, Lender shall have the right from time to time to partially foreclose upon the Collateral under the Security Instruments and the Equity Owner Pledge (if any).

9.1.3 Any amounts recovered from the Collateral after an Event of Default may be applied by Lender toward the payment of any interest or principal of the Loan or any other amounts due under the Loan Documents in such order, priority and proportions as Lender shall determine in its sole and absolute discretion.

9.2 Remedies Cumulative. The rights, powers and remedies of Lender under this Agreement shall be cumulative and not exclusive of any other right, power or remedy which Lender may have against Borrower or any other Borrower Party pursuant to this Agreement or the other Loan Documents, or existing at law or in equity or otherwise. Lender's rights, powers and remedies may be pursued singly, concurrently or otherwise, at such time and in such order as Lender may determine. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Default or Event of Default shall not be construed to be a waiver of any subsequent Default or Event of Default or to impair any remedy, right or power consequent thereon.

9.3 Power of Attorney. For the purpose of carrying out the provisions and exercising the rights, powers and privileges granted in this Section 9, Borrower hereby irrevocably constitutes and appoints the Lender its true and lawful attorney in fact to execute, acknowledge and deliver any instruments and do and perform any acts such as are referred to in this subsection

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in the name and on behalf of Borrower. This power of attorney is a power coupled with an interest and cannot be revoked, but may only be exercised during the continuance of an Event of Default.

10. MISCELLANEOUS.

10.1 Notices. Except when otherwise required by law, any notice which a party is required or may desire to give the other shall be in writing and may be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as provided below in this Section. Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

If to Borrower: KINGS LANDING FT PIERCE LLC, a Florida limited liability company
3670 Maguire Boulevard, Orlando, Florida 32803
Attention: Mark Rosenwasser

If to Lender: Genesis Capital, LLC, a Delaware limited liability company
15303 Ventura Boulevard, Suite 700
Sherman Oaks, CA 91403
Attention: Lending Department

10.2 Amendments and Waivers. No failure by Lender to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, the Note, each Security Instrument, the Equity Owner Pledge (if applicable) or any other Loan Documents or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver, express or implied, of any such breach or of such covenant, agreement, term or condition. No amendment or waiver of any provision of the Loan Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

10.3 Invalid Provisions. If any provision of any Loan Document is held to be illegal, invalid or unenforceable, such provision shall be fully severable; the Loan Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof; the remaining provisions thereof shall remain in full effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of such Loan Document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

10.4 Expenses; Indemnity.

10.4.1 Borrower shall pay, whether or not the closing of the Loan occurs or any Advance is made to Borrower hereunder, all costs and expenses incurred by Lender or any of its Affiliates, from time to time, including documentation and diligence fees and expenses, all search, audit, appraisal, recording, professional and filing fees and expenses and all other out-of-pocket charges and expenses (including UCC and judgment and tax lien searches and UCC filings and fees for post-Closing UCC and judgment and tax lien searches, if required by Lender), all administrative fees and expenses and attorneys' fees and expenses actually incurred, including, (a) in any effort to enforce, protect or collect payment of any Obligations or to enforce

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any Loan Document or any related agreement, document or instrument, or effect collection hereunder or thereunder, (b) in connection with entering into, negotiating, preparing, reviewing and executing this Agreement and the other Loan Documents and all related agreements, documents and instruments, (c) in connection with instituting, maintaining, preserving, enforcing and foreclosing on Lender's security interests, whether through judicial proceedings or otherwise, (d) in defending or prosecuting any actions, claims or proceedings arising out of or relating to Lender's transactions with Borrower, (e) in seeking, obtaining or receiving any advice with respect to its rights and obligations under this Agreement, any of the other Loan Documents and all related agreements, documents and instruments, (f) in connection with any modification, restatement, supplement, amendment, waiver or extension of this Agreement or any other Loan Document or any related agreement, document or instrument, and all of the same may be charged to Borrower's account and shall be part of the Obligations, or (g) in connection with the administration of the Loan.

10.4.2 Borrower shall indemnify and hold harmless Lender and its Affiliates, officers, partners, directors, employees and agents, from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for Lender in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not Lender shall be designated a party thereto), that may be imposed on, incurred by, or asserted against Lender in any manner relating to or arising out of the transactions contemplated hereby, including (i) any and all present and future stamp and other similar taxes arising out of the transactions contemplated hereby, (ii) any delay or omission (other than to the extent attributable to Lender) to pay such taxes, (iii) environmental liabilities and (iv) any breach by Borrower of its obligations under, or any material misrepresentation by Borrower contained in this Agreement or the other Loan Documents, except in each case, for any such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements arising from the gross negligence or willful misconduct of Lender, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

10.4.3 If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or any of the other Loan Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

10.5 Approvals; Third Parties; Conditions. All approval rights retained or exercised by Lender with respect to leases, contracts, plans, studies and other matters are solely to facilitate Lender's credit underwriting, and shall not be deemed or construed as a determination that Lender has passed on the adequacy thereof for any other purpose and may not be relied upon by Borrower or any other person or entity. This Agreement is for the sole and exclusive use

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of Lender and Borrower and may not be enforced, nor relied upon, by any person or entity other than Lender and Borrower. All conditions of the obligations of Lender hereunder, including any obligation to make advances, are imposed solely and exclusively for the benefit of Lender, its successors and assigns, and no other Person or entity shall have standing to require satisfaction of such conditions or be entitled to assume that Lender will refuse to make advances in the absence of strict compliance with any or all of such conditions, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time in writing in Lender's sole and absolute discretion. Without limitation on the foregoing or Section 10.13 below, wherever this Agreement or any other Loan Document requires Lender's approval or consent (or equivalent), such approval or consent (or equivalent) shall be in writing in Lender's sole and absolute discretion unless otherwise expressly stated.

10.6 Lender Not in Control; No Partnership. None of the covenants or other provisions contained in this Agreement shall, or shall be deemed to, give Lender the right or power to exercise control over the affairs or management of any Borrower Party, the power of Lender being limited to the rights to exercise the remedies referred to in the Loan Documents. The relationship between Borrower and Lender is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between Lender and Borrower or to create an equity in the Collateral or the Property in Lender. Lender neither undertakes nor assumes any responsibility or duty to Borrower or any other Borrower Party or to any other person with respect to the Collateral, the Property, the Project or the Loan, except as expressly provided in the Loan Documents; and notwithstanding any other provision of the Loan Documents: (1) Lender is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of any Borrower Party or its stockholders, members, or partners, and Lender does not intend to ever assume such status; (2) Lender shall in no event be liable for any debts, expenses or losses incurred or sustained by Borrower or any other Borrower Party; and (3) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or any Borrower Party or any of their stockholders, members, or partners. Lender and Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between Lender and Borrower, or to create an equity in the Collateral or the Property in Lender, or any sharing of liabilities, losses, costs or expenses.

10.7 Time of the Essence. Time is of the essence with respect to this Agreement.

10.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender and Borrower and their respective successors and assigns, provided that Borrower shall not, without the prior written consent of Lender, assign any rights, duties or obligations hereunder.

10.9 Renewal, Extension or Rearrangement. All provisions of the Loan Documents shall apply with equal effect to each and every promissory note and all amendments thereof hereinafter executed by Borrower which in whole or in part represent a renewal, extension, increase or rearrangement of the Loan.

10.10 Waivers; Representation by Legal Counsel. No course of dealing on the part of Lender, its officers, employees, consultants or agents, nor any failure or delay by Lender with respect to exercising any right, power or privilege of Lender under any of the Loan

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Documents, shall operate as a waiver thereof. Borrower acknowledges, warrants and represents, in connection with each waiver of any right or remedy of Borrower contained in this Agreement or any other Loan Document, that it has been fully informed with respect to, and represented by counsel of its choice in connection with, such rights and remedies, and all such waivers, and after such advice and consultation, has presently and actually intended, with full knowledge of its rights and remedies otherwise available at law or in equity, to waive or relinquish such rights and remedies to the full extent specified in each such waiver. Borrower acknowledges that it has been advised by Lender to seek the advice of legal counsel in connection with the negotiation and preparation of the Loan Documents. If Borrower has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish Borrower with any defense to the enforcement of Borrower's obligations and Lender's rights under the Loan Documents.

10.11 Cumulative Rights. Rights and remedies of Lender under the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

10.12 Singular and Plural. Words used in this Agreement and the other Loan Documents in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement and the other Loan Documents shall apply to such words when used in the plural where the context so permits and vice versa.

10.13 Phrases; Rules of Construction. When used in this Agreement and the other Loan Documents, (a) the phrase "including" means "including, but not limited to," (b) the phrase "satisfactory to Lender" (or equivalent) means "in form and substance satisfactory to Lender in its sole and absolute discretion in all respects," (c) the phrase "with Lender's consent" or "with Lender's approval" (or equivalent) means such consent or approval (or equivalent) in writing in Lender's sole and absolute discretion, (d) the phrase "acceptable to Lender" (or equivalent) means "acceptable to Lender in Lender's sole and absolute discretion", (e) the word "or" is not exclusive, and (f) the word "prompt" or "immediately" in any form, or words of similar import, when used with reference to any notice required to be given or act to be undertaken by any Borrower Party shall mean notice given or act performed not later than five (5) Business Days after the occurrence of the specified event for which notice or action is required, in each case except as expressly provided otherwise herein or in any other Loan Documents. When the identity of the parties or other circumstances make appropriate in this Agreement and the other Loan Documents, the neuter gender shall include the feminine and masculine, and the singular number shall include the plural. If Borrower is composed of more than one Person, then the Obligations are joint and several; and each covenant, warranty, representation and agreement of Borrower hereunder and thereunder shall be deemed made by each such person or entity comprising Borrower, both individually and collectively.

10.14 Exhibits and Schedules. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

10.15 Titles of Articles, Sections and Subsections. All titles or headings to articles, sections, subsections or other divisions of this Agreement and the other Loan Documents or the exhibits hereto and thereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles,

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sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

10.16 Survival. All of the representations, warranties, covenants, and indemnities hereunder, shall survive the repayment in full of the Loan and the release of the liens evidencing or securing the Loan, and shall survive the transfer (by sale, foreclosure, conveyance in lieu of foreclosure or otherwise) of any or all right, title and interest in and to the Collateral to any party, whether or not an Affiliate of Borrower.

10.17 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THE LOAN DOCUMENTS OR IN ANY WAY RELATING TO THE LOAN OR THE PROPERTY OR THE PROJECT (INCLUDING ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT, AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER THIS AGREEMENT.

10.18 Governing Law; Venue. The Loan Documents are being executed and delivered, and are intended to be performed, in the State of California and the laws of the State of California and of the United States of America shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of the Loan Documents, except to the extent otherwise specified in the Security Instruments or any of the other Loan Documents. Any legal suit, action or proceeding against Borrower arising out of or relating to this Agreement, the Note or any other Loan Document (including the liens and security interests created under the Security Instruments) shall be instituted in any federal or state court located in Los Angeles, California or the state in which the Property is located. Borrower waives any objections which it may have based on venue or forum non conveniens of any such suit, action or proceeding, and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

EACH OF BORROWER AND LENDER HEREBY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY MAIL, PERSONAL SERVICE OR IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW, AT THE ADDRESS SPECIFIED IN SECTION 10.1 (AND AGREES THAT SUCH SERVICE AT SUCH ADDRESS IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER ITSELF IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT).

10.19 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between Lender and Borrower and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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10.20 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. The parties hereto agree that electronic signatures shall be deemed originals and admissible as best evidence for the execution and delivery of this Agreement by the parties hereto.

10.21 Sale, Assignment and Participation. Lender may, at any time, sell, transfer, assign or grant participations in the Loan and any of the Loan Documents or sell, transfer or assign the Loan or any interest therein, without notice to or consent of Borrower or any other Borrower Party. Lender may forward to each participant and prospective participant all documents and information which Lender now has or later may acquire relating to those obligations and to Borrower, and any partners or joint venturers of Borrower, whether furnished by Borrower or otherwise. If, at any time, Lender desires to sell, transfer or grant a participation interest in all or any portion of the Loan and Loan Documents to any third person, Borrower shall furnish in a timely manner any and all information concerning the Property and the Project, and concerning Borrower's, the other Borrower Parties' and the Property's or Project's financial condition, which information is requested by Lender or such person in connection with any such sale, transfer or participation. All such financial information shall be in such form, substance and detail as Lender, or such person, may require.

10.22 Limitation on Liability of Lender's Officers, Employees, Etc. Any obligation or liability whatsoever of Lender which may arise at any time under this Agreement or any other Loan Document shall be satisfied, if at all, out of the Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Lender's shareholders, directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

10.23 Commingling of Funds. No sums collected or retained by Lender shall be deemed to be held in trust; and Lender may commingle any and all such funds or proceeds with its general assets and shall not be liable for the payment of any interest or other return thereon, except to the minimum extent required by law.

10.24 PATRIOT Act Records. Lender hereby notifies Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Borrower Party, which information includes the name and address of each Borrower Party and other information that will allow Lender to identify each Borrower Party in accordance with the PATRIOT Act.

10.25 Confidentiality. Borrower agrees, and agrees to cause each of its Affiliates, (a) to treat this Agreement and all other Loan Documents and all provisions of the Loan Documents confidentially and not to transmit any copy hereof or thereof or disclose the contents hereof or thereof, in whole or in part, to any Person (including any financial institution or intermediary) without Lender's prior written consent, other than to Borrower's members and such members' investors, advisors (including its accountants and attorneys) and officers on a need to know basis and to their respective agents, employees, officers, directors, attorneys, accounts and governmental regulatory authorities, (b) that Borrower shall inform all such Persons who receive information concerning this Agreement or any of the Loan Documents of the confidential nature hereof and thereof and shall direct them to treat the same confidentially and not to disclose it to any other Person, and (c) that each of them shall agree to be bound by these provisions. Lender reserves the right to review and approve all materials that Borrower or any Affiliate prepares that contain Lender's name or describe or refer to this Agreement or any Loan Document or any of the terms hereof or thereof or any of the transactions contemplated hereby or thereby.

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Notwithstanding any other provision of this Agreement or any Loan Document, Borrower shall not, and shall not permit any of its Affiliates to, use Lender's name (or the name of any of Lender's Affiliates) in connection with any of its business operations. Nothing contained in this Agreement or in any of the other Loan Documents is intended to permit or authorize Borrower or any of its Affiliates to make any contract on behalf of Lender. Borrower shall not be deemed in violation of this Section solely because Lender records the Uniform Commercial Code financing statements or other Loan Documents.

11. JUDICIAL REFERENCE.

11.1 Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and further because Borrower and Lender (collectively, the "Parties") wish applicable California State and Federal laws to apply, the Parties desire that their disputes be resolved by a judicial referee applying such applicable laws. The Parties expressly waive trial by jury in any action, suit, or proceeding brought to resolve any dispute, whether sounding in contract, tort or otherwise, arising out of, connected with, related to, or incidental to this Loan Agreement, the Loan, the Note any of the other Loan Documents or the relationship established among the Parties in connection with the Loan Agreement or any related document or the transactions contemplated hereby or thereby (a "Dispute") to the fullest extent permitted by Legal Requirements.

11.2 Accordingly, any Dispute arising out of or in connection with the Loan Agreement or the relationship established among the Parties in connection therewith or any other Loan Document or the transactions contemplated hereby or thereby, shall be resolved pursuant to the provisions for reference and trial by referee (without jury) set forth in California Code of Civil Procedure Section 638 et seq., or any successor statute or statute, court rule, or provision of law containing reasonably similar provisions in accordance with the provisions of this Section 11. The referee ("Referee") shall be a retired or former California or Federal judge residing in the Los Angeles, California area, who is either (i) agreed to by the Parties to a Dispute within fifteen (15) days of the notice by any Party to the other(s) of the intention to invoke this Section 11.2 to resolve the Dispute, or (ii) failing such agreement, is appointed pursuant to California Code of Civil Procedure Section 640, or any successor statute or statute, court rule, or provision of Legal Requirements containing reasonably similar provisions, in an action filed in the Superior Court of Los Angeles County, California.

11.3 The Parties agree that any Party may (and, if necessary, the other Parties shall join in such filing) file with the clerk of the Los Angeles County Superior Court, or with the appropriate judge of such court, any and all petitions, motions, applications or other documents necessary to obtain the appointment of such a Referee immediately upon the commencement of any action or proceeding to resolve any Dispute, and to conduct all necessary discovery and to proceed to a trial as expeditiously as possible. The action shall be conducted and the issues determined in compliance with all judicial rules and all statutory and decisional law of the State of California as if the matter were formally litigated in the Superior Court and not by way of judicial reference. It is the Parties' intention and the Parties and the Referee shall use their best efforts to be certain that (i) discovery be conducted for a period no longer than six (6) months from the date (the "Referee Date") the Referee is appointed (whether by stipulation or by the Superior Court), excluding motions regarding discovery, and (ii) trial be set on a date that is within nine (9) months of the Referee Date. All discovery motions shall be filed with the Referee and served upon the opposing Party no later than the last day of the six-month discovery period; provided, that the Parties agree to grant such reasonable extensions of time necessary to reflect the complexities of the issues presented for resolution. All proceedings, including trial, before the Referee shall

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be conducted at a neutral location (unless otherwise stipulated by the Parties) within twenty-five (25) miles of the downtown Los Angeles County Superior Court. The Parties agree that said Referee shall be a judge for all purposes (including, without limitation, (x) ruling on any and all discovery matters and motions and any and all pretrial or trial motions, (y) setting a schedule of pretrial proceedings, and (z) making any other orders or rulings a sitting judge of the Superior Court would be empowered to make in any action or proceeding in the Superior Court). Any matter before the Referee shall be governed by the substantive law of California, its Code of Civil Procedure, Rules of Court, Evidence Code, and such other statutes or rules which would be applicable if the matter were tried in the Superior Court, except as otherwise specifically agreed to by the Parties and approved by the Referee. The Parties intend this general reference agreement to be specifically enforceable in accordance with the California Code of Civil Procedure. Any decision of the Referee or judgment or other order entered thereon shall be appealable to the same extent and in the same manner that such decision, judgment, or order would be appealable if rendered by a judge of the Los Angeles County Superior Court. The Referee shall in his/her statement of decision set forth his/her findings of fact and conclusions of law.

11.4 During the pendency of any action or proceeding respecting a Dispute, and before the entry of any judgment therein, each of the parties to such action or proceeding shall bear equal shares of the fees, charges and costs incurred by the Referee in connection with performing the services provided in this Section. The compensation of the Referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the Referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee. If a court reporter is requested by either party, then such reporter shall be present at all proceedings, and the fees of such reporter shall be borne by the party requesting such reporter. Such fees shall be an item of recoverable costs.

11.5 Notwithstanding the foregoing and anything to the contrary herein, in the event of a default by Borrower under this Loan Agreement, Lender shall have the unilateral right to exercise its remedies in its sole and absolute direction, and under such circumstances, Lender can choose in its sole discretion to pursue resolution by Referee (as provided herein) or not and Borrower hereby waives any right to enforce the judicial reference provisions of this Loan Agreement if contrary to the choice of Lender.

Nothing in this Section 11 shall prejudice the right of any Party to obtain provisional relief or other equitable remedies as shall otherwise be available under the Code of Civil Procedure or applicable Court rules.

BORROWER AND LENDER EACH ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THE LOAN AGREEMENT AND MAKING THE LOAN.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

LENDER:

GENESIS CAPITAL, LLC,
a Delaware limited liability company

DocuSigned by:
Candice Shih
By: _____
56834763A4BC440...
Name: Candice Shih
Title: Authorized Signatory

BORROWER:

KINGS LANDING FT PIERCE LLC,
a Florida limited liability company
By: KINGS LANDING FT PIERCE GP LLC,
a Florida limited liability company, its Member and Manager

DocuSigned by:
Mark Rosenwasser
By: _____
EF5E02A3FD994F9...
Mark Rosenwasser, Manager

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Exhibit A

Definitions

"**Advance**" means (A) a borrowing under the Loan to (i) fund the Initial Advance on or around the Closing Date, or (ii) fund a Construction Advance in each case in accordance with the terms and limitations of this Agreement, or (B) any other advances of the Loan made by Lender for the purpose of making a Protective Advance, to the extent such Protective Advance is permitted under the terms of this Agreement or any of the other Loan Documents. Any other amounts paid by Lender on behalf of Borrower or any Affiliate permitted under any Loan Document shall also be an Advance for purposes of this Agreement.

"**Advance Request**" means a written request from Borrower for an Advance in form and substance acceptable to Lender, which request shall be executed and delivered by Borrower (together with any supporting documentation reasonably required by Lender) in connection with the funding of such Advance.

"**Affiliate**" of any Person means any other Person directly or indirectly controlling, controlled by, or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns 10% or more of any class of voting securities (or other ownership interests) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract, or otherwise.

"**Agreement**" means this Agreement, as amended from time to time.

"**Appraiser**" means an appraiser designated by Lender or accepted by Lender from time to time.

"**Borrower Party**" means, individually and collectively, as the context may require, Borrower, Equity Owner and Guarantor.

"**Borrower Principals**" means, collectively, Mark Rosenwasser, an individual, and Samuel Weiss, an individual.

"**Business Day**" means any day except a Saturday or Sunday or any other day on which commercial banks in New York, New York are authorized or required by law to close.

"**Carveout Guaranty**" means a guaranty or indemnity agreement of any Indebtedness containing customary "**bad act**" carveouts, such as fraud, misappropriation, environmental matters, breach of representation or warranty, misapplication and certain actions pertaining to bankruptcy, insolvency, transfers of collateral and substantive consolidation but which does not guarantee payment of Indebtedness independent of such "**bad acts**"; provided, however, at any time that a claim has been made under such a guaranty or indemnity agreement (which has not been satisfied), such guaranty or indemnity agreement, as applicable, shall not be considered a Carveout Guaranty, to the extent that such claim is (a) a liability of the relevant guarantor or indemnitor for GAAP purposes.

"**Change Order**" means any amendment, supplement or other modification in any respect to any Project Document.

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"**Collateral**" means all collateral encumbered by any of the Loan Documents.

"**Committed Loan Funds**" means the amount of Loan funds Lender has committed to make available to the Project over the remaining term of the Loan, as of such date of determination. As of the date hereof, the Committed Loan Funds are as set forth in the Loan Budget.

"**Complete**" (and the lower-case version thereof) shall mean, with respect to any of the work constituting the Project for the Property, that (a) such work is substantially completed in accordance with the Lender-approved Plans and Specifications and all Legal Requirements, subject only to the completion of minor punch-list items that do not limit the use or occupancy of any portion of the Property for its intended purposes, (b) if required by Legal Requirements, a final certificate of occupancy (or similar document or certificate) has been obtained, evidencing that full use of the Property for its intended purposes has been authorized by all applicable Governmental Authorities, (c) subject to any contest rights contained herein, the Property is free of all mechanics', materialmen's, and other similar liens (or such liens have otherwise been bonded over to Lender's satisfaction), (d) the eradication of any and all outstanding municipality requirements affecting the Property, whether initiated by the Borrower, any Guarantor, any contractor, or any affiliate of (or predecessor-in-interest to) Borrower, Guarantor or any applicable contractor, and (e) Lender has received copies of all warranties from suppliers covering materials, equipment and appliances included within the applicable component of the work. The terms "Completed" "Completing" and "Completion" (and lower-case versions thereof) shall have the same meaning when used in the Loan Documents.

"**Completion Date**" - means 1/1/2027, the date by which construction of the work constituting the Project must be Complete.

"**Construction Advance**" means each Advance made by Lender, which Advance is made for the purpose of funding Project Expenditures for the completion of the Project.

"**Congruent Entity**" means any entity in which all of the Borrower Principals own an interest, and which, the Borrower Principals, in the aggregate, own (either directly or indirectly) all of the beneficial, voting, membership, partnership, stock or other ownership interests therein. For the purpose of this definition, any interest owned by the spouse of a Borrower Principal or any trust for the benefit of such Borrower Principal (or spouse), shall be deemed to be owned by such Borrower Principal.

"**Construction Documents**" means each Design Professional Agreement, the General Contractor Agreement, and each Trade Contract, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Debt**" means the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note or any other Loan Document.

"**Default**" means the occurrence of any event or condition hereunder or under any other Loan Document that, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

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"**Deposit Account Control Agreement**" means a deposit account control agreement, in form and content acceptable to Lender, among Borrower, Lender and a deposit bank approved by Lender, in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Design Professional**" means any architect, engineer, or other design professional engaged by (or on behalf of) Borrower with respect to the design or engineering of the Property.

"**Design Professional Agreement**" means any agreement between Borrower and any Design Professional, each as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Design Professional Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by any applicable Design Professional with respect to the related Design Professional Agreement.

"**Embargoed Person**" means any Person subject to trade restrictions under any Federal Trade Embargo.

"**Equity Owner**" means, individually and collectively, as the context may require, (i) the Person or Persons owning, directly or indirectly, through any contract, agreement, arrangement, understanding, relationship or otherwise, any class of voting securities (or other ownership interests) of Borrower, and (ii) the Person or Persons possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Borrower, whether through ownership of stock, by contract, or otherwise.

"**Equity Owner Pledge**" means a Membership Interest Pledge in form and content acceptable to Lender executed by Equity Owner in favor of Lender, which secures Borrower's Obligations, and any and all amendments or supplements thereto or replacements thereof.

"**Event of Default**" shall have the meaning ascribed to it in Section 8.1.

"**Federal Trade Embargo**" means any federal law imposing trade restrictions, including (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended), (ii) the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq., as amended), (iii) any enabling legislation or executive order relating to the foregoing, (iv) Executive Order 13224, and (v) the PATRIOT Act.

"**Financial Covenants**" shall have the meaning set forth in Exhibit D.

"**Force Majeure Event**" shall mean the occurrence of any of the following events: (i) acts of declared or undeclared war by a foreign enemy; (ii) riots; (iii) casualty or condemnation; (iv) floods or hurricanes; (v) earthquakes; (vi) acts of God; (vii) governmental preemption in the case of a national emergency; (viii) unavailability of materials to the extent not within the reasonable control of Borrower; (ix) strikes, lockouts or other labor trouble; (x) pandemic; (xi) governmentally mandated closures or work stoppages; (xii) changes in Legal Requirements; and (xiii) any other event or circumstance not within the reasonable control of Borrower, but "Force Majeure Event" shall not include delays, stoppage or any other interference with the construction of any improvements caused by insolvency, bankruptcy or any lack of funds of Borrower, and provided

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further, that in no event will any one or more Force Majeure Events extend the Completion Date by more than a total of ninety (90) days.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), or in such other statements by such entity as may be in general use by significant segments of the U.S. accounting profession.

"**General Contractor**" means a general contractor with a valid contractor's license in the state where the Property is located and that has been approved by Lender, which approval shall not be unreasonably withheld.

"**General Contractor Agreement**" means a guaranteed maximum price construction contract between Borrower and General Contractor for the completion of the Project in accordance with the Plans and Specifications, and consistent with the Loan Budget, in form and content reasonably acceptable to Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**General Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by a General Contractor with respect to a General Contractor Agreement.

"**Governmental Authority**" means any and all governments, public or quasi-public authorities, courts or any and all agencies, authorities, bodies, bureaus, departments, or instrumentalities of any government.

"**Guarantor**" means individually and collectively, as the context may require, and jointly and severally, Samuel Weiss, Mark Rosenwasser, , and any additional Persons (other than Equity Owner) who may sign any guaranty or indemnity in favor of Lender in connection with the Loan.

"**Guaranty**" means, individually and collectively, as the context may require, that certain Repayment Guaranty of even date herewith by Guarantor in favor of Lender, that Completion Guaranty of even date herewith by Guarantor in favor of Lender, that certain Carveout Guaranty of even date herewith by Guarantor in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Hard Costs**" means, collectively, all costs and expenses set forth in the Loan Budget, which are denominated therein as "**hard costs**".

"**Hazardous Materials**" means any chemical, substance, object, condition, material or waste that is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosivity, flammability, reproductive toxicity, infectiousness or other harmful properties or effects, including all chemicals, substances, materials and wastes that are now or hereafter may be regulated in any manner, classified as dangerous, hazardous or toxic, or as pollutants or contaminants, or to which exposure is prohibited or restricted by any federal, state or local government or public agency, board, body or authority or by any Hazardous Material Law. "Hazardous Materials" include flammable explosives, radioactive materials, polychlorinated biphenyls, asbestos, hazardous waste, radon, toxic substances or other related materials whether

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in the form of a chemical, element, compound, solution, mixture or otherwise, including those materials defined as "hazardous substances", "hazardous materials", "toxic substances", "air pollutants", "toxic pollutants", "hazardous wastes", "extremely hazardous waste" or "restricted hazardous waste" by any Hazardous Materials Law.

"**Hazardous Materials Law**" means any federal, state, or local law, ordinance or regulation or any rule adopted or guideline promulgated pursuant thereto, or any order, ruling or directive of any federal, state, local, executive, judicial, legislative, administrative or other governmental or public agency, board, body or authority relating to health, industrial hygiene, the environment, or the occupational or environmental conditions on, under or about the Property (including ambient air, soil, soil vapor, groundwater, surface water or land use), whether now or hereafter in force, including those relating to the release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property. "Hazardous Materials Law" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Carpenter Presley Tannel Hazardous Substance Account Act, and similar laws of any state in which the Property is located, as the same are now or hereafter amended.

"**Indebtedness**" of a Person means such Person's (i) obligations for borrowed money; (ii) obligations representing the deferred purchase price of property or services (other than accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade); (iii) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from property now or hereafter owned or acquired by such Person; (iv) obligations which are evidenced by notes, acceptances, or other instruments; (v) obligations of such Person to purchase securities or other property arising out of or in connection with the sale of the same or substantially similar securities or property; (vi) capitalized lease obligations; (vii) the Loan; (viii) letters of credit; (ix) off-balance sheet liabilities; (x) sale and leaseback transactions; and (xi) any other obligation for borrowed money or other financial accommodation which in accordance with GAAP would be shown as a liability on the consolidated balance sheet of such Person.

"**Indemnity**" means that certain Hazardous Substances Indemnity Agreement of even date herewith by Borrower and Guarantor (if applicable) in favor of Lender, and any and all amendments thereto.

"**Initial Advance**" means the first Advance made by Lender on or around the Closing Date.

"**Legal Requirements**" means all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting any Borrower Party or the Property or any part thereof or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including the Americans with Disabilities Act of 1990, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Borrower, at any time in force affecting any Borrower Party or the Property or any part thereof, including any which may (i) require repairs, modifications or alterations in or to the Property or any part thereof, or (ii) in any way limit the use and enjoyment thereof.

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"**Lien**" means any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer of, on or affecting the Property, the Collateral or any portion thereof or interest therein, or any Borrower Party or any interest therein, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

"**Loan**" has the meaning provided in Recital A.

"**Loan Budget**" - means the budget attached hereto as Exhibit C, as the same may be amended, modified, supplemented or replaced from time to time, which budget sets forth the costs and expenses to be incurred in connection with the Completion by Borrower of the Project and is subject to the approval of Lender.

"**Loan Documents**" means each and all of: (a) this Agreement, (b) the Note, (c) the Indemnity, (d) each Guaranty, (e) the Equity Owner Pledge (if any), (f) the Deposit Account Control Agreement (if any), (g) Uniform Commercial Code financing statements relating to Borrower's interest in the Property and, to the extent Lender requires the execution of the Equity Owner's Pledge, the Equity Owner's interest in Borrower, (h) the Security Instrument, (i) all other documents evidencing, securing, governing or otherwise pertaining to the Loan, whether now or hereafter entered into, and (j) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing.

"**Material Adverse Effect**" means a material adverse effect upon (i) the business, reputation, financial condition, results of operations or properties of Borrower or any other Borrower Party, (ii) the ability of any Borrower Party to perform its obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents or the rights and remedies of Lender under the Loan Documents.

"**Maturity Date**" means 1/1/2027

"**Note**" means that certain Promissory Note of even date herewith, in the maximum principal amount of up to $6,417,600.00, executed by Borrower and payable to the order of Lender in evidence of the Loan, and any amendments or supplements thereto or any renewals or replacements thereof.

"**Obligations**" means, collectively, Borrower's obligations for the payment of the Debt and the performance of all obligations of Borrower contained in the Loan Documents.

"**OFAC List**" means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any applicable governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities, including trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

"**PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001), as amended from time to time.

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"**Permitted Encumbrances**" means any exceptions listed on the Title Policy and approved by Lender, but shall not include any monetary liens or encumbrances other than Taxes.

"**Person**" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust, or other entity or organization, or any government or political subdivision or any agency, department, or instrumentality thereof.

"**Plans and Specifications**" means the plans and specifications for the Completion of the Project (including a description of the materials, equipment and fixtures necessary for the Completion of the Project), prepared or to be prepared by (or on behalf of) Borrower after the Closing Date, including any other architectural, structural, foundation and elevator plans and specifications prepared by a Design Professional and any other mechanical, electrical, plumbing and fire protection plans and specifications prepared by any Person retained or to be retained by Borrower, the applicable Design Professional or the General Contractor, approved in writing by Lender (to the extent such approval is required by the terms of this Agreement), in each case, as the same may be amended by Change Orders applicable thereto that are permitted under this Agreement.

"**Project**" means the Completion of all capital improvements, which capital improvements are described in the Loan Budget, all completed in accordance with the Plans and Specifications that have been submitted to and approved by Lender, the Loan Budget, and all applicable Legal Requirements.

"**Project Documents**" means collectively, all Construction Documents, the Plans and Specifications, the Loan Budget, the Project Permits and the Project Schedule for the Project, as any of the foregoing may be amended, replaced, supplemented or otherwise modified from time to time in accordance with the terms and conditions of this Agreement.

"**Project Expenditure**" means costs and expenses incurred in connection with the Completion by Borrower of the Project in accordance with the Loan Budget, including interest and carrying costs.

"**Project Permits**" means collectively, all authorizations, consents and approvals, licenses and permits given or issued by Governmental Authorities, which are required for the Completion of the Project in accordance with all Legal Requirements and the Plans and Specifications for the Project, and for the performance and observance of all obligations and agreements of Borrower contained herein or in the other Loan Documents relating to the Completion of the Project, as the same may be amended, replaced, supplemented, assigned or otherwise modified from time to time in accordance with the terms of this Agreement and applicable Legal Requirements.

"**Project Schedule**" means the schedule for the projected progress of the Completion of the Project, setting forth a construction progress schedule reflecting, among other things, the anticipated dates of completion, which shall include, without limitation, a trade-by-trade breakdown of the estimated periods of commencement and completion of the specific work to be completed in connection with the Completion of the Project substantially in accordance with the Plans and Specifications and Legal Requirements, as the same may be amended, restated, replaced, supplemented, updated or otherwise modified from time to time in accordance with the terms of this Agreement or otherwise with the approval of Lender, which approval shall not be unreasonably withheld.

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"**Property**" means that certain real property located at 215 Kings Lane, Fort Pierce, FL 34950, 115 Kings Lane, Fort Pierce, FL 34950; 135 Kings Lane, Fort Pierce, FL 34950; 145 Kings Lane, Fort Pierce, FL 34950; 155 Kings Lane, Fort Pierce, FL 34950; 165 Kings Lane, Fort Pierce, FL 34950; 175 Kings Lane, Fort Pierce, FL 34950; 185 Kings Lane, Fort Pierce, FL 34950; 195 Kings Lane, Fort Pierce, FL 34950; 205 Kings Lane, Fort Pierce, FL 34950; 125 Kings Lane, Fort Pierce, FL 34950; and 225 Kings Lane, Fort Pierce, FL 34950 as more particularly described in Exhibit B attached hereto, together with the improvements and all appurtenances now or hereafter located on such real property (including any Units described on Exhibit E attached hereto).

"**Recourse Guaranty**" means, for any Person, any guaranty or indemnity agreement of Indebtedness by such Person that is not a Carveout Guaranty.

"**Reserve Account**" means, any reserve or escrow account established under the Loan Documents from time to time, which reserve or escrow account may be established, at Lender's discretion, by reserving a portion of the outstanding principal balance of the Loan for such account.

"**Retainage**" means an amount equal to the greater of (a) ten percent (10%) of the total amount payable under the applicable General Contractor Agreement and any Trade Contract, as applicable, for the Project and (b) the actual retainage amount specified in such General Contractor Agreement and any Trade Contract, as applicable, for the Project.

"**Security Instrument**" means a Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, in either case executed by Borrower for the benefit of Lender encumbering a Property.

"**Site Assessment**" means an environmental site assessment (including all drafts thereof) of the Property of such scope as may be reasonably requested by Lender (including, without limitation, the taking of soil borings and air and groundwater samples and other above and below ground testing) and otherwise in form and substance acceptable to Lender, prepared by an environmental engineer approved in advance by Lender in writing, with errors and omissions insurance coverage reasonably acceptable to Lender.

"**Soft Costs**" means, collectively, all costs and expenses set forth in the Loan Budget for the applicable Project, which are denominated therein as "soft costs".

"**Stored Materials**" means materials purchased by Borrower on or prior to the date of an Advance Request for use in the completion of the Project that is the subject of such Advance Request, but either (i) stored at the Property that is the subject of the Project or a bonded warehouse, and not yet installed or incorporated into the Project or (ii) not yet delivered to such Property nor stored in a bonded warehouse. Stored Materials shall cease to be Stored Materials only when the same are installed or incorporated into the Project.

"**Stored Materials Conditions**" means that Lender shall have: (a) reasonably determined that the applicable Stored Materials are appropriate for purchase during the then current stage of completion of the Project for which such Stored Materials have been purchased; (b) received evidence that the applicable Stored Materials have been paid for and are owned by (or upon payment of the amounts to be disbursed in connection with the applicable Advance Request shall be paid for and owned by) Borrower free of all liens or claims of the vendor or any third party (provided, however, that Borrower shall be permitted to submit a request for an Advance, in the discretion of Lender, with respect to deposits and down payments for Stored Materials to the

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extent approved by Lender in its sole discretion); (c) reasonably determined that Lender has a perfected, first-priority security interest in such Stored Materials; (d) received a certification by any applicable Design Professional that it has inspected such Stored Materials and they are in the condition required under the applicable Trade Contract(s); (e) received evidence reasonably satisfactory to Lender that all such Stored Materials are insured against casualty, loss and theft in an amount at least equal to their replacement costs, and that Lender is named as an additional insured and loss payee with respect thereto; (f) received evidence that the applicable Stored Materials are or will be securely stored (i) on site at Property upon which such Stored Materials will be utilized (and Lender shall have reasonably determined that such Stored Materials kept on such Property are not in excess of such building equipment and materials as would be kept at a property under construction in accordance with good construction practice for current installation or incorporation), or (ii) in a bonded warehouse (or other location reasonably acceptable to Lender) off-site properly inventoried and clearly stenciled or otherwise marked to indicate that they are the property of Borrower, and that the warehouse or other location has been notified that Lender has a security interest in the subject Stored Materials, and Lender shall have received from Borrower the original warehouse receipt therefor, if applicable, or received a copy of the agreement with the supplier or fabricator of such Stored Materials; and (g) without limiting the foregoing, as to any materials not yet delivered to such Property, received proof of payment reasonably satisfactory to Lender from the supplier or fabricator of such materials, the cost of which is, in whole or in part, payment for all amounts covered by any prior Advance Request.

"**Subsequent Advance**" means any Advance after the Initial Advance.

"**Taxes**" means all taxes, assessments, levies and charges imposed by any Governmental Authority having jurisdiction over the Property, which are or may affect, or become a lien upon, such Property, or the rents, royalties, profits and income of the Property, or interest therein, or imposed by any Governmental Authority upon Borrower or Lender by reason of their respective interests in the Property or by reason of any payment, or portion thereof, made to Lender hereunder or pursuant to any Obligation secured by any of the Loan Documents (including all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against the Property or part thereof, together with all interest and penalties thereon), other than taxes which are measured by and imposed upon Lender's general net income.

"**Title Policy**" means an ALTA (or the relevant state equivalent in any state in which ALTA is not the commercial standard) extended Lender's title insurance policy in the amount of the Loan, with such endorsements as Lender may require, containing no exceptions to title (printed or otherwise) that are unacceptable to Lender, and insuring that Lender has a first priority Lien on the Property.

"**Trade Contract**" means any agreement, contract or purchase order between Borrower, an Affiliate of Borrower or General Contractor, on the one hand, and any Trade Contractor, on the other hand, pursuant to which such Trade Contractor agrees to provide labor, materials, equipment or services in connection with the Completion of the Project, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Trade Contractor**" means any Person that is a contractor, subcontractor, sub-subcontractor, supplier or provider of labor, materials, equipment or services in connection with the Completion of the Project.

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"**Trade Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by each Trade Contractor for the Project with respect to its related Trade Contract.

"**Transfer**" means to voluntarily or involuntarily upon death, dissolution or by any other operation of law, sell, assign, convey, transfer, pledge, encumber or otherwise dispose of, or where used as a noun, a sale, assignment, conveyance, transfer, pledge, encumbrance or other disposition.

"**Uniform Commercial Code**" means (a) with respect to the Property, the Uniform Commercial Code as in effect in the state where such Collateral is located, and (b) with respect to the ownership interests in Borrower, the Uniform Commercial Code as in effect in the State of California (except for matters which the Uniform Commercial Code of the State of California provides shall be governed by the Uniform Commercial Code in effect in any other state, in which case "**Uniform Commercial Code**" shall mean the Uniform Commercial Code as in effect from time to time in such other state), in each case as amended from time to time.

"**Unit**" shall have the meaning ascribed to it in Exhibit E attached hereto.

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Exhibit B

Legal Description

The Land referred to herein below is situated in the County of St. Lucie, State of Florida and is described as follows:

All that certain land described in the Plat of Villas at Kings Landing, recorded in Plat Book 119, Pages 11 and 12, Public Records of St. Lucie County, Florida.

Parcel IDs: 2410-513-0010-000-3, 2410-513-0011-000-0, 2410-513-0009-000-3, 2410-513-0008-000-6, 2410-513-0007-000-9, 2410- 513-0006-000-2, 2410-513-0012-000-7, 2410-513-0001-000-7, 2410-513-0005-000-5, 2410-513-0004-000-8, 2410-513-0003-000-1, 2410-513-0002-000-4

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Exhibit C

Loan Budget

Category	Cost Code	Notes	Total Budget	Cost Spent	Go-Forward Loan 1
Grading	Grading		$45,000.00	$0.00	$45,000.00
4200 Plumbing	3600 Plumbing - Draw 1 - Rough	Mechanical One	$34,272.00	$0.00	$34,272.00
2150 Dumpster Service	1492 Dumpster	estimated 20yd for 8 mos (est 7 pulls, at est 5 ton	$20,970.00	$0.00	$20,970.00
2160 Temporary Toilets	1491 Port-o-let	est 8 mo with weekly clean (through WastePro)	$3,240.00	$0.00	$3,240.00
2250 Masonry	4100 Block Walls		$270,276.00	$0.00	$270,276.00
2200 Foundation- Concrete	2100 Slab		$139,237.00	$0.00	$139,237.00
TOTAL SLAB			$612,986.00	$0.00	$612,986.00
4150 HVAC	3800 Mechanical - Draw 1 - Rough	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	3700 Electrical - Draw 1 - Rough	Mechanical One	$44,964.00	$0.00	$44,964.00
2400 Termite Protection	2410 Termite Shield	Boracare STARK/Arrow per sqft per Tara	$1,194.15	$0.00	$1,194.15
			$0.00	$0.00	$0.00
0000 Sprinkler & Fire Alarm System		do not need	$0.00	$0.00	$0.00
3200 Truss System	3140 Trusses / Floor Joists	CCA Todd	$57,450.00	$0.00	$57,450.00
3300 Framing Labor	3100 Framing	United Contractors	$343,646.00	$0.00	$343,646.00
TOTAL INTERIOR FRAMING			$481,174.15	$0.00	$481,174.15
			$0.00	$0.00	$0.00
3350 Window & Door Supplier	4500 Windows & Entry Door	JBR	$218,964.00	$0.00	$218,964.00
3500 Roofing Turnkey	4010 Roofing	Sunshine Roofing	$205,708.00	$0.00	$205,708.00
3530 Soffit	3530 Soffit / Fascia	Gutter Guy of Treasure Coast 12/12 labor and install pt outriggers (2x4), 1X6 T&G & 1x3 pt fascia	$42,750.00	$0.00	$42,750.00
5260 Stucco	4210 Stucco Package	Shell Systems Stucco 8/9/24 - (building C still needed for EST-$ entered is rough)	$98,799.90	$0.00	$98,799.90
3600 Garage Door	4570 Garage Doors	rick d&d-luxury line,	$25,488.00	$0.00	$25,488.00
TOTAL WINDOWS/ DOORS/ ROOF			$681,708.90	$0.00	$681,708.90
5100 Flooring	Flooring, tile, decking, backsplash	Barry Neal	$241,043.20	$0.00	$241,043.20
4150 HVAC	5800 Mechanical - Draw 2 - Trim	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	5850 - Electrical Fixtures	Mechanical One	$28,751.70	$0.00	$28,751.70
4200 Plumbing	3650 Plumbing - Draw 2 - Tubset	Mechanical One	$25,704.00	$0.00	$25,704.00
4450 Insulation	4700 Insulation	Daniel Insulation	$75,537.00	$0.00	$75,537.00
4300 Electrical	5700 Electrical - Draw 2 - Trim	Mechanical One	$29,736.00	$0.00	$29,736.00
6100 Interior Trim & Doors Supplier	6102 Interior Trim Material	ABS	$129,994.19	$0.00	$129,994.19
6200 Interior Trim Labor	4860 Trim Labor	INCLUDED ABOVE	$0.00	$0.00	$0.00
	Inspections	WEINTRAUB	$6,450.00	$0.00	$6,450.00
6300 Painting	4900 Paint Interior / Exterior	L and Jim Painting - per sqft. If upgrade to satin or eggshell finish, add .40/sf	$57,915.74	$0.00	$57,915.74
TOTAL DRYWALL			$828,061.83	$0.00	$828,061.83
Decking	Trex Decking	BFS	$53,172.60	$0.00	$53,172.60
5300 Flat Concrete	6200 Driveway / Sidewalk	Alliance Pavers	$23,624.16	$0.00	$23,624.16
5450 Landscaping	6100 Sod / Plants / Grading	Down2Earth (not including sod-sq ft not on plans)	$83,744.61	$0.00	$83,744.61
5450 Landscaping	6110 Irrigation	Down2Earth	$13,505.25	$0.00	$13,505.25
			$0.00	$0.00	$0.00
4200 Plumbing	5600 Plumbing - Draw 3 - Final	Mechanical One	$79,044.00	$0.00	$79,044.00
4500 Drywall Turnkey	5010 Drywall	Vatos Drywall	$89,166.00	$0.00	$89,166.00
6360 Cabinets Turnkey	5400 Cabinets	Kitchen Art of South Florida	$123,712.00	$0.00	$123,712.00
6430 Countertop	5420 Countertops	Kissa with Kroner USA	$82,031.62	$0.00	$82,031.62
6300 Painting	5920 Paint Final	L&Jim	$17,288.00	$0.00	$17,288.00
6300 Painting	5921 Paint Touch Up	L&Jim	$17,288.00	$0.00	$17,288.00
6650 Specialties	5250 Shelves / Mirrors / Hardware	Everlasting Image	$73,658.99	$0.00	$73,658.99
6650 Specialties	5260 Blinds	Blinds By Jason	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00
6800 Appliances Supplier	5500 Appliances	Aggressive appliances	$123,382.37	$0.00	$123,382.37
	Gas	Mechanical 1	$19,369.98	$0.00	$19,369.98
6900 Cleaning	6010 Cleans	Road Brothers	$4,918.44	$0.00	$4,918.44
6900 Cleaning	6013 Power Washing	per request (one generally scheduled after trades)	$480.00	$0.00	$480.00
			$0.00	$0.00	$0.00
	Elevators	Southeast Elevators	$201,540.00	$0.00	$201,540.00
	PAVERS-pre con for street pavers	(Alliance Pavers quote for main street pavers)	$156,075.00	$0.00	$156,075.00
	Balcony and Railings	TNT EST	$193,520.00	$0.00	$193,520.00
	Perimeter Walls		$73,680.00	$0.00	$73,680.00

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TOTAL FINAL			**$1,429,201.02**	**$0.00**	**$1,429,201.02**
				$0.00	$0.00
Total Brick & Mortar			**$3,844,131.90**	**$0.00**	**$3,844,131.90**
Permit & Impact Fees		Approx $20,000/Unit	$120,000.00	$ 1,832.90	$118,167.10
HOA Deficit Funding		Approx $2,000/Unit	$12,000.00	0	$12,000.00
Total Vertical Cost			**$3,776,131.90**	**$ 1,832.90**	**$3,774,298.00**
Plans & Design			$3,975.00	$3,975.00	$0.00
Insurance Costs			$60,000.00	$0.00	$60,000.00
Soft Costs			$997.50	$997.50	$0.00
Site Work Permit Renewal			$5,574.32	$5,574.32	$0.00
Total Horizontal Site Work			$790,308.00	$421,297.92	$369,010.08
Site Work Bond			$17,982.09	$17,982.09	$0.00
Vertical Bond	Est. 2% of Total Brick & Mortar		$122,865.00	0	$122,865.00
Total Project Cost (Less contingency & GC Fee)			**$4,777,833.81**	**$451,668.73**	**$4,326,174.08**
GC Fee			**$734,486.63**	**$ 85,051.85**	**$ 688,443.98**
Contigency			**$319,860.79**	**$0.00**	**$319,860.79**
TOTAL TOTAL			**$5,831,980.23**	**$516,711.38**	**$5,315,268.85**

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Exhibit D

Financial Covenants

"**Financial Covenants**" means Borrower and Guarantor shall, at all times, comply with the following: Liquidity shall not be less than $1,500,000.00, which financial covenant shall be calculated on a quarterly basis within 30 days of each fiscal quarter end.

"**Liquidity**" means (a) unencumbered cash and cash equivalents of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, and (b) marketable securities of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, each valued in accordance with a cash basis accounting method, GAAP (or other principles acceptable to Lender), as determined by Lender in its sole discretion.

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Exhibit E
Multiple Unit Provisions

1. Units. The Property consists of ten (10) lots (each, a "**Unit**"). The total Loan amount shall be allocated across the Units.

2. Partial Release. At any time prior to the Maturity Date, Lender shall, at Borrower's request, issue a partial reconveyance (a "**Partial Release**") from the lien of the Security Instrument of one or more of the Units (a "**Released Property**") that Borrower has proposed to sell or refinance, with Lender's approval; provided, however, that prior to or simultaneously with each such Partial Release all of the following conditions shall be satisfied:

   a. No Default and no Event of Default exists;

   b. Borrower provides Lender at least thirty (30) days' prior to the anticipated closing date of a Released Property Sale or Released Property Financing, a written request for such release together with any documents related thereto (including the sales agreement, or evidence satisfactory to Lender of Borrower entering into a new financing agreement with an unaffiliated, bona fide third party, as applicable);

   c. Lender shall have received any and all sums then due and owing under the Loan Documents together with all escrow, closing and recording costs, the costs of preparing and delivering such Partial Release and the cost of any title insurance endorsements required by Lender;

   d. Lender shall have received evidence satisfactory to Lender that (i) the Released Property to be reconveyed and the portion of the Property which shall remain encumbered by the Security Instrument are each legal parcels lawfully created in compliance with all subdivision laws and ordinances and, at Borrower's sole cost, Lender shall have received any title insurance endorsements to that effect requested by Lender; and (ii) that the portion of the Property which shall remain encumbered by the Security Instrument have the benefit of all utilities, easements, public and/or private streets, covenants, conditions and restrictions as may be necessary, in Lender's sole opinion, for the anticipated development and improvement thereof;

   e. For (A) each Unit (excluding 125 Kings Lane, Fort Pierce, FL 34950 (Lot 9) and 115 Kings Lane, Fort Pierce, FL 34950 (Lot 10)) to be reconveyed, Lender shall have received funds in an amount for each Released Property equal to 115% of par value of the Released Property, as shown below, (B) Lot 9 to be reconveyed, Lender shall have received funds in an amount equal to $1,200,000.00 and (C) Lot 10 to be reconveyed, Borrower must sell Lot 10 to an unaffiliated, bona fide third party, for the avoidance of doubt, that certain Seller Purchase and Sale Agreement dated January 17th 2025 between Borrower and Deborah Phillips Downs is considered a sale to a bona fide third party and will fulfill the release condition for a sale of Lot 10. (the "**Release Price**"):

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Address	Sq Feet	ARV	Allocation %	Allocation $	115%
165 Kings Lane - Lot 5 / Building B - Unit 1	2,186	1,595,780	18.06%	1,158,744.63	1,332,556.32
155 Kings Lane - Lot 6 / Building B - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
145 Kings Lane - Lot 7 / Building C - Unit 1	2,146	1,566,580	17.73%	1,137,541.62	1,308,172.86
135 Kings Lane - Lot 8 / Building C - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
125 Kings Lane - Lot 9 / Building D - Unit 1	2,243	1,200,000	13.58%	871,356.67	1,200,000.00
215 Kings Lane - Lot 1 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
205 Kings Lane - Lot 2 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
195 Kings Lane - Lot 3 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
185 Kings Lane - Lot 4 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
115 Kings Lane - Lot 10 / Building D - Unit 2	2,087	-			-
Totals	12,882	8,838,080	100.00%	6,417,600	7,578,180
	Total Invested Equity				
	Total Loan Amount	6,417,600			

Note:
Lot 9 and 10 are excluded from release pricing. Lot 9 release price will be $1.2MM and Lot 10 will be released upon sale without a paydown amount.

(For avoidance of doubt, no Unit may be sold by Borrower unless it is released (and, without limitation, the required payment is made) pursuant to this Exhibit E prior to or concurrently with such sale.)

f. The Partial Release is made either solely in connection with the sale of the Released Property to an unaffiliated, bona fide third party (the "**Released Property Sale**"), or solely in connection with the financing of a new loan for the Released Property, either between Borrower and Lender, or between Borrower and an unaffiliated, bona fide third party ("**Released Property Refinancing**");

g. If requested by Lender, the Borrower shall have entered into a modification of the Security Instrument to attach the correct legal description for the remaining Units in form and substance satisfactory to Lender;

h. The title insurance company insuring the priority of the Security Instrument shall have issued, at Borrower's expense, an endorsement or endorsements to the Lender's title insurance policy obtained in connection with the Loan, insuring the continued priority of the Security Instrument after the Partial Release in addition to such other endorsements as Lender may reasonably request, in each case in form and substance satisfactory to Lender;

i. Borrower shall have provided to Lender any and all documents required for the Partial Release as Lender in its sole discretion shall request, and Lender shall have executed each of the same; and

j. Borrower shall have paid all of Lender's costs and expenses associated with the Partial Release, including attorneys' fees.

3. Application of Release Price. The Release Price received by Lender for each Released Property shall be applied to reduce amounts owing with respect to the Loan in a manner determined by Lender in its sole and absolute discretion until such time that the outstanding balance of the Loan, including without limitation all principal and interest, together with any and all other costs, fees, and expenses have been repaid in full.

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Neither the acceptance of any payment nor the issuance of any partial reconveyance by Lender shall affect Borrower's obligation to repay all amounts owing under the Loan Documents or under the lien of *the* Security Instrument on the remainder of the Property and Improvements which is not reconveyed. Any amounts of the Loan repaid may not be reborrowed.

COPY VIEW

City Commission Day Meeting 9:00 AM **10. B.**

Meeting Date: 09/08/2025

Re: Resolution No 25-R___ - Renewing Clean & Safe Community Initiative

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Resolution 25-R67 REVISED Renewing the Clean & Safe Community Initiative by amending the sunset date.

SUMMARY:

In accordance with Chapter 103, Article IX, Section 103-343, the City Commission shall establish by resolution the Clean & Safe Community Initiative fee. Such resolution is required to include an expiration date.

RECOMMENDATION:

Approve the Resolution as submitted.

ALTERNATIVES:

Amend the Resolution.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

City Manager's Office
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

All income from the CSI Program is to be placed in a restricted fund and only utilized for the approved services as established by the City Commission.

Attachments

City Attorney's Office Memo

25-R67

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	08/26/2025 11:39 AM
City Manager	Richard Chess	09/02/2025 12:46 PM

Form Started By: Peggy Arraiz Started On: 08/26/2025 10:24 AM

Final Approval Date: 09/02/2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Peggy Arraiz, Code Compliance Manager, Code Enforcement

FROM: Felicia Holloman, Assistant City Attorney **FH**

THROUGH: Sara Hedges, City Attorney *SH*

RE: Review Resolution No. 25-Rxx - Amending Clean & Safe Community Initiative

CAO RLS FILE: 25-216

DATE: July 23, 2025

I have reviewed the request for legal services related to the resolution of the Clean and Safe Community Initiative Fee, seeking to continue collection of the fee through September of 2028 and contemplating an increase in the fee. Redlined and clean copies of the resolution are attached. The clean copy is approved as to form and correctness.

Please note that per our discussions, although it is not a legal requirement to impose the fee, it is this Office's recommendation that any increase in the fee be supported by data justifying the increase. If this data is obtained, please include a summary of said data in the Whereas clause.

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

Thank you.

RESOLUTION NO. 25-R67

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REESTABLISHING THE CLEAN AND SAFE COMMUNITY INITIATIVE; ESTABLISHING THE CONDITIONS AND PROGRAMS TO BE ADDRESSED UTILIZING THE CLEAN AND SAFE COMMUNITY INITIATIVE FUND; ESTABLISHING AN EXPIRATION DATE;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce established the Clean and Safe Community Initiative through the adoption of Ordinance No. 17-028 on September 18, 2017; and

WHEREAS, the purpose of the Clean and Safe Community Initiative is to address conditions that create a hazard to the life, health and safety of the community; contribute to the increase of slum, blight, and criminal activity; and overall reduce property values and community pride; and

WHEREAS, Resolution No. 17-R31 as adopted by the City Commission on September 18, 2017 established the fee for funding the Clean and Safe Community Initiative at $1.00, which was to be applied to each utility customer within the city limits and of which all fees collected were to be placed in a restricted fund; and

WHEREAS, the City Commission adopted Resolution 22-R37 on September 19, 2022 to define the conditions that may be funded by the Clean and Safe Community Initiative to include Nuisance Abatement, Public Safety and Animal Services; and

WHEREAS, Resolution 22-R37 provided for a sunset date of September 30, 2025, unless prior to that date the City Commission found that the purpose of the program had not yet been achieved or that the needs of the community have not yet been fully addressed; and

WHEREAS, upon re-evaluation of the program, it has been determined by the City Commission that the purpose of the program has not yet been achieved, and the sunset date should be extended.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Per Chapter 103, Article IX, Section 103-343 - Clean and Safe Community Initiative shall provide funding for the following programs and related activities:

1. Nuisance Abatement – to address conditions that create a nuisance and a hazard to the life, health, and safety of the community through enforcement and remediation.
2. Public Safety – to assist the prevention of criminal activities and support the efforts of the Fort Pierce Police Department in their goals to protect the life, health and safety of the community through education and enforcement.

3. Animal Services – to address the life, health and safety of the community at large by addressing the care of animals in the community by reducing the number of free roaming animals and providing for humane care.

SECTION 2. The Clean and Safe Community Initiative Fee collected shall be placed in a restricted fund and may only be used for the programs outlined in this Resolution.

SECTION 3. The Clean and Safe Community Initiative program and funding shall expire on September 30, 2028, unless prior to that date the City Commission finds that the purpose of the program has not yet been achieved or that the needs of the community have not been fully addressed.

SECTION 4. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 6. This Resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 8th day of September 2025.

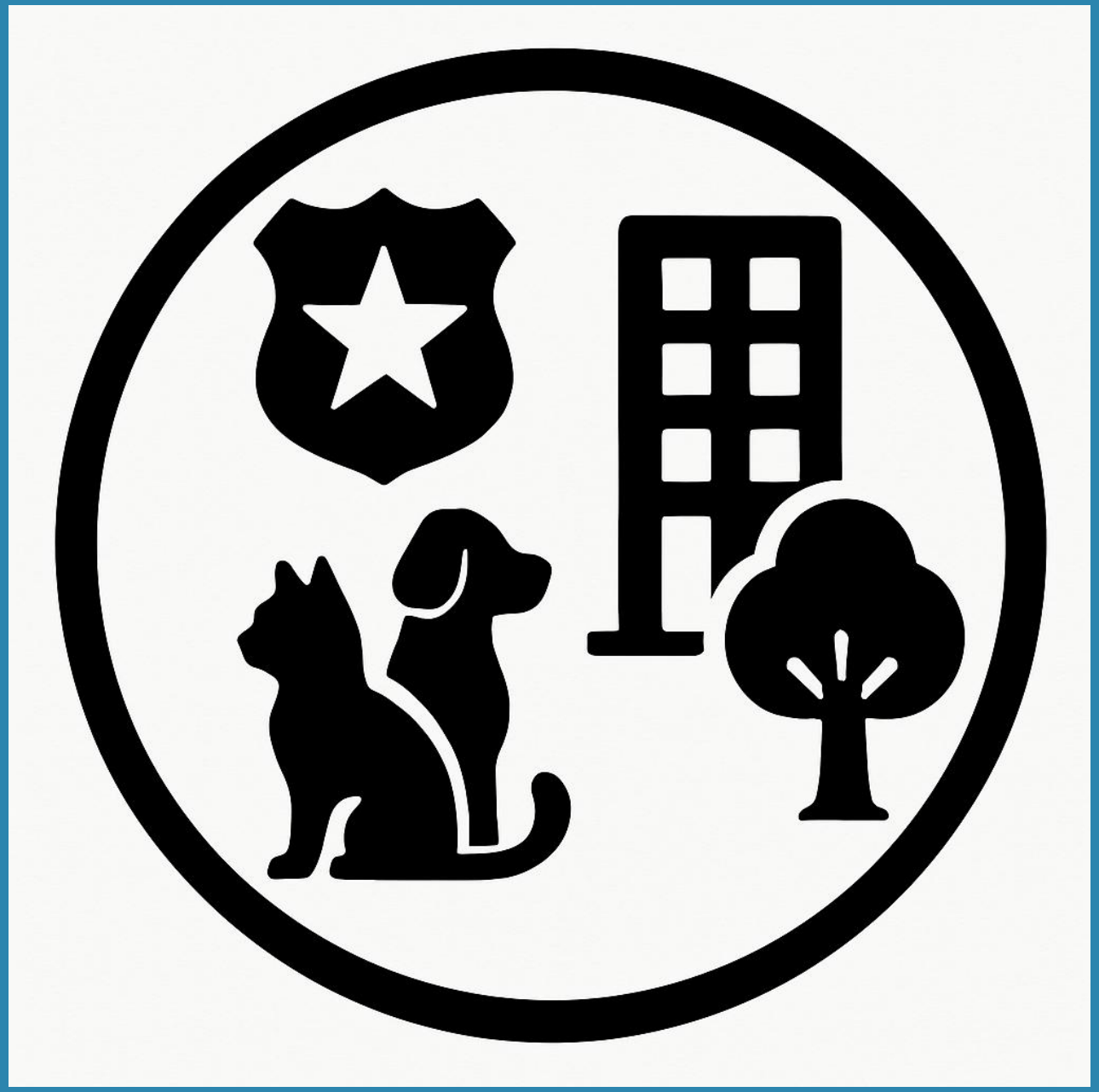
_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara Hedges, City Attorney



Clean & Safe Community Initiative (CSI)

Sustaining Our City's Commitment to Clean & Safe Neighborhoods

CSI Program Review

2017

- Modeled after Austin, Texas program to provide funding to address issues that negatively impact the life, health and safety of the community.
- Adopted by the City Commission in September 2017.
- In 2022, the programs to be funded were updated to include Nuisance Abatement, Public Safety and Animal Services.

2025

- The program is set to expire on 9/30/2025 unless the City Commission takes action to renew the program.
- The CSI fee was set at $1 per month per utility bill.
- The CSI fee has not been adjusted in 8 years.

Program revenue and expense history

Term	Revenue	NA Exp.	PS Exp.	AS Exp.	Balance	Notes
FY18 – FY21	$1,218,579	$300,712	$0	$0	$917,867	• Original program • NA expenses only
FY22	$321,751 $11,400	$216,544	$146,100	$0	$888,375	• Foreclosure revenue added • Public Safety added
FY23	$330,540 $132,320	$196,780	$0	$234,064	$920,390	• Animal Services added
FY24	$337,065 $29,582	$212,965	$0	$555,000	$519,072	• Increase transfer to AS due to veterinary costs
FY25 YTD	$284,152 $13,183	$63,906	$502,439	$200,000 (budgeted)	$250,063	• NA – new contracts approved 9/2/2025 • Fund balance will be fully expensed.
TOTALS	**$2,678,573**	**$990,907**	**$648,539**	**$789,064**	**$250,063**	

Questions?

City Commission Day Meeting 9:00 AM **11. A.**

Meeting Date: 09/08/2025

Re: Proposed Purchasing Code Amendment

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Discussion of proposed purchasing code amendment

Attachments

Draft Code

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	08/19/2025 04:38 PM

Form Started By: Jennifer Robinson Started On: 08/19/2025 10:55 AM

Final Approval Date: 08/19/2025

ORDINANCE NO. 25-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **REPEALING AND REPLACING CHAPTER 2 – ADMINISTRATION, ARTICLE VI – PURCHASING OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE WITH A NEWLY CREATED CHAPTER 2 – ADMINISTRATION, ARTICLE VI – PROCUREMENT CODE REGARDING CITY PROCUREMENT;** MAKING RELATED FINDINGS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's procurement rules are set forth in Article VI of Chapter 2 of the Code of Ordinances of the City of Fort Pierce; and

WHEREAS, the current procurement code dates to a 1983 ordinance which was last significantly updated in 1998, last partially updated in 2018; and

WHEREAS, since the City last revised its procurement rules, there have been a variety of changes to state law impacting local government procurement; and

WHEREAS, in addition to changes in the law, public procurement has evolved with respect to the use of technology and a greater use of non-traditional procurement methods; and

WHEREAS, the City Commission desires to update its procurement code to align with current laws, as well as current best practices, procedures and methods of public procurement; and

WHEREAS, the City Commission finds that it is in the best interests of the City government, the vendor community, and the City's taxpayers to adopt the provisions of this Ordinance.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida, that:

SECTION 1. Chapter 2 – Administration, Article VI – Purchasing of the Code of Ordinances of the City of Fort Pierce is hereby repealed in its entirety, as follows:

~~**ARTICLE VI. – PURCHASING**~~

~~**Sec. 2-437. General provisions.**~~

(a) *Purpose and application.*

(1) *Purpose.* The purpose of this article is to provide for the fair and equitable treatment of all persons involved in public purchasing by the city, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

(2) *Application.* This article applies to contracts for the procurement of supplies, services, and construction, entered into by the city after the effective date of the ordinance from which this article is derived, unless the parties agree to its application to contracts entered into prior to the effective date; provided, however, that this article shall not apply to the obtaining of legal services. It shall apply to every expenditure of public funds by a public agency for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. Nothing in this article shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

(b) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Architect-engineer and land surveying services means those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the state.

Blind trust means an independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

Brand name or equal specification means a specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet city requirements, and which provides for the submission of equivalent products.

Brand name specification means a specification limited to one or more items by manufacturers' names or catalogue numbers.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Change order means a written order signed and issued by the purchasing director, directing the contractor to make changes which the changes clause of the contract authorizes the purchasing director to order without the consent of the contractor.

Confidential information means any information which is available to an employee only because of the employee's status as an employee of the city and is not a matter of public knowledge or available to the public on request.

Construction means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to

any public real property. The term "construction" does not include the routine operation, routing repair, or routing maintenance of existing structures, buildings, or real property.

Contract means all types of city agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

Contract modification (bilateral change) means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contractor means any person having a contract with the city or a using agency thereof.

Cost analysis means the evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

Cost data means factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

Cost-reimbursement contract means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this article, and a fee or profit, if any.

Direct or indirect participation means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

Disadvantaged business means a small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

Employee means an individual drawing a salary or wages from the city, whether elected or not; any noncompensated individual performing personal services for the city or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the city; and any noncompensated individual serving as an elected official of the city.

Financial interest means:

(1) Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than $1,000.00 per year, or its equivalent;

(2) Ownership of five percent of any property of business; or

(3) Holding a position in a business such as officer, director, trustee, partner, employee, or like, or holding any position of management.

Gratuity means a payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate family means a spouse, children, parents, brothers, and sisters.

Invitation for bids means all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Price analysis means the evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

Pricing data means factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The term "pricing data" refers to data relevant to both prime and sub-contract prices.

Procurement means the buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. The term "procurement" also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Public agency means a public entity subject to or created by the city.

Qualified products list means an approved list of supplies, services, or construction items described by model or catalogue numbers, which, prior to competitive solicitation, the city has determined will meet the applicable specification requirements.

Request for proposals means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsible bidder or offeror means a person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive bidder means a person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

Services means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term "services" does not include employment agreements or collective bargaining agreements.

Small business means a United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

Specification means any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. The term "specification" may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Supplies means all property, including, but not limited to, equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Using agency means any department, commission, board, or public agency requiring supplies, services, or construction procured pursuant to this article.

(c) *Public access to procurement information.* Procurement information shall be a public record to the extent provided in F.S. ch. 119 and shall be available to the public as provided in such statute.

Sec. 2-438. Office of the purchasing director.

(a) *Establishment of the position of purchasing director.* There is hereby created the position of purchasing director, who shall be the city's principal public purchasing official.

(b) *Authority and duties.*

(1) *Principal public purchasing official.* Except as otherwise provided herein, the purchasing director shall serve as the principal public purchasing official for the city, and shall be responsible for the procurement of supplies, services, and construction in accordance with this article, as well as the management and disposal of supplies.

(2) *Duties.* In accordance with this article, and subject to the supervision of the city manager, the purchasing director shall:

a. Procure or supervise the procurement of all supplies, services, and construction needed by the city;

b. Exercise direct supervision over the city's central stores and general supervision over all other inventories of supplies belonging to the city;

c. Sell, trade, or otherwise dispose of surplus supplies belonging to the city; and

d. Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services, and construction.

(3) *Operational procedures.* Consistent with this article, and with the approval of the city manager and the city commission, the purchasing director may adopt operational procedures relating to the execution of its duties.

(c) *Delegations to other city officials.* With the approval of the city commission and the city manager, the purchasing director may delegate authority to purchase certain supplies, services, or construction items to other city officials, if such delegation is deemed necessary for the effective procurement of those items. Notwithstanding the provisions of subsection (b) of this section (authority and duties), procurement authority with respect to certain supplies, services, or construction may be delegated to other city officials by the city manager with the approval of the city commission, when such delegation is deemed necessary for the effective procurement of these

Sec. 2-439. Source selection and contract formation.

(a) *Methods of source selection.*

(1) *Competitive sealed bidding.*

a. *Conditions for use.* All contracts of the city shall be awarded by competitive sealed bidding except as otherwise provided in subsections (a)(2) (competitive sealed proposals), (a)(3) (contracting for designated professional services), (a)(4) (small purchases), (a)(5) (sole source procurement), and (a)(6) (emergency procurements) of this section and section 2-442(d) (public announcement and selection process).

b. *Invitation for bids.* An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.

c. *Public notice.* Adequate public notice of the invitation for bids shall be given a reasonable time. Such notice will include publication in a newspaper of general circulation in the city, once a week for two consecutive weeks, the first issue thereof to be not less than ten days prior to the reception of such bids. The public notice shall state the place, date, and time of bid opening.

d. *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the purchasing director deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with section 2-437(c) (public access to procurement information).

e. *Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this article. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.

f. *Correction or withdrawal of bids; cancellation of awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake,

and the bid price intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

1. The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or

2. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing director.

g. *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the finance director, and such bid does not exceed such funds by more than five percent, the purchasing director is authorized, when time or economic considerations preclude resolicitation of work or a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids.

h. *Multi-step sealed bidding.* When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(2) *Competitive sealed proposals.*

a. *Conditions for use.* When the purchasing director determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the city, a contract may be entered into by use of the competitive sealed proposals method.

b. *Request of proposals.* Proposals shall be solicited through a request for proposals.

c. *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in subsection (a)(1)c of this section (competitive sealed bidding, public notice).

d. *Receipt of proposals.* No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of

modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public viewing only after contract award.

e. *Evaluation factors.* The request for proposals shall state the relative importance of price and other evaluation factors.

f. *Discussion with responsible offerors and revisions to proposals.* As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

g. *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

(3) *Contracting for designated professional services.*

a. *Authority.* For the purpose of procuring the services of accountants, clergy, physicians, dentists, as defined by the laws of the state, any using agency requiring such services may procure them on its own behalf, in accordance with the selection procedures specified in this subsection (a)(3). A using agency procuring such services shall consult with the purchasing director. No contract for the services of legal counsel may be awarded without the approval of such officer as may be required by applicable law.

b. *Selection procedure.*

1. *Conditions for use.* Except as provided under subsection (a)(5) (sole source procurement) or (a)(6) (emergency procurements) of this section, the professional services designated in subsection (a)(3)a of this section shall be procured in accordance with this subsection (a)(3)b.

2. *Statement of qualifications.* Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. A using agency using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.

3. *Public announcement and form of request for proposals.* Adequate notice of the need for such services shall be given by the using agency

requiring the services through a request for proposals. The request for proposals shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.

4. *Discussions.* The head of a using agency procuring the required professional services or a designee of such officer may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

5. *Award.* Award shall be made to the offeror determined in writing by the head of the using agency procuring the required professional services or a designee of such officer to be best qualified based on the evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

(4) *Small purchases.* Any contract not exceeding $500.00 may be made in accordance with the small purchase procedures authorized in this article. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

(5) *Sole source procurement.* A contract may be awarded without competition when the purchasing director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The purchasing director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item procured under each contract, and the identification number of each contract file.

(6) *Emergency procurements.* Notwithstanding any other provisions of this article, the purchasing director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a

listing of the item procured under the contract, and the identification number of the contract file.

(7) *Cancellation of invitations for bids or requests for proposals.* An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the city. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of the city. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurements of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

(b) *Qualifications and duties.*

(1) *Responsibility of bidders and offerors.*

a. *Determination of nonresponsibility.* If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the purchasing director. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the contract file and be made a public record.

b. *Right of nondisclosure.* Information furnished by a bidder or offeror pursuant to this section shall not be disclosed by the city outside of the office of the purchasing director, or using agency, without prior written consent by the bidder or offeror.

(2) *Cost or pricing data.*

a. *Required submissions relating to the award of contracts.* A prospective contractor shall submit cost or pricing data when the contract is expected to exceed $100,000.00 and is to be awarded by competitive sealed proposals, as provided for in subsection (a)(2) of this section (competitive sealed proposals), or by sole source procurement authority, as provided for in subsection (a)(5) of this section (sole source procurement).

b. *Exceptions.* The submission of cost or pricing data relating to the award of a contract is not required when:

1. The contract price is based on adequate price competition;

2. The contract price is based on established catalogue prices or market prices;

3. The contract price is set by law or regulation; or

4. It is determined in writing by the purchasing director that the requirements of section (b)(2)a of this section (cost or pricing data; required submissions relating to the award of contracts) may be waived, and the determination states the reasons for such waiver.

c. *Required submissions relating to change orders or contract modifications.* A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed $100,000.00.

d. *Exception.* The submission of cost or pricing data relating to the pricing of a change order or contract modifications not required when:

1. Unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or

2. It is determined in writing by the purchasing director that the requirement of subsection (b)(2)c of this section (cost or pricing data; required submission relating to change orders or contract modification) may be waived and the determination states the reason for such waiver.

e. *Certification required.* A contractor, actual or prospective, required to submit cost or pricing data, in accordance with this section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

f. *Price adjustment provision required.* Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the city, including the profit or fee, shall be adjusted to exclude any significant sums by which the city finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the city and the contractor.

(3) *Cost or price analysis.* A cost analysis or a price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under subsection (a)(1) of this section (competitive sealed bidding). A written record of such cost analysis or price analysis shall be made a part of the contract file. In making a price analysis, consideration must be given to any differing terms and conditions.

(4) *Bid and performance bonds on supply or service contract.* Bid and performance bonds or other security may be requested for supply contracts or service contracts as the purchasing director or head of a using agency deems advisable to protect the city's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

(c) *Types of contracts and contract administration.*

(1) *Types of contracts.*

a. *General authority.* Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the city may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the city than only other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

b. *Multi-term contracts.*

1. *Specified period.* Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the city, provided that the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

2. *Determination prior to use.* Prior to the utilization of a multi-term contract, it shall be determined in writing that:

i. Estimated requirements cover the period of the contract and are reasonably firm and continuing; and

ii. Such a contract will serve the best interests of the city by encouraging effective competition or otherwise promoting economies in city procurement.

3. *Cancellation due to unavailability of funds in succeeding fiscal periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring cost incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

c. *Multiple source contracting.*

1. *General.* A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the city's actual requirements is limited by the provision of Uniform Commercial Code section 62-306(1).

2. *Limitations on use.* A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provision of subsections (a)(1) (competitive sealed bidding), (a)(2) (competitive sealed proposals), (a)(4) (small purchases), and (a)(6) (emergency procurements) of this section, as applicable. Multiple source awards shall not be made when a single award will meet the city's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier section to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

3. *Contract and solicitation provisions.* All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:

    i. The city shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and

    ii. The city shall reserve the right to take bids separately if the purchasing director approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the city.

4. *Intent to use.* If a multiple source award is anticipated prior to issuing a solicitation, the city shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

5. *Determination required.* The purchasing director shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

(2) *Contract clauses and their administration.*

a. *Contract clauses.* All city contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The purchasing director, after consultation with the city attorney, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:

1. The unilateral right of the city to order in writing changes in the work within the scope of the contract;
2. The unilateral right of the city to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
3. Variations occurring between estimated quantities of work in contract and actual quantities;
4. Defective pricing;
5. Liquidated damages;
6. Specified excuses for delay or nonperformance;
7. Termination of the contract for default;
8. Termination of the contract in whole or in part for the convenience of the city;
9. Suspension of work on a construction project ordered by the city; and
10. Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
    i. When the contract is negotiated;
    ii. When the contractor provides the site or design; or
    iii. When the parties have otherwise agreed with respect to the risk of differing site condition.

b. *Price adjustments.*

1. Adjustments in price resulting from the use of contract clauses required by subsection (c)(2)a of this section shall be computed in one or more of the following ways:
    i. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
    ii. By unit prices specified in the contract or subsequently agreed upon;
    iii. By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
    iv. In such other manner as the contracting parties may mutually agree; or
    v. In the absence of agreement by the parties, by a unilateral determination by the city of the costs attributable to the events or situations under such clauses with adjustment of profit or

fee as computed by the city, as accounted for in accordance with reference to cost principles, and subject to the provision of section 2-444 (appeals and remedies).

2. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of subsection (b)(2) of this section (cost or pricing data).

c. *Standard clauses and their modification.* The purchasing director, after consultation with the city attorney, may establish standard contract clauses for use in city contracts. If the purchasing director establishes any standard clauses addressing the subjects set forth in subsection (c)(2)a of this section, such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that any variations are supported by a written determination that states the circumstance justifying such variation, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

(3) *Contract administration.* A contract administration system designed to ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.

(4) *Approval of accounting system.* Except with respect to firm fixed-price contracts, no contract type shall be used, unless it has been determined in writing by the purchasing director that:

a. The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and

b. The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

(5) *Right to inspect plant.* The city may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the city.

(6) *Right to audit records.*

a. *Audit of cost or pricing data.* The city may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data pursuant to subsection (b)(2) of this section (cost or pricing data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for three years from the date of final payment under the contract.

b. *Contract audit.* The city shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the subcontract.

(7) *Reporting of anticompetitive practices.* When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the state attorney general and the appropriate legal officer for the jurisdiction conducting the procurement.

(8) *City procurement records.*

a. *Contract file.* All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the city in a contract file by the purchasing director.

b. *Retention of procurement records.* All procurement shall be retained and disposed of by the city in accordance with records retention guidelines and schedules approved by the city commission.

(9) *Fiscal responsibility.* In respect to any contract issued or entered into under the provisions of this section, the city manager shall have the power and authority to increase or decrease the same up to and including the sum of $50,000.00 for extra service, work or labor to be performed or for the deletion thereof. Any charges in excess of said sum of $50,000.00 may be made only when authorized by the commission. The commission may also otherwise alter or extend the terms of any such contract upon written recommendation of the city manager.

Sec. 2-440. Purchasing procedures.

(a) *Purchases not exceeding $500.00.*

(1) Each department shall be responsible for purchases not exceeding $500.00.

(2) Each department head shall designate the person or persons who will be responsible for the purchasing activity in the department and the department head will notify the purchasing director of the person so designated. Departmental purchases shall be conducted as follows:

a. The department head must verify the availability of funds in the proper appropriation prior to placing an order.

b. Two or more purchase orders for the same commodity may not be issued if the total of the purchase orders exceeds $500.00.

c. Persons authorized by the department head to issue purchase orders will be responsible for correctly filling in the purchase order and providing supporting documentation from the vendor.

d. The copies of the purchase order issued shall be routed as follows:

1. Original to vendor.

2. First copy to purchasing director.

3. Second copy to be held by the ordering department for their records.

4. Third copy is to be held by the ordering department until the material ordered is received. Upon receipt of the material this copy is to be signed by the person receiving the material and forwarded to the finance department to match with the fourth copy as verification of delivery.

5. Fourth copy to finance department.

(3) The purchasing director will review and monitor the purchasing activities, offer advice on selection of proper vendors, and will meet with departments at least quarterly to review the procedures being followed.

(b) *Purchases from $500.01 through $2,500.00.* Purchases expected to exceed $500.00 but be less than $2,500.01 are to be handled by the purchasing department. Departments are to submit a requisition for purchase in a format prescribed by the purchasing director. The requisition for purchase request will include three comparative quotes for purchases over $500.00 through $2,500.00 if they can be obtained by the department. The purchasing director, or his designee, will review and verify information and/or obtain quotes, then select the bid/quote that is the most responsive and responsible. Purchase order is processed. All purchase orders exceeding $500.00 but less than $2,500.01 must be signed by both the purchasing director and the finance director.

(c) *Purchases from 2,500.01 through $50,000.00.* Purchases expected to exceed $2,500.01 but be less than $50,000.01 are to be handled by the purchasing director or designee. Departments are to submit a requisition for purchase in a format prescribed by the purchasing director along with specifications. The purchasing department will prepare the bid documents for an informal bid. After bids are received, they are forwarded to the user department for evaluation and recommendation. After recommendation purchase order is processed. All purchase orders exceeding $2,500.00 but less than $50,000.01 must be signed by both the purchasing director and finance director.

(d) *Purchases exceeding $50,000.00.* Purchases which exceed $50,000.00 are handled in the same manner as purchases from $2,500.01 through $50,000.00, except that all bids are sealed and formal, and will require approval from the city commission.

(e) *Surplus sales.*

(1) The purchasing director is responsible for the declaration and disposal of all surplus material and equipment.

(2) Material and equipment having an estimated value of $1,000.00 or less may be declared as surplus by the purchasing director and the department head. Material and equipment having an estimated value in excess of $1,000.00 must be declared surplus by the city commission.

(f) *Procedures for disposition of materials and equipment to surplus are as follows with no exceptions.*

(1) Complete the asset disposition form.

(2) Contact the purchasing director or designee to make arrangements for delivery of material or equipment (561-460-2200, ext. 122).

(3) If it is some type of equipment that has a license plate, please remove the license plate and submit to the purchasing director or designee t along with asset disposition form.

(4) If it is equipment that has a city I.D. sticker, please remove and submit to the purchasing director or designee along with asset disposition form.

(g) *Violations of purchasing procedures (employees).*

(1) No officer, department, employee or agency shall, during any fiscal year, expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purposes in excess of the amounts appropriated for that general classification of expenditure pursuant to this article. Any contract, verbal or written, made in violation of this article shall be null and void. Any officer or employee of the city who shall be guilty of a misdemeanor and, upon conviction thereof, shall cease to hold his office or employment and he and his sureties shall be liable to the city by reason of corrupt or improper approval of any claim or account against the city.

(2) Nothing in this section shall prevent the making of contracts or the spending of money for capital improvements to be financed in whole or in part by the issuance of bonds, nor the making of contracts of lease or for services for a period exceeding the budget in which such contract is made, when such contract is permitted by law.

Sec. 2-441. Specifications.

(a) *Maximum practicable competition.* All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the city's needs, and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications, including but not limited to, those prepared for the city by architects, engineers, designers, and draftsmen.

(b) *Brand name or equal specification.*

(1) *Use.* Brand name or equal specifications may be used when the purchasing director determines in writing that:

a. No other design or performance specification of qualified products list is available;

b. Time does not permit the preparation of another form of purchase description, not including a brand name specification;

c. The nature of the product or the nature of the city's requirements makes use of a brand name or equal specification suitable for the procurement; or

d. Use of a brand name or equal specification is in the city's best interests.

(2) *Designation of several brand names.* Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

(3) *Required characteristics.* Unless the purchasing director determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(4) *Nonrestrictive use of brand name or equal specifications.* Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(c) *Brand name specification.*

(1) *Use.* Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing director makes a written determination that only the identified brand name item or items will satisfy the city's needs.

(2) *Competition.* The purchasing director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under subsection (a)(5) of this section (sole source procurement).

Sec. 2-442. Procurement of construction, architect-engineer and land surveying services.

(a) *Management of construction contracting; responsibility for selection of methods of construction contracting management.* The purchasing director and the city engineer shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the city engineer shall consider the city's requirements, its resources, and the potential contractor's capabilities. The city engineer shall execute and include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project.

(b) *Bid security and performance bonds.*

(1) *Bid security.*

a. *Requirement for bid security.* Bid security shall be required for all competitive sealed bidding for construction contracts when the price is

estimated by the purchasing director to be $50,000.00 or more. Bid security shall be a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the city. Nothing herein shall prevent the requirement of such bonds on construction contracts under $50,000.00 when the circumstances warrant.

b. *Amount of bid security.* Bid security shall be in an amount equal to at least ten percent of the amount of the bid.

c. *Rejection of bids for noncompliance with bid security requirements.* When the invitation for bids requires security, noncompliance requires that the bid be rejected, unless it is determined that the bid fails to comply only in a nonsubstantial manner with the security requirements.

d. *Withdrawal of bids.* If a bidder is permitted to withdraw its bid before award as provided in section 2-439(a)(1)f (competitive sealed bidding; correction or withdrawal of bids; cancellation of awards), no action shall be had against the bidder or the bid security.

(2) *Contract performance and payment bonds.*

a. *When required; amounts.* When a construction contract is awarded in the amount of $50,000.00 or more, the following bonds or security shall be delivered to the city and shall become binding on the parties upon the execution of the contract:

1. A performance bond satisfactory to the city, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the city, in an amount equal to 100 percent of the price specified in the contract; and

2. A payment bond satisfactory to the city, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the city, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100 percent of the price specified in the contract.

b. *Reduction of bond amounts.* After notice to the city commission, the purchasing director is authorized to reduce the amount of performance and payment bonds to 50 percent of the contract price for each bond when a written determination is made that it is in the best interests of the city to do so.

c. *Authority to require additional bonds.* Nothing in this section shall be construed to limit the authority of the city to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in subsection (b)(2)a of this section.

d. *Suits on payment bonds; right to institute.* Unless otherwise authorized by law, any person who has furnished labor or material to the contractor or

subcontractors for the work provided in the contract, for which a payment bond is furnished under this section, and who has not been paid in full within 90 days from the date on which that person performed the last of the labor or supplied the material, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due that person. However, any person having a contract with a subcontractor of the contractor, but no express or implied contract with the contractor furnishing the payment bonds, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which that person performed the last of the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.

e. *Suits on payment bonds; where and when brought.* Unless otherwise authorized by law, every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

(3) *Copies of bond forms.* Any person may request and obtain from the city a copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A copy of a bond shall be prima facie evidence of the contents, execution, and delivery of the original.

(c) *Fiscal responsibility.* In respect to any contract issued or entered into under the provisions of this section, the city manager shall have the power and authority to increase or decrease the same up to and including the sum of $50,000.00 for extra service, work or labor to be performed or for the deletion thereof. Any charges in excess of said sum of $50,000.00 may be made only when authorized by the commission. The commission may also otherwise alter or extend the terms of any such contract upon written recommendation of the city manager. Any charges in excess of $25,000.00 shall be communicated to the city commission.

(d) *Architect-engineer and land surveying services; public announcement and selection process.*

(1) *Public announcement.* It is the policy of the city to announce publicly all requirements for architect-engineer and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of architect-engineer and land surveying services, the purchasing director shall request firms to submit a statement of qualifications and performance data.

(2) *Selection process.* A selection committee composed of at least three members, including the purchasing director, another officer with appropriate professional experience and the head of a using agency in need of the architect-engineer or land surveying services shall conduct discussions with no less than three firms

regarding the proposed contract and the relative utility of alternative methods of approach for furnishing the required services and shall select from among them no less than three of the firms deemed most qualified to provide the required services. The selection shall be made in order of preference, based on criteria established and published by the selection committee.

(3) *Negotiations.* The purchasing director or appointed official shall negotiate a contract with the firm considered to be the most qualified for architect-engineer or land surveying services at compensation which the purchasing director determines in writing to be fair and reasonable to the city. In making this decision, the purchasing director shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should the purchasing director be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the purchasing director determines to be fair and reasonable to the city, negotiations with that firm shall be formally terminated. The purchasing director shall then undertake negotiation with the second most qualified firm. Failing accord with the second most qualified firm, the purchasing director shall formally terminate negotiations. The purchasing director shall then undertake negotiations with the third most qualified firm. Should the purchasing director be unable to negotiate a contract at a fair and reasonable price with any of the selected firms, the selection committee shall select additional firms in order of their competence and qualifications, and the purchasing director shall continue negotiations in accordance with this section until an agreement is reached.

Sec. 2-443. Debarment or suspension.

(a) *Authority to debar or suspend.* After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the purchasing director, after consulting with the city attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the city attorney, the purchasing director is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

(1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a city contractor;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the purchasing director to be so serious as to justify debarment action:

a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

(5) Any other cause the purchasing director determines to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity for any cause listed in this article; and

(6) For violation of the ethical standards set forth in section 2-446 (ethics in public contracting).

(b) *Decision to debar or suspend.* The purchasing director shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

(c) *Notice of decision.* A copy of the decision required by subsection (b) of this section (decision to debar or suspend) shall be mailed or otherwise furnished immediately to the debarred suspended person.

(d) *Finality of decision.* A decision under subsection (b) of this section (decision to debar or suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within ten days after receipt of the decision taken an appeal to the city commission or commences a timely action in accordance with applicable law.

Sec. 2-444. Appeals and remedies.

(a) *Bid protests.*

(1) *Right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the city commission. Protestors are urged to seek resolution of their complaints initially with the purchasing director. If a bidder or interested bidder wishes to protest either the results of or intended disposition of any bid, the bidder or interested bidder must:

a. File a notice of intent to protest in writing 72 hours after posting of bid tabulation or posting of intended disposition.

b. A formal written protest must be filed within ten days after notice of protest has been filed.

c. After receipt of a formal protest, the purchasing director consults with city attorney. Following consultation with city attorney, the purchasing director

shall attempt to resolve the protest. This process must be completed within seven working days.

d. If protest is not resolved by mutual agreement between the protesting vendor and purchasing director, the purchasing director shall consult with city manager and city attorney, and issue a final written decision of the protest. This decision shall state the following:

1. Reasons for decision.

2. Inform the protesting vendor of his right to administrative hearing before the city commission. If he chooses not to appear, then all final decisions stand and the protest is said to be null and void.

(2) *Stay of procurements during protests.* In the event of a timely protest under subsection (a)(1) of this section, the purchasing director shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the city commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interest of the city.

(b) *Contract claims.*

(1) *Decision of the purchasing director.* All claims by a contractor against the city relating to a contract, except bid protests, shall be submitted in writing to the purchasing director for a decision. The contractor may request a conference with the purchasing director on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision.

(2) *Notice to the contractor of the purchasing director's decision.* The decision of the purchasing director shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under subsection (b)(3) of this section.

(3) *Finality of purchasing director's decision; contractor's right to appeal.* The purchasing director's decision shall be final and conclusive unless, within ten days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the city commission or commences an action in a court of competent jurisdiction.

(4) *Failure to render timely decision.* If the purchasing director does not issue a written decision regarding any contract controversy within ten days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

(c) *Authority of the purchasing director to settle bid protests and contract claims.* The purchasing director is authorized to settle any protest regarding the solicitation or award of a city contract, or any claim arising out of the performance of a city contract,

prior to an appeal to the city commission or the commencement of an action in a court of competent jurisdiction.

(d) *Remedies for solicitations or awards in violation of law.*

(1) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the purchasing director, after consultation with the city attorney, determines that a solicitation is in violation of federal, state, or municipal law, then the solicitation or proposed award shall be canceled.

(2) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the purchasing director, after consultation with the city attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award shall be canceled.

(3) *After award.* If, after an award, the purchasing director, after consultation with the city attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:

a. If the person awarded the contract has not acted fraudulently or in bad faith:

1. The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the city; or

2. The contract may be terminated.

b. If the person awarded the contract has fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the city.

Sec. 2-445. Cooperative purchasing.

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

Sec. 2-446. Ethics in public contracting.

(a) *Criminal penalties.* To the extent that violations of the ethical standard of conduct set forth in this article constitute violations of the state criminal code, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanction set forth in this part. Criminal, civil, and administrative sanctions against employees or nonemployees which are in existence on the effective date of this article shall not be impaired.

(b) *Employee conflict of interest.* It shall be unethical for any city employee to participate directly or indirectly in a procurement contract when the city employee knows that:

(1) The city employee or any member of the city employee's immediate family has a financial interest pertaining to the procurement contract; or

(2) Any other person, business, or organization with whom the city employee or any member of a city employee's immediate family is negotiating or has an

arrangement concerning prospective employment is involved in the procurement contract.

A city employee or any member of a city employee's immediate family who holds a financial interest in a disclosed blinded trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

(c) *Gratuities and kickbacks.*

(1) *Gratuities.* It shall be unethical for any person to offer, give, or agree to give any city employee or former city employee, or for any city employee or former city 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, or preparation of 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 or a contract or subcontract, or to any solicitation or proposal therefor.

(2) *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 higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) *Contract clause.* The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

(d) *Prohibition against contingent fees.* It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a city contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

(e) *Contemporaneous employment prohibited.* It shall be unethical for any city employee who is participating directly or indirectly in the procurement process to become or to be, while such a city employee, the employee of any person contracting with the governmental body by whom the employee is employed.

(f) *Waivers from contemporaneous employment prohibition and other conflicts of interest.* The city commission may grant a waiver from the employee conflict of interest provision, as provided for in subsection (b) of this section (employee conflict of interest), or the contemporaneous employment provision, as provided for in subsection (e) of this section (contemporaneous employment prohibited), upon making a written determination that:

(1) The contemporaneous employment or financial interest of the city employee has been publicly disclosed;

(2) The city employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and

(3) The award will be in the best interests of the city.

(g) *Use of confidential information.* It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

(h) *Sanctions.*

(1) *Employees.* The city manager may impose any one or more of the following sanctions on a city employee for violations of the ethical standards in this article:

a. Oral or written warnings or reprimands;

b. Suspension with or without pay for specified periods of time; or

c. Termination of employment.

(2) *Nonemployees.* The city commission may impose any one or more of the following sanctions on a nonemployee for violations of the ethical standards:

a. Written warnings or reprimands;

b. Termination of contracts; or

c. Debarment or suspension as provided in section 2-443(a) (authority to debar or suspend).

(i) *Recovery of value transferred or received in breach of ethical standards.*

(1) *General provisions.* The value of anything transferred or received in breach of the ethical standard of this article by a city employee or a nonemployee may be recovered from both city employee and nonemployee.

(2) *Recovery of kickbacks by the city.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the city and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

SECTION 2. A new Chapter 2 – Administration, Article VI – Procurement Code of the Code of Ordinances of the City of Fort Pierce is hereby created, as follows:

ARTICLE VI. – PROCUREMENT CODE

Sec. 2-437. – Title and purpose.

This article shall be known and may be cited as the Fort Pierce procurement code. The purpose of this article is to provide for the fair and equitable treatment of all persons involved in public procurement activities of the city, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

Sec. 2-438. – Application.

(a) This article applies to solicitations and contracts entered into for the purchase of commodities, services, and construction. Unless otherwise expressly provided, any subsequent amendment to the procurement code shall only apply to solicitations and contracts issued or entered by the city after the effective date of such amendment.

(b) This article is to be construed in a manner consistent with any applicable provision of the general and special laws of the state and shall not apply to the extent any provision is in conflict therewith, provided, however, the provisions of this article may supersede such general or special law where the general or special law permits such an application or interpretation.

(c) The city may, from time to time, receive funding to support a procurement activity from the state or federal government. In that event, then, to the extent required by any related grant agreement or state or federal procurement regulations tied to the use of grant funds, any such applicable state or federal regulations shall take precedence over any provision of this article or any city administrative procurement regulation to the contrary.

(d) Except as provided in this article, it shall be unlawful for any employee to order the purchase of, or make a commitment to purchase materials, goods, commodities or services other than through the provisions of this article.

(e) Wherever used in this article, the term city manager includes that official's designee.

Sec. 2-439. – Definitions.

The following words, terms, and phrases shall have the meanings ascribed to them in this article except where the context clearly indicates a different meaning:

Bid means an offer by a bidder to provide materials or to perform specified work under specified conditions for a specified price. Bids may be written or electronic, and may, in the city's sole discretion, require contemporaneous submission of a bid bond. Bids must not contain any exceptions or conditions which would preclude the city from accepting the bid and forming a contract. Conditional bids shall be deemed non-responsive.

Bidder means any business that offers commodities or services to the city for a given price and specified terms. The term shall include offerors and respondents to solicitations or request for quotes.

Business means any sole proprietor, corporation, partnership, joint venture or other entity that is duly licensed or registered, if required, and is authorized to transact business in the state.

Change order means any adjustment to the original quantities or scope of work of a solicited material or service. A contract amendment is not a change order.

Cooperative procurement means the combining of requirements of two or more public procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices and the reduction of administrative time and expenses.

Emergency means a state of emergency as declared under the provisions of article II of chapter 14 of the code, or as declared by the St. Lucie County Commission, the Governor of the State of Florida, or the President of the United States.

Invitation to Bid (ITB) means a solicitation for competitive sealed bids, and is typically used when the city is capable of specifically defining the scope of work for which a contractual service is required, or of establishing precise specifications defining the actual commodity or group of commodities required.

Invitation to Negotiate (ITN) means a competitive negotiation process that is used when the procurement authority deems it is in their best interest to negotiate with proposers to achieve "best value." An ITN is a form of source selection that is similar to the request for proposals process, wherein a short list of acceptable proposers is created and the city may negotiate with responders sequentially or concurrently.

Materials/goods/commodities means and includes anything that is a tangible product, including but not limited to vehicles, food, computers, computer software, and building materials. The term does not include services.

Piggyback means a form of acquisition wherein a governmental entity has awarded a contract using competitive solicitation methods as good or better than the city's, where the contract entered by the original entity has not expired and where its terms permit other entities to use the contract under the same core terms and conditions as in the original

contract. Where the city engages in piggybacking, it may not significantly alter the price and scope of the original contract (except that it may negotiate lower prices), but it may require its own insurance, delivery, invoicing and similar terms. Where a piggybacked contract allows for one or more extensions or renewals, the city manager is authorized to exercise such provisions even if those provisions are not exercised by the original contracting entity.

Professional or consultant means those contractors who, as individuals or duly organized business entities, have been or will be retained by the city for the purpose of providing recommendations or advice related to planning level or policy level decisions, or who will be engaged in the collection of data or research that will provide the basis for such decisions or future plans and actions of the city, as well as those who will be retained to supervise and monitor the performance of contractors or subcontractors of any nature.

Purchase order means a document issued by the procurement official that memorializes the city's acceptance of a quote or bid for the provision of materials, goods, commodities or services. A purchase order sets forth the descriptions, quantities, prices, discounts, payment terms, date(s) of performance or shipment, and any other associated terms and conditions, and will identify the vendor. Purchase orders may be in either paper or electronic form, and may contain standard terms and conditions which may be incorporated by reference in city solicitation documents or as a hyperlinked reference to a page of the city's website. Vendors submitting bids, quotes, or other offers to the city are deemed to have reviewed the city's standard purchase order terms and conditions. Unless the city elects to contract with a business by way of a stand-alone contract, the purchase order's standard terms and conditions shall be deemed to have been accepted by such vendors as evidenced by the submission of a quote or bid.

Quote means a flat or unit price provided by a vendor for any service or material being sought by the city where a formal procurement method is not being used. For purposes of this section, it shall also mean a price list, publicly advertised price, web-based price list, or any other means by which the business communicates its prices to potential customers. Quotes may be provided to city staff verbally, in writing or via electronic means.

Request for proposals (RFP) means the solicitation of proposals, usually from providers of services, or of a mix of services and related goods or commodities. Price is usually not a primary evaluation factor. An RFP provides for the negotiation of all terms, including price, prior to contract award. May include a provision for the negotiation of best and final offers. May be a single-step or multistep process.

Request for qualifications (RFQ) means a solicitation seeking statements of the qualifications of potential responders (development teams, consultants, financial services providers, etc.) to gauge potential competition in the marketplace prior to issuing a RFP or ITN.

Responsible vendor means a vendor which is fully capable to meet all of the requirements of the city's solicitation standards and requirements, and the obligations as may be set forth in the city's purchase order terms and conditions or proposed alternative form of contract. A responsible vendor must possess the full capability, including financial, legal, logistical and technical, to perform as contractually required, and be able to fully document the ability to provide good faith performance. The city's assessment of vendor responsibility will include consideration of all relevant information bearing on a vendor's qualifications, including the historical performance record of the vendor and the vendor's named subcontractors or proposed joint venturers, past performance of similar work or provision of similar materials, goods, commodities or services to the city, the vendor's experience on similar projects, the vendor's references, potential conflicts of interest based on existing business or contractual relationships, the vendor's history of having been suspended or debarred by any governmental agency, whether the vendor has been sued for breach of contract or criminally charged for fraud, bribery, collusion, or similar public corruption or business-related crimes, within a prior time period relevant to the solicitation. Vendor responsibility shall be determined in the city's sole judgment and is not a subject for protest.

Responsive vendor means a vendor which has submitted a response to a city solicitation which fully conforms in all material respects to all of the solicitation's minimum specifications and requirements, including providing responses to each question or request for information, and the provision of any supplemental documents, forms, bonds, proof of insurance, or other records or materials required by the solicitation to be included in the response.

Sealed competitive bid means a bid, containing the bidder's offered price and terms, submitted to the city in response to an invitation to bid process, whereby all responses remain sealed until a specific date and time, after which no more bids may be received, and the bids received are then opened for tabulation and evaluation for bidder responsibility and bid responsiveness. A bid which purports to alter minimum qualifications or specifications set forth in a solicitation shall be deemed to be non-responsive.

Service means intangible labor products including but not limited to accounting, cleaning, consultancy, training, instruction, entertainment, engineering, and maintenance.

Solicitation means the act of obtaining firm prices for goods or services, and/or proposals or qualifications from vendors to address the operational needs of the city. A solicitation may include informal requests for price quotes, or the formal issuance of an ITB, RFP, ITN, RFQ, or any other form of competitive solicitation the city may use when seeking to acquire materials, goods, commodities or services.

Specifications means any description of a good's physical or functional characteristics, or the nature of materials or services being solicited. The term may include a description of equipment performance or characteristics, the quality, origin or functionality of goods, the means and methods of the provision of services, engineered

drawings or construction plans, warranty requirements, as well as any requirements for inspecting, testing, or preparing a good or service for delivery.

Sec. 2-440. Exemptions.

(a) The following are exempt from the competitive procurement requirements set forth in this article:

(1) Inter-governmental agreements entered pursuant to Florida Statutes § 163.01;

(2) Purchases made with the proceeds from any grant, gift, bequest, or donation to the extent the application of this article would conflict with the requirements, conditions, or limitations attached to the grant, gift, bequest, or donation;

(3) Payment of dues and memberships in trade or professional organizations, professional licenses, and trade publications;

(4) Subscriptions to periodicals and newspapers;

(5) Acquisition of real property by easement, lease, license or purchase;

(6) Acquisition of legal advertisements, postage, shipping, and courier services;

(7) Legal services, including but not limited to, the acquisition of the services of law firms or other outside counsel for any reason, expert witnesses, appraisal services, consultants, special magistrate services, or similar persons or firms deemed by the city commission or city attorney as necessary to address the city's legal needs. Such services, firms, or persons shall be selected by the commission or, when authorized by commission, the city attorney;

(8) Water, sewer, gas, electrical, and other utility services;

(9) Funds expended by the city in the form of grants to non-profit entities performing economic development, social services, or serving similar public purposes;

(10) Fees and costs incurred in authorized professional development activities including registration, lodging, travel and meal costs to attend trade or professional seminars, trainings and conferences;

(11) Purchase of insurance brokerage service and related insurance policies to protect the property and other interests of the city;

(12) Any purchase governed by explicit provisions of general law, city code or other commission resolutions unless the solicitation indicates the applicability of this article, and then this article shall apply only to the extent set out in the solicitation;

(13) Lobbyist services;

(14) Professional medical services;

(15) Professional services required for the issuance of city bonds and city investments related thereto;

(16) Artistic services, music entertainment, visual artists, performers, and other entertainment providers associated with city sponsored events or the proprietary operation of city owned entertainment facilities;

(17) Acquisition of items purchased for resale to the public;

(18) Certified public accountants (except for auditing services as set forth in F.S. § 218.391);

(19) Employment agreements for persons to be regular or short-term employees of the city;

(20) Funds to acquire instructional materials or copyrighted materials being purchased from the owner of the copyright or the owner's authorized agent;

(21) Owner-direct purchases of construction materials included in the scope of an awarded construction contract in order to realize sales tax savings, in accordance with F.S. § 212.08(6) and Florida Administrative Code Rule 12A-1.094;

(22) Real property appraisal services;

(23) Abstracts and academic research;

(24) Expenses related to existing agreements to maintain or service proprietary equipment or software previously acquired by the city;

(25) Consulting services related to financial planning, financial management, or financial policy and program development;

(26) Used equipment where procurement staff have determined there is a significant cost difference between such equipment and new equipment of substantially the same specifications and performance characteristics;

(27) Sale, conveyance or other disposition of real property owned by the city, or disposition of any interest therein including the granting of an easement, lease or license, as well as services for real property title abstracts or title insurance related to such conveyances. Such transactions shall be governed by code § 2-425.

(b) Notwithstanding the foregoing, with the exception of the acquisition of utility services with rates established by the Florida Public Service Commission, a contract for the purchase of commodities or services exempted in this section must be approved by the commission if the resulting contract is for an amount which requires commission approval as provided for in this article.

(c) Notwithstanding the provisions of subsection (a) above, the city reserves the right to conduct a competitive solicitation regarding an exempt commodity or service if the city determines doing so is in the best interest of the city.

Sec. 2-441. – Procurement categories.

(a) Purchases of goods or services shall be made in accordance with the following threshold amounts and processes:

(1) Category One (direct purchase): $0.01 to $2,500.00.

a. Department directors are authorized to procure with budgeted funds, materials, goods, commodities or services with a delivered up to $2,500.00 without competition. Notwithstanding this authorization, department directors shall act with fiscal responsibility and in the best interest of the city.

b. If a purchase under this subsection is not accomplished through the use of a standard city contract or standard terms set forth in a city-approved purchase order, the procurement official must examine the vendor's contract terms (including contract terms set forth by way of online links incorporated by reference) to ensure such terms are acceptable to the city.

c. While the acquisition of small dollar commodities or services do not usually carry significant risk of loss, to the extent the nature of the materials, goods, commodities or services being acquired under this subsection or subsection (2) below generate a significant risk of loss, the department director must first consult with the appropriate city insurance and risk management providers to ascertain whether there is a need to require the vendor to provide enhanced insurance coverage.

d. Single purchases or contracts shall not be broken down to lesser amounts to avoid the requirements of competitive solicitation set forth in subsections (a)(2) and (3) below.

(2) Category Two (informal solicitations): $2,500.01 to $50,000.00.

a. The procurement official is authorized to procure, with budgeted funds, materials, goods, commodities or services with a delivered value up to $50,000.00 through informal solicitation. Notwithstanding this authorization, the procurement official shall act with fiscal responsibility and in the best interest of the City.

b. Three quotes must be solicited from vendors prior to a request for purchase order or contract. Such quotes may be solicited by the procurement official or department staff. However, if quotes are obtained by department staff, the procurement official will retain the right to independently review and verify the quotes.

c. Purchases shall not be completed prior to a purchase order being issued by the procurement official or a separate contract is approved by the parties.

d. The procurement official may authorize the reduction of the minimum number of quotes required if it is shown that the party requesting the purchase made a concerted effort to obtain quotes, but due to lack of market response was not able to obtain the minimum required quotes.

e. Nothing herein shall preclude the city commission, city manager, or procurement official from requiring the use of a formal competitive solicitation process for purchases within this category if the city commission, city manager, or procurement official determines doing so would be in the city's best interests.

(3) Category Three (formal procurement): $50,000.01 and greater.

a. A formal solicitation must be approved by the procurement official and issued for the acquisition of goods or services within this category. Where the selection will be made based on the lowest price submitted by a responsive, responsible vendor, an ITB seeking sealed bids shall be used. Where the selection will be made based on vendor qualifications or experience as well as price, an RFP, ITN, RFQ or similar alternative solicitation method may be used.

b. The solicitation shall include the detailed specifications, minimum qualifications, and instructions to vendors as to how to respond. The solicitation document shall be approved by the procurement official prior to being issued, and shall state the dates of all relevant solicitation events including pre-submission conferences, deadlines for submission of vendor questions, method of posting responses to vendor questions, process for evaluation of bids, proposals or other submissions, and the expected award date.

c. Where the solicitation involves construction, services or a service component, the procurement official shall ensure the solicitation includes a detailed scope of work or scope of services outlining the needs of the city.

d. Where the solicitation involves commodities, the procurement official shall review the specifications (with, as needed, the assistance of an engineer of record or department personnel with relevant knowledge) to ensure that product specifications, and warranty, service, training, maintenance and installation terms are sufficiently detailed so as to provide vendors with the ability to respond to the solicitation on a level playing field.

e. Where the solicitation involves vehicles or mechanical equipment, performance attributes (towing capacity, pump pressure, stress tolerances) shall be set forth wherever possible. To ensure full and fair competition, specifying specific manufacturers or model names, numbers, or suppliers, should be avoided unless there is a compelling justification.

f. Procurements under this subsection shall be accomplished by use of a city approved purchase order form or an alternative form of agreement approved by the city attorney.

(b) The city manager or the procurement official are authorized to approve contracts within categories one and two to be paid from available budgeted funds without further action of the city commission. The commission must approve all non-emergency category three procurement agreements.

(c) The categories established in this section may be periodically reviewed by the commission and revised to address the effects of inflation or the operational needs of the city.

(d) The city manager is authorized to approve renewals or extension periods which are authorized by the terms of an approved contract (including piggybacked contracts), except that if exercising a renewal or extension would, or is reasonably expected to result in the expenditure of $50,000.01 or more, such renewal or extension shall be approved by the city commission.

Sec. 2-442. – Emergency procurement.

Subject to requirements of chapter 14 (emergency management) of the code, emergency purchases may be made from any unencumbered funding source as follows:

(a) In the event of a federal, state, or local declaration of emergency, normal procurement procedures and requirements shall be suspended, and the following procedures shall apply:

(1) The city manager shall be authorized to make any purchases she or he finds necessary to the continued operations of the city.

(2) Waiver of purchasing procedures shall only pertain to purchases related to the emergency and associated restoration operations. At the time the declaration of emergency is lifted, normal purchasing procedures will resume.

(b) In the event of a situation the city manager determines is likely to have a detrimental impact on operations of the city or the public health, welfare or safety if not rectified immediately:

(1) The city manager shall be authorized to make purchases she or he finds necessary to alleviate the safety or operational issue.

(2) Such purchases are limited to those directly associated with the specific issue or risk.

(c) All emergency purchases shall be made with as much competition as is practicable under the circumstances.

(d) If the cost of any purchases made pursuant to this section would have normally fallen within Category Three, a report of such purchases shall be made to the commission at the earliest available commission meeting after the emergency subsides.

Sec. 2-443. – Procurement official.

The city manager may designate a city employee to perform the functions of procurement official with respect to any city procurement activities or matters. The procurement official shall oversee the city's procurement office and shall be responsible for the performance of and supervision of any subordinate procurement staff. The procurement official shall be the primary point of contact for all current or prospective city vendors up until a purchase order or contract is awarded. The procurement official shall, with assistance from the city attorney as needed, be responsible for ensuring the city's solicitation and contract forms and administrative procedures are in compliance with all applicable state and federal laws, city codes, and public procurement best practices.

Sec. 2-444. – Minimum solicitation requirements.

(a) Solicitations shall include product specifications, service performance requirements, and other information sufficient to allow vendors to successfully respond to such solicitations. Solicitations shall also inform vendors of the non-negotiable contractual terms and conditions the city will require the successful vendor to accept upon award. Such terms and conditions may be set forth in the solicitation or incorporated by reference.

(b) Pursuant to F.S. § 787.06(13), every vendor under any city services contract shall provide the procurement official with a no-coercion affidavit in the form set forth in the statute.

(c) Pursuant to F.S. § 287.05701(3), all prospective responders to city solicitations are notified that the city will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.

(d) Notwithstanding any provision in a solicitation to the contrary, responding vendors shall, upon award, be required to comply with all provisions of this article. Solicitations shall incorporate, directly or by reference to, the standards and conditions upon which the responses will be evaluated and selected, and, in solicitations for other than sealed bids, shall include the manner in which negotiations toward a final contract shall be conducted.

Sec. 2-445. – Cancellation of solicitations.

An ITB, a RFP, an RFQ, or other solicitation may be canceled, or any or all bids, proposals or offers may be rejected in whole or in part, when it is for good cause and in the best interests of the city. The reasons therefor shall be made part of the city's files. Each solicitation issued by the city should state that the solicitation may be canceled and that any bid, proposal, or offer may be rejected in whole or in part when the city determines, in its sole discretion, doing so is in the city's best interests. Notice of cancellation/rejection shall be published or posted in the same manner as notice of the solicitation. The notice shall identify the solicitation, explain the reason for cancellation or rejection and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar items.

Sec. 2-446. - Source selection and waiver of competition.

(a) The methods and policies governing the selection of sources shall be those established in this article, or by administrative procedures and standards approved by the city manager, and may include, but shall not be limited to, competitive sealed bids, proposals, requests for qualifications, invitations to negotiate, noncompetitive purchases, purchases with limited competition, emergency purchases, sole source purchases, piggyback and cooperative purchases, and any adopted exceptions to the competitive selection procedure.

(b) Where not otherwise prohibited by law, the city commission may, by affirmative vote, provide for the limited or complete waiver of competitive source selection policies and procedures, when doing so is in the best interest of the city. Recommendations for all such determinations must be made in writing by the procurement official, with all necessary supporting documentation. Recommendations for all such determinations by the procurement official and the

determination to waive competitive source selection policies and procedures by the city commission shall be based on a determination that the waiver is in the best interest of the city utilizing the following considerations:

(1) Whether the likely, non-speculative cost of competitive purchasing would exceed any potential savings and benefit to the city;

(2) Whether the acquisition of the goods or services should be provided by a unique source or provider based upon particular skills, expertise, or needs of the city; and

(3) Whether there are specialized or particular needs of the city that outweigh the potential savings and benefits of competitive purchasing; and

Sec. 2-447. – Construction contracts.

(a) If a contract for construction of buildings or infrastructure is estimated, in accordance with generally accepted cost accounting principles, to cost more than the threshold amounts set forth in F.S. § 255.20, such contract shall be competitively awarded to a licensed contractor fully legally authorized to conduct business in the state by use of the competitive solicitation rules set forth in that statute.

(b) The selection procedures shall be consistent with this article and any administrative procurement procedures adopted by the manager. In addition to such other solicitation publication methods used by the city, construction projects projected to cost more than $200,000 must be advertised in the manner set forth in F.S. § 255.0525(2)-(5).

(c) Solicitations for construction projects shall set forth the permit fee disclosures required by F.S. § 218.80(3).

(d) Projects shall not be divided so as to evade the threshold amounts listed in F.S. § 255.20. Unless otherwise defined by law, as used in that subsection, the term "project" shall not include those portions of multiyear capital improvement projects not funded beyond the current fiscal year. The term shall also not include any series of construction activities on a new or existing city facility which, if aggregated, would exceed the threshold amounts, but which were not undertaken contemporaneously with each other, were not part of an overall coordinated construction or renovation effort, and which were not performed under the same construction permit.

Sec. 2-448. – Certain professional services.

(a) Unless prevented from doing so based on a valid public emergency, when the city procures architecture, professional engineering, landscape architecture, or registered surveying and mapping services, it shall, when such services must be procured for a project the basic construction cost of which is estimated by the city to exceed the category three threshold amount, or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in category two, as those categories are set forth in F.S. § 287.017, engage in the competitive solicitation process set forth in F.S. § 287.055.

(b) Nothing in subsection (a) above shall be construed to prohibit a continuing contract, as defined by F.S. § 287.055(2)(g), between an architecture, professional engineering, landscape architecture, or registered surveying and mapping services firm and the city.

Sec. 2-449. – Design-build procedures.

(a) *Public announcement.* The city shall publicly advertise in a uniform and consistent manner on each occasion when design-build services are required except in cases of public emergencies. The advertisement shall include a general description of the project and shall indicate how, and the time within which, interested design-build firms may apply for consideration.

(b) *Legal qualification.* Any firm or individual desiring to provide design-build services to the city must first be determined legally qualified. To be legally qualified:

(1) Firms must be properly certified to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent;

(2) Firms must be properly certified to practice or to offer to practice engineering, architecture, or landscape architecture; and

(3) The firm shall be duly qualified to perform its proposed service under any other applicable law.

(c) *Evaluation committee.* An evaluation committee appointed by the city manager shall be used to evaluate and rank the design-build firms and their responses for recommendation to the manager or commission depending on procurement category.

(d) *Solicitation.* The procurement official shall develop a RFP to solicit proposals from interested, qualified design-build firms. Except as otherwise provided in F.S. § 287.055(9)(c), with the use of a qualifications-based selection process, the RFP shall contain as a minimum the following:

(1) The design criteria package defined in F.S. § 287.055(2)(j).

(2) The criteria, procedures, and standards for the evaluation of design-build contract proposals, based on price, technical and design aspects of the public construction project, weighted for the subject.

(3) Requirements for determining qualifications of firms proposing, such as license, list of subcontractors, architect and engineer, and references.

(4) Terms and conditions of proposed agreement.

(5) Other items as required by procedures, laws, ordinances, or prevailing circumstances.

(e) *Selection*.

(1) All information required by the RFP shall be submitted in a sealed manner (which may include sealed envelope if the submission is required to be in that form or via an online proposal submission system if the city requires submission in that manner). Except as otherwise provided in F.S. § 287.055(9)(c), with the use of a qualifications-based selection process, all proposed designs and price proposals shall be submitted separately via the same sealed submission process, with the design and price proposals opened and considered by the selection committee for shortlisted firms only.

(2) The selection committee shall review all proposals, except the separately-submitted proposed designs and price proposals, and shall create a shortlist of no less than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof. In evaluating the proposals and preparing the shortlist, the committee shall consult with the design criteria professional concerning the evaluation of the responses submitted by the design-build firms. Once the committee has shortlisted, except as otherwise provided in F.S. § 287.055(9)(c), with the use of a qualifications-based selection process, the committee shall open the separate envelopes containing the proposed design solutions and the price submitted by the shortlisted firms. The committee shall then rank the shortlisted firms based upon the evaluation criteria and procedures set forth within the request for proposal. The committee may, if necessary, require verbal presentations from all firms in order that the qualifications and/or proposals may be clarified.

(3) After the committee has ranked the shortlisted firms based upon the award criteria set forth within the request for proposal, the ranking shall be presented to the city commission which may approve, disapprove or request modifications to the recommended rankings be brought back at a subsequent meeting. Following the ranking by the city commission, the city's procurement official, assisted as needed by relevant city staff and professional consultants, shall

attempt to negotiate a contract within the parameters of the design criteria package or the results of the qualifications-based selection process and in accordance with city commission's ranking.

(f) *Contract*.

(1) Under the oversight of the city manager, the procurement official, assisted as needed by relevant city staff and professional consultants, shall negotiate a design-build contract at a price which the manager determines is fair, competitive and reasonable. If the city is unable to negotiate a satisfactory contract with the first ranked firm, then it shall formally terminate negotiations with such firm and then undertake negotiations with the second ranked firm and shall continue this process until a satisfactory contract is negotiated.

(2) The contract negotiated by the staff shall be submitted to the commission for consideration and approval.

(g) *Public emergencies.* If a public emergency is declared and a design-build procurement must proceed during such emergency, a negotiating committee may be formed by the manager and authorized to negotiate with the best qualified design-build firm available at that time for the design and construction of a capital project. To the extent practical, the city shall solicit letters of interest in order to determine the best qualified design-build firm available at the time. The contract negotiated by such committee shall be subject to ratification by the commission.

(h) *Conflict between procedure and law*. In the event F.S. § 287.055 is subsequently amended such that its requirements conflict with the provisions of this procedure, the provisions of the statute shall prevail, and the city manager or city attorney shall make such recommendations for revision to these procedures as to conform them to the law.

Sec. 2-450. – Sole source procurement.

(a) *Commodities or contractual services*. When the city believes that desired materials, goods, commodities or contractual services are available only from a single source, the procurement official shall electronically post a description of the commodities or contractual services sought for a period of at least five (5) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. Posting shall not be required for desired commodities or contractual services for category I purchases. If it is determined in writing by the procurement official after reviewing all relevant information, including information received from prospective vendors as a result of a required posting, that the commodities or contractual services are in fact available only from a single source, the city may enter into a sole source agreement.

(b) *Construction materials*. In any case where the city seeks to purchase materials for the construction, modification, alteration, or repair of any city-owned facility from a sole source, the commission must first make the written findings required by F.S. § 255.04.

Sec. 2-451. – Sole brand procurement.

The procurement official may conduct a sole brand procurement upon determining there is only one known brand or only one brand reasonably capable of fulfilling a particular procurement need of the city, provided that such procurement would not be inconsistent with applicable law, including, but not limited to, Sections 255.20 and 287.055, Florida Statutes, and further provided that non-standardized Sole Brand procurements above the award authority of the city manager must be approved by the Board. Sole Brand procurements may be conducted through any procurement method authorized by this code that the procurement official determines to be in the best interest of the city.

Sec. 2-452. – Cooperative procurement, piggybacking.

(a) *Cooperative procurement*. Unless otherwise prohibited by law or grant agreement terms, the procurement official is authorized to negotiate with other public procurement officials for the conduct of a joint procurement on behalf of each participating public agency where, in the judgment of the city manager, doing so would leverage the benefits of volume purchases, create clear delivery or supply chain advantages, and/or create a demonstrable and substantial reduction of administrative time and expense.

(b) *Piggybacking*.

(1) In any agreement for the acquisition of goods or services between the city and a vendor which has resulted from a competitive solicitation process, such agreement may be utilized by other public agencies to acquire the same goods or services, on condition that the contracting vendor consents to enter into a piggyback agreement with such other public agencies. In such instances, the city shall not be a party to such agreements.

(2) The procurement official is authorized to acquire goods or services by use of an existing agreement between a vendor and another public agency where such agreement has resulted from a competitive solicitation process. Purchases made in this manner should not substantially differ in specification, scope, quality or price from the terms of the initial agreement. The piggybacking agreement must be consistent with the parameters, requirements, and restrictions of the initial agreement. In the event the initial agreement provides for options to extend or renew, the city may exercise such rights irrespective of whether the original public agency exercises such rights.

(3) To the extent required by law, any other public agency is authorized to piggyback on any current executory contract between the city and a vendor where that contract has resulted from a competitive solicitation by the city.

Sec. 2-453 – Public records compliance.

(a) Pursuant to F.S. § 119.0701, in any agreement entered into by the city wherein the contractor is acting on behalf of the city, the contractor must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.

(2) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in Florida Statutes, 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.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of contractor upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the city's information technology systems.

(b) The agreement must contain the requirements set forth in subsection (a) above, and include a statement, in substantially the following form, identifying the contact information of the city's custodian of public records in at least 14-point boldfaced type:

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 (insert: TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS FOR THE CITY'S CUSTODIAN OF RECORDS).

Sec. 2-454. – Trade secrets.

(a) Florida law provides that trade secret information, as defined in F.S. § 812.081(1)(c), is confidential and exempt from public records disclosure.

(b) Upon receipt of a response to a procurement solicitation, the city will not be aware that a bid, proposal, or other response contains such information. Therefore, bidders, proposers or other persons or entities responding to city solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. The mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement. Absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

(c) While the city will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the city, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under Florida's Public Records Act.

(d) In the event any record designated as a trade secret is requested under the Act, the procurement official will consult with the city attorney and, if the city attorney agrees with the designation, the city will assert the exemption and redact the relevant materials. If the city attorney disagrees with the designation, the bidder, proposer or responder may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information.

Sec. 2-455. Unauthorized purchases, ethical conduct, sanctions.

(a) *Prohibition*. Except as provided in this article, it shall be a violation of this article for any city officer, employee, or other person, to knowingly and willingly order the purchase of any goods, or make any contract for goods or services, sell, trade or dispose of material within the purview of this article in the name of or on behalf of the city, except as provided by policies of the commission and any administrative procurement procedures promulgated by the city manager, and the city shall not be bound by any purchase order or contract made contrary to this article.

(b) *Employee conflict of interest*. It shall be unethical for any city employee to participate directly or indirectly in a procurement contract when the city employee knows that:

(1) The city employee or any member of the city employee's immediate family has a financial interest pertaining to the procurement process or contract; or

(2) Any other person, business, or organization with whom the city employee or any member of a city employee's immediate family is negotiating or has an

arrangement concerning prospective employment is involved in the procurement process or contract.

(3) A city employee or any member of a city employee's immediate family who holds a financial interest in a disclosed blinded trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

(c) *Gratuities and kickbacks*.

(1) *Gratuities*. It shall be unethical for any person to offer, give, or agree to give any city employee or former city employee, or for any city employee or former city 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, or preparation of 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 or a contract or subcontract, or to any solicitation or proposal therefor.

(2) *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 higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) *Contract clause*. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

(d) *Ethical conduct and sanctions*. In addition to any sanctions provided for in the city's personnel policies or sections of this article, any city employee who violates any provision of this section, or any statute concerning ethical conduct in procurement may, when found by the city manager to have committed such violation, be required to forfeit all or any part of any accrued leave balances he/she may otherwise have as of the date the violation is confirmed. In determining whether such forfeiture shall be required, the manager shall consider the nature and severity of the offense, the relative financial or legal harm to the city, the employee's prior disciplinary record, and whether the employee was in a managerial or special trust position.

(e) *Prohibition against contingency fees*. It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a city contract upon an agreement or understanding for a commission, percentage, brokerage, or

contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

(f) *Contemporaneous employment prohibited.* It shall be unethical for any city employee who is participating directly or indirectly in the procurement process to become or to be, while such a city employee, the employee of any person contracting with the governmental body by whom the employee is employed.

(g) *Employee intending to bid*. Any city employee intending to submit a bid, proposal, or response for any solicitation shall notify their department head, the procurement official, and the city manager, in writing, within ten (10) calendar days of the solicitation release. The city employee shall not participate directly or indirectly in any part of the procurement process as a city employee, at any point in time, either before or after the notification. Failure of the city employee to follow any requirements herein, as determined by the procurement official, shall result in the employee's bid, proposal, or response being disqualified from further consideration, and may also result in the suspension or debarment of the city employee.

(h) *Use of confidential information*. It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

(i) *Recovery of kickbacks by the city.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the city and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

(j) *Sanctions.*

(1) In addition to any remedies set forth in contract or law, if the procurement official finds any non-employee person or entity has violated the provisions of this section, such person or entity may be suspended or debarred in accordance with this article, any executory contract such person or entity has with the city may be immediately terminated, referrals for misconduct or unlawful activities may be made to the appropriate regulatory or law enforcement authorities, and the city may seek civil recovery of any improperly-gained city funds.

(2) If the city manager finds any city employee has violated the provisions of this section, such employee shall be subject to disciplinary measures set forth in the city's personnel policies, to include potential termination of employment.

Sec. 2-456. – Consultant conflicts of interest.

(a) *Prohibiting contracts where conflicts are found to exist*. The city shall not engage in contracts with consultants or professionals whose prior record, work history, and experience indicate ongoing business relationships that may be substantially in conflict with the duties and services that will be required by the city.

(b) *Standards and regulations for the determination of potential conflicting contractual obligations*. The city manager or designee is authorized to develop standards and regulations for the prospective determination of potential conflicting contractual obligations that may impair the performance of the professionals or consultants solicited by the city. The standards and regulations shall set forth appropriate requirements based upon the nature and scope of the services that are to be procured and shall be narrowly tailored so as to not unduly restrict competition, while assuring the city of undivided loyalty and services of the highest quality. The standards and regulations may require, but shall not be limited to, the inclusion of the following in a request for proposals, invitation for bids, announcement or other solicitation or contract for professional or consulting services:

(1) An affidavit providing that the professional or consultant is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the professional to maintain an adversarial role against the city or that will impair or influence the advice or recommendations provided to the city;

(2) The disclosure of all potentially conflicting contractual relationships and the full disclosure of contractual relationships deemed to raise a serious question of conflicts.

(c) *Consequences for violation of ethical standards*. In addition to any other penalty or consequence provided for in law or this article, any professional or consultant submitting false information to or on behalf of the city, disclosing or releasing information concerning an actual or planned procurement activity which information is deemed confidential, or is otherwise not known to the general public, or otherwise repeatedly failing to comply with the city's ethical standards and regulations, shall be deemed to be in violation of this article and shall be subject to prosecution, state ethics complaints, reporting to professional or licensing authorities, contract cancellation, suspension and/or debarment, as the city deems appropriate.

Sec. 2-457. Lobbying limitations; cone of silence.

After the issuance of any solicitation, or during renegotiation of an existing contract, no prospective offerors/proposers or their agents, representatives or persons acting at the request of such offerors/proposers shall contact, communicate with, or discuss, either in

person, by phone, email or text message, any matter relating to the solicitation or the renegotiation with any city officers, agents or employees (including the city commission and city manager) other than the procurement official or procurement agent designated in the solicitation, unless otherwise provided for in the solicitation or otherwise directed by the procurement official. This prohibition includes copying such persons on written communications with the procurement agent, but does not apply to presentations made to evaluation committees or at a commission meeting where the commission is considering approval of a proposed contract. The prohibition ends upon issuance of a purchase order or execution of the final contract, or when the solicitation has been canceled or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the commission directing renegotiation or on issuance of a written notice from the procurement official to the existing contractor instituting a renegotiation process. Failure of vendors seeking to conduct or potentially interested in conducting business with the city to strictly adhere to this section will result in the offender's bid, proposal or response being disqualified from further consideration, and may also result in the suspension or debarment of the offending vendor.

Sec. 2-458. – Prohibition against award to certain persons or entities.

No person or business entity shall be awarded a contract by the city for the provision of commodities or services if that person or entity:

(a) Has been convicted of bribery or attempting to bribe a public officer or employee of the city, or any other public entity, including but not limited to the Government of the United States, any state, or any local government authority in the United States; or

(b) Has been convicted of a conspiracy or collusion among prospective offerors in restraint of freedom of competition, by agreement to offer a fixed price, or otherwise; or

(c) Has been convicted of a violation of an environmental law that, in the reasonable opinion of the city manager, establishes reasonable grounds to believe the person or business entity will not conduct business in an environmentally responsible manner; or

(d) Has made an admission of guilt of such conduct described in subsections (a), (b) or (c) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution, but which results in adjudication being withheld.

(e) Is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or on the list of Scrutinized Companies that Boycott Israel.

(f) Fails to register with and use the E-Verify system to verify the work authorization status of all newly hired employees in compliance with F.S. § 448.095(5).

Sec. 2-459. – Protests.

(a) *Purpose and intent*. The purpose of this section is to provide an expedient administrative remedy for those participating in the city's procurement process. The proceedings under this section are not intended to be, and shall not be interpreted as, judicial or quasi-judicial, unless otherwise clearly specified. It is not the intent of the city to provide any rights to protesters not otherwise required by law. Rather, the city's intent in creating a process for administrative review of solicitation award protests is to allow for legal or procedural errors in the solicitation process to be raised for the benefit of the taxpayers. Successful participation in any protest review does not ensure an award of a contract, and the city expressly reserves all rights it has under law.

(b) *Opportunity to protest*. Any actual bidder, proposer, or solicitation responder (protestor) who is aggrieved in connection with a notice of intent to award a contract, where such grievance is asserted to be the result of a violation of the requirements of this procurement code or any applicable provision of law by the officers, agents, or employees of the city, or by the successful bidder, proposer or responding business, may file a protest with the procurement official. The protest process may only be used as a result of a formal solicitation. The process may not be used where the method of procurement is informal quote solicitations, or where a non-competitive procurement method such as piggybacking is used.

(c) *Protest procedure and requirements*.

(1) The protest shall be made in writing to the procurement official. A notice of intent to protest must be filed within 72 hours of the electronic posting of the notice of intent to award or, if no notice of intent is issued, then following the date the protestor is informed of the award. The protest must then be filed no later than 4:00 p.m. on the fifth (5th) calendar day after the notice of intent to protest. The notice of intent to protest and protest are considered filed when the procurement official receives the request. A notice of intent to protest nor a protest may be sent via text or email. Failure to file the notice of intent to protest or a written protest within the time period specified shall constitute a waiver of the opportunity to protest.

(2) The written protest must be signed by an authorized officer of the protestor (sales agents or legal counsel are not authorized to sign protests) and shall identify the protesting party and the solicitation involved. Protests must include a specific detailed factual statement of the grounds on which the protest is based and shall cite the applicable statutes, laws, ordinances or other legal authorities which the protestor deems applicable to the grounds for the protest. Every basis for protest must be set forth in the protest. If a basis for protest is

not included in the written protest, the protestor may not subsequently add the omitted basis to the protest. A protest which does not contain all of the content set forth above shall be deemed non-compliant and will not be processed.

(3) The protest shall not include challenges to the procedural solicitation requirements, chosen procurement method, the minimum qualifications, the scope of services sought, the evaluation criteria, the relative weight of the evaluation criteria, the formula specified for assigning points to the evaluation criteria. The protest may not be used a a vehicle to argue the protester's opinion regarding its qualifications or the qualifications of other responding vendors.

(4) The procurement process shall not be stayed during the protest process unless the procurement official, in his or her discretion, deems it to be in the best interests of the city to stay the process.

(5) The procurement official shall decide whether the written protest is timely, complete, and compliant, with assistance from the city attorney, as needed.

(d) *Authority to resolve protests*. The procurement official shall have the authority to settle and resolve a protest concerning the intended award of a contract. The procurement official will promptly investigate a timely, complete, and compliant protest, and issue a written decision within thirty (30) days of the date the protest is received, unless the complexity of the issues raised, or lack of resources require a longer period.

(e) *Review of the procurement official's protest decision*.

(1) Following the procurement official's written decision on the protest, the protestor may file a request for a review of the procurement agent's decision. The request for review shall be made in writing and received by the procurement official by 4:00 p.m. on the fifth business day following the procurement agent's transmission of the decision to the protestor.

(2) The request for review shall be solely limited to the protestor's argument that the procurement official's decision was not in accord with this article, city code, or applicable state or federal laws. Disagreements over disputed facts or judgment calls made by the procurement official are not proper subjects for a review request.

(3) The city manager will strive to issue a written decision within thirty (30) days of the date the request for review is received.

(f) *Final decision*. The decision of the city manager shall be final and conclusive as to the protest.

(g) *Protest bond or security*. The city commission may, by separate resolution, establish a requirement for a protest bond. If a protest bond is required, the written protest must be accompanied by a security in the form of a protest bond (in a form and with such terms as approved by the city attorney) or cash in the amount set by the commission. If the city manager determines that the protest does not require reversal of the city's initial decision, the city shall be entitled to recover the amount of the protest bond or security.

Sec. 2-460. – Authority to suspend or debar.

(a) After consulting with the city attorney and relevant city department head as needed, and after providing reasonable notice and reasonable opportunity for a person or entity being considered for suspension or debarment to be heard by the procurement official, the procurement official is authorized to suspend or debar a person or entity from consideration for award of contracts for cause. Cause shall include the following:

(1) Conviction for commission of a criminal offense relating to the obtaining or attempt to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, or a civil or criminal final judgment of violation of state or federal whistleblower laws;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a city contractor;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

(4) Violation of the city's anti-lobbying rules set forth in § 2-456 of this article;

(5) Violation of contract provisions, as set forth below, of a character which is regarded by the procurement official to be so serious as to justify debarment action;

(6) Deliberate failure without good cause to perform in accordance with specifications and/or budget or within the time limit provided in the contract;

(7) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

(8) A documented history of significant deviation from contract specifications, engineering standards, design or material requirements or safety regulations,

where such history has first been presented to the contractor by the city, and who thereafter continues to engage in such deviations;

(9) Any other cause the procurement official determines to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity for any cause listed in this section or provided for in general law; or

(10) For violation of all applicable ethics standards, including the ethical standards set forth in this article, F.S. Chapter 112, or in relevant grant funding requirements.

(b) Suspensions shall not exceed twelve (12) months per violation. Debarments shall not exceed five (5) years per violation, except that a vendor debarred for a third time shall be debarred for eight (8) years from the date of debarment.

(c) Suspension or debarment may apply to all contracting opportunities or may be limited to certain types or categories of contracts and likewise may be directed only to one or more distinct operating divisions or units of the suspended or debarred person or entity, depending on the nature and severity of the underlying facts supporting the action.

(d) Suspension or debarment may also be applied to any person or entity controlled by or affiliated with any suspended or debarred person or entity if the relationship or affiliation is such that, in the reasonable opinion of the procurement official, the person or entity, by reason of the relationship with the suspended or debarred person or entity, is likely not to conduct business in a responsible or lawful manner, or if the suspended or debarred person or entity is reasonably likely to benefit from contracts with such controlled or affiliated persons or entities. Factors the procurement official may consider in making such decisions include ownership interests, common board members, officers, facilities or employees, and existing family or contractual relationships. The procurement official may, in lieu of suspending or debarring such affiliated persons or entities, develop restrictions or special conditions the affiliated persons or entities must agree to in order to conduct business with the city during the suspension or debarment period. To the extent the procurement official exercises the right to suspend or debar affiliated persons or entities under this subsection, he/she must provide those separate affiliates with the same notice and opportunity to be heard as is required in subsection (a) above.

Sec. 2-461. – Procedures related to suspension, debarment and reinstatement.

(a) *Notice of intent*. When the procurement official is considering imposing a suspension or debarment, he or she shall first provide a written notice setting forth the facts and circumstances supporting the proposed action, and setting a deadline by which the person or entity must submit a response. The response must, at a

minimum, include detailed responses to the facts and circumstances set forth in the notice, copies of all relevant documents, and citation to any legal authorities or other cases the person or entity wants to have considered by the procurement official. Failure to timely file a response shall result in the procurement official's notice of intent to become final on the date of the deadline, or any extension thereof, set forth in the notice.

(b) *Opportunity to be heard*. In addition to the opportunity to submit a written response, if, after receipt of the response, the procurement official determines that it would be helpful for a meeting on the matter, or if a meeting is requested by the person or entity under consideration for suspension or debarment, then the procurement official shall conduct a meeting to listen to any presentation the person or entity wishes to make. To ensure all relevant issues are identified, no meeting request may be made by a person or entity under consideration for suspension or debarment unless a timely written response as provided for in subdivision (a) above has first been filed.

(c) *Final determination*. After considering the written response, and any presentation made during a subsequent meeting, the procurement official shall make a written decision to either withdraw the notice of intent, or to debar or suspend the person or entity. The final decision shall state the factual and legal reasons for the action taken and the term of the suspension or debarment.

(d) *Review of suspension or debarment*. Final notices of suspension or debarment shall be final and binding unless the debarred or suspended person or entity, within five (5) calendar days of the decision, submits a written notice to the procurement official requesting review. Upon receipt of a timely review request, the procurement official may, in his or her discretion, request a written response from relevant city staff or other relevant persons or entities, or schedule the matter for an in person or video conference discussion. In any review of a final determination, the review shall be limited to determining whether there was factual support for the decision taken, that the decision does not violate any statute or ordinance, and that all required notices and process were provided by city staff. Neither side may present any new evidence, issue or legal argument not first presented to the procurement official.

(e) *Reinstatement*. The procurement official shall have the authority to reinstate any person or entity under an existing suspension or debarment period. To request reinstatement, the person or entity must submit to the procurement official a written request, which shall, at a minimum, include all relevant facts and documentation which the person or entity contends supports the early termination of the suspension or debarment. Relevant factors include, but are not limited to, demonstrated rehabilitation, a change in ownership or control to innocent owners, restitution payments, subsequent court rulings, changes in the law, or where, in the procurement official's sole judgment, the city's interests would be adequately protected, and the person or entity to be reinstated is not likely to again engage in

similar conduct. The procurement official may also grant limited reinstatement to respond to emergency contracting needs. As a condition of reinstatement, the procurement official may limit the nature and scope of contractual undertakings that must be satisfactorily completed before seeking additional contracts from the city.

(f) Copies of all suspension, debarment and reinstatement decisions shall be maintained by the procurement official's office and posted in an appropriate area of the procurement page of the city's website.

Sec. 2-462. – Administrative procedures.

(a) The city manager is authorized to develop, approve, publish, and enforce supplemental administrative procedures and forms not inconsistent with this article to facilitate implementation of these procedures and forms.

(b) The administrative procedures established pursuant to this section shall be contained in procurement administrative procedures manual, which manual shall be organized by topic, and shall not be inconsistent with any provision of this article.

(c) The administrative procedures established pursuant to this section shall not create new policies which are otherwise addressed in this article, including alteration of procurement thresholds, alteration of protest, debarment, or suspension procedures, or alteration of any ethical requirements. The administrative procedures shall have the focus of providing additional procedural detail to guide city staff involved in the procurement function but shall not contain provisions which purport to regulate the conduct of city vendors. Vendor instructions or directions related to participating in city procurement solicitations shall be published in the relevant solicitation materials so that vendors may know all deadlines, forms, procedures and requirements related to a given solicitation.

(d) To the extent the city commission has approved prior versions or portions of administrative procurement procedures, such approvals are revoked as of the adoption of this article. While the city manager is authorized to develop, approve, publish, and enforce supplemental administrative procedures pursuant to this section, the city commission reserves the right to direct the revision or recission of any such procedures if the commission determines either that the procedure in question conflicts with the policy set forth in this article or that the subject should best be addressed within this article.

Sec. 2-463. – Staff training.

To ensure the city's procurement function occurs in a consistent, efficient, lawful, and ethical manner, the city manager shall ensure that all city personnel who are responsible for implementing or administering the provisions of this article or the related administrative

procurement procedures, are periodically trained in the rules, procedures, forms, and legal and ethical considerations applicable to their respective functions.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the City Commission would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage thereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara K. Hedges
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-XXX was duly advertised by title only in the St. Lucie News Tribune on ____; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____; and was duly introduced, read by title only, and passed on second and final reading on _____, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

CITY OF FORT PIERCE
CITY MANAGER'S OFFICE

PROCUREMENT CODE UPDATE

SEPTEMBER 8, 2025

PROCUREMENT CODE UPDATE

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2. Procurement Categories
3. Source Selection and Waiver of Competition
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PROCUREMENT CODE UPDATE

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10. Procedures Related to Suspension, Debarment, and Reinstatement
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SEC.2-440. – EXEMPTIONS

- Intergovernmental Agreements
- Payment - Dues/Memberships
- Subscriptions
- Acquisition of Real Property
- Acquisition of Legal Ads, Postage, Shipping
- Legal Services
- Utility Services
- Fees/cost for professional development activities
- Purchase of insurance/broker

SEC.2-440. – EXEMPTIONS

- Lobbyist services
- Professional medical services
- Professional services for bond issuance and investments
- CPA's (except for audit services)
- Artistic services
- Real Property appraisal services
- Abstract and academic research
- Consulting services related to financial planning

SEC.2-441. – PROCUREMENT CATEGORIES

Threshold Amounts

- Category one (direct purchase) - $0.01 to $2,500.00
- Category two (informal solicitations) - $2,500.01 to $50,000.00
- Category three (formal procurement) - $50,000.01 and greater

SEC.2-446. – SOURCE SELECTION AND WAIVER OF COMPETITION

City Manager establishes and approves the selection of sources.

- City Commission may, by affirmative vote, provide limited or complete waiver of competition.
- Recommendation to waive in writing from procurement official.
- Determination that waiver is in the best interest of the city.

SEC.2-450. – SOLE SOURCE PROCUREMENT

- When the city believes that desired commodities or contractual services are available only from a single source.
- The procurement official shall post a description for at least five (5) business days.
- Description must include that prospective vendors state their ability to supply the commodities or contractual services.
- Procurement official put in writing that the commodities or contractual services are in fact available only from a single source.

SEC.2-451. – SOLE BRAND PROCUREMENT

- The procurement official may conduct a sole brand procurement if only one brand exists or
- Only one brand reasonably capable of fulfilling a particular procurement need of the city.
- Sole Brand procurements above the award authority of the city manager must be approved by the City Commission.
- Sole Brand procurements may use any authorized method the procurement official deems in the city's best interest.

SEC.2-455. – UNAUTHORIZED PURCHASES, ETHICAL CONDUCT, SANCTIONS

Employee Conflict of Interest – Unethical to participate directly or indirectly in a procurement contract when employees knows:

- Employee or immediate family has financial interest in procurement.
- Any other person, business, or organization with whom the city employee or any member of a city employee's immediate family is negotiating or
- Has an arrangement concerning prospective employment is involved in the procurement process or contract.

SEC.2-455. – UNAUTHORIZED PURCHASES, ETHICAL CONDUCT, SANCTIONS

Employee intending to bid

- Any city employee intending to submit any solicitation shall notify their department head, the procurement official, and the city manager
- In writing, within ten (10) calendar days of the solicitation release.
- The city employee shall not participate directly or indirectly in any part of the procurement process as a city employee
- Failure of the city employee to follow any requirements herein, as determined by the procurement official, shall result in the employee's bid, proposal, or response being disqualified from further consideration, and may also result in the suspension or debarment of the city employee.

SEC. 2-457 – LOBBYING LIMITATIONS; CONE OF SILENCE

- After a solicitation is issued or during contract renegotiation, offerors or their agents must not contact any city officials or employees about the matter (including the city commission and city manager).
- Except as directed by the procurement official or stated in the solicitation.
- This prohibition includes copying such persons on written communications with the procurement agent.
- The prohibition ends when a purchase order is issued, a final contract is signed, or the process is canceled or terminated.

SEC.2-459. – PROTESTS

- The protest shall be made in writing to the procurement official.
- A notice of intent to protest must be filed within 72 hours of the electronic posting of the notice of intent to award.
- The protest must then be filed no later than 4:00 p.m. on the fifth (5th) calendar day after the notice of intent to protest.
- The notice of intent to protest and protest are considered filed when the procurement official receives the request.

SEC.2-459. – PROTESTS

- Failure to file the notice of intent to protest or a written protest within the time-period specified shall constitute a waiver of the opportunity to protest.
- The written protest must be signed by an authorized officer of the protestor (sales agents or legal counsel are not authorized to sign protests).
- Protests must include a specific detailed factual statement of the grounds on which the protest is based and shall cite the applicable statutes, laws, and ordinances.

SEC.2-459. – PROTESTS

- Authority to resolve protests. The procurement official will issue a written decision within thirty (30) days of the date the protest is received, unless the complexity of the issues raised, or lack of resources require a longer period.
- Following the procurement official's written, the protestor may file a request for a review of the procurement agent's decision by the city manager.
- The request for review shall be made in writing and received by the procurement official by 4:00 p.m. on the fifth (5^{th}) calender day following the procurement agent's transmission of the decision to the protestor.

SEC.2-460. – AUTHORITY TO SUSPEND OR DEBAR

After consulting with the city attorney and relevant city department head as needed the procurement official is authorized to suspend or debar a person or entity from consideration for award of contracts for cause.

Causes

- Conviction for commission of a criminal offense relating to the obtaining or attempt to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, or a civil or criminal final judgment of violation of state or federal whistleblower laws;
- Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property
- Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

SEC.2-460. – AUTHORITY TO SUSPEND OR DEBAR

Causes (continued)

- Violation of the city's anti-lobbying rules set forth in § 2-456 of this article.
- Violation of contract provisions, as set forth below, of a character which is regarded by the procurement official to be so serious as to justify debarment action.
- Deliberate failure without good cause to perform in accordance with specifications and/or budget or within the time limit provided in the contract.
- A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts.

SEC.2-460. – AUTHORITY TO SUSPEND OR DEBAR

Causes (continued)

- A documented history of significant deviation from contract specifications, engineering standards, design or material requirements or safety regulations,
- Any other cause the procurement official determines to be so serious and compelling as to affect responsibility as a city contractor
- For violation of all applicable ethics standards, including the ethical standards set forth in this article, F.S. Chapter 112, or in relevant grant funding requirements.
- Any other cause the procurement official determines to be so serious and compelling as to affect responsibility as a city contractor.

SEC.2-460. – AUTHORITY TO SUSPEND OR DEBAR

Causes (continued)

- Suspensions shall not exceed twelve (12) months per violation.
- Debarments shall not exceed five (5) years per violation.
- Except that a vendor debarred for a third time shall be debarred for eight (8) years from the date of debarment.
- Suspension or debarment may apply to all contracting opportunities, or may be limited to certain types or categories of contracts.

SEC.2-461. – PROCEDURES RELATED TO SUSPENSION, DEBARMENT AND REINSTATEMENT

- **Notice of intent.** When the procurement official is considering imposing a suspension or debarment, he or she shall first provide a written notice .
- Set a deadline by which the person or entity must submit a response.
- Failure to timely file a response shall result in the procurement official's notice of intent to become final on the date of the deadline.
- **Opportunity to be heard.** In addition to the opportunity to submit a written response, if, after receipt of the response, the procurement official may determine if a meeting will be helpful.
- **Final determination.** The final decision shall state the factual and legal reasons for the action taken and the term of the suspension or debarment.

SEC.2-461. – PROCEDURES RELATED TO SUSPENSION, DEBARMENT AND REINSTATEMENT

- **Review of suspension or debarment.** Final notices of suspension or debarment shall be final and binding unless the debarred or suspended person or entity, within five (5) calendar days of the decision, submits a written notice to the procurement official requesting review.
- **Reinstatement.** The procurement official shall have the authority to reinstate any person or entity under an existing suspension or debarment period. To request reinstatement, the person or entity must submit a written request to procurement official, which shall, at a minimum, include all relevant facts and documentation which the person or entity contends supports the early termination of the suspension or debarment.

SEC.2-462. – ADMINISTRATIVE PROCEDURES

- The city manager is authorized to develop, approve, publish, and enforce supplemental administrative procedures and forms not inconsistent with this article to facilitate implementation of these procedures and forms.
- The administrative procedures established pursuant to this section shall be contained in procurement administrative procedures manual, which manual shall be organized by topic, and shall not be inconsistent with any provision of this article.

SEC.2-463. – STAFF TRAINING

- The city manager shall ensure staff receive regular training on relevant procurement rules, procedures, forms, and ethical/legal duties.
- To ensure the city's procurement function occurs in a consistent, efficient, lawful, and ethical manner.

QUESTIONS

City Commission Day Meeting 9:00 AM **11. B.**

Meeting Date: 09/08/2025

Re: 2026 Legislative Priorities

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

SUBJECT:

Discussion of proposed 2026 City of Fort Pierce legislative priorities.

SUMMARY:

Discussion of proposed 2026 City of Fort Pierce legislative priorities.

RECOMMENDATION:

Staff will proceed as directed by the Commission.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Audia V. Moore, Special Projects Coordinator

COORDINATED WITH:

Linda Cox, Acting City Manager

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	2026
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

There is no fiscal impact.

Attachments

2025 Legislative Priorities

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 08:46 AM
City Manager	Linda Cox	01/09/2025 08:46 AM

Form Started By: Audria Moore Started On: 12/03/2024 03:11 PM

Final Approval Date: 01/09/2025

CITY OF FORT PIERCE
2025
STATE LEGISLATIVE PRIORITIES

The Fort Pierce Commission's legislative priorities guide advocacy efforts in Tallahassee. While these priorities may evolve as new issues arise, Commissioners, staff, and lobbyists will pursue all approved policies, emphasizing issues as opportunities arise during the legislative process. The Mayor and Commissioners affirm maintaining home rule authority and opposing cost shifts or unfunded mandates.

Left to right: Commissioner Arnold Gaines, District 1; Commissioner James Taylor, District 2; Mayor Linda Hudson; Commissioner Curtis Johnson, District 1 and Commissioner Michael Broderick, District 2.

HIGHEST PRIORITY ISSUES

MUNICIPAL WATER OR SEWER UTILITY RATES, FEES AND CHARGES

CS/CS/HB 1277 and SB 1510 impose restrictions on using municipal water, wastewater, gas, or electric utility revenues for general government services and on imposing water and wastewater extraterritorial surcharges.

The City of Fort Pierce **SUPPORTS** maintaining municipal utility operational flexibility and financial stability by preserving the ability of those utilities to fund essential services and maintain and expand existing infrastructure. The city joins multiple entities, including the Florida League of Cities, in opposing such efforts. Previous efforts to restrict municipal utility revenues would negatively impact services provided by these utilities and interfere with debt obligations attached to operation and maintenance of facilities and assets. Small municipalities rely on utility returns to fund essential government services due to weak property tax bases. Additionally, the requirement for written interlocal agreements and annual public meetings could create bureaucratic hurdles, making it more challenging for municipalities to provide efficient utility services. The City is concerned that these restrictions could lead to increased costs for municipalities and limit their ability to respond to the needs of their communities effectively.

RESOURCES FOR THE HOMELESS

Families across the nation have faced devastation due to foreclosures, unemployment, and rising costs for basic necessities. This has led to a surge in homelessness, complicating matters for communities coping with large numbers of people lacking sustainable living conditions.

The City of Fort Pierce **SUPPORTS** funding for local homelessness programs, housing for homeless veterans, and operating capital for aid groups and statewide agencies serving this population. The City also continues to support legislation addressing homelessness and enhancing equitable access to housing. This includes measures that strengthen and enforce statewide renter protections, and incentives and support for local efforts to increase housing development, including affordable housing.

MENTAL HEALTH

Untreated mental health conditions have led to an escalation of serious issues for communities throughout the state. Without adequate support for individuals with mental illness, municipalities face increasing homelessness, strained emergency services, public safety challenges, and economic impacts.

The City of Fort Pierce **SUPPORTS** legislation to improve funding for mental health initiatives. This includes increased access to affordable, accessible, patient-centered mental health services; funding for community-based care and mental health crisis intervention aimed at diverting individuals from the criminal justice system and support for training law enforcement and mental health caseworkers in crisis response, and providing alternatives to hospitalization and incarceration.

YOUTH DEVELOPMENT

Recognizing the pivotal role that young people play in building a brighter future for themselves and the community makes it clear that enhancing opportunities for education, career readiness, mental health, recreational activities, and community involvement are fundamental to creating a sustainable future.

The City of Fort Pierce **SUPPORTS** legislation that enhances funding and resources for youth development programs, with a focus on increasing after-school programs, vocational training, and career counseling; expanding access to mental health services and wellness programs; enhancing recreational facilities, sports programs, and cultural activities and offering community service projects and leadership development initiatives to foster civic engagement and responsibility.

SERVICES FOR SENIORS

As our population continues to age, the number of seniors and individuals with disabilities in our community is rising proportionately. This demographic shift necessitates legislative action to ensure all community members can participate fully and independently in society.

The City **SUPPORTS** legislation that increases funding and resources for programs and services that address the unique needs of seniors, including: expanding access to healthcare services, wellness programs, and preventive care ; providing resources and support for caregivers, including respite care, training, and financial assistance; improve transportation options for seniors to ensure they can access essential services, social activities, and remain connected to the community and enhancing recreational facilities and programs that promote social interaction, physical activity, and mental well-being among seniors.

WE SUPPORT

HUTCHINSON ISLAND WASTEWATER TREATMENT PLANT RELOCATION

The City of Fort Pierce continues to **SUPPORT** the Fort Pierce Utilities Authority (FPUA) in its commendable efforts to secure grants and appropriations from both the legislature and state agencies. These funds are vital for the successful relocation of the wastewater treatment facility. The City of Fort Pierce urges the legislative bodies to recognize the importance of this project and to provide the necessary financial support to make it a reality.

PARTNER PRIORITIES

The City of Fort Pierce **SUPPORTS** legislative initiatives by our community partners including the Florida League of Cities, St. Lucie County Board of Commissioners, St. Lucie County Schools, Indian River State College, and the Treasure Coast Regional Planning Council designed to enhance our region's economic, educational, cultural, transportation and infrastructure resources. These initiatives include: advocating for increased funding and programs that enrich educational opportunities for all ages; promoting and funding efforts that support the arts, heritage preservation, and cultural events and supporting projects and legislation that improve transportation, utilities, public spaces, and other critical infrastructure to ensure sustainable growth and development.

2025 APPROPRIATIONS REQUEST

City of Fort Pierce Roadway Improvements
13th Street Reconstruction Phase 2

The City of Fort Pierce seeks funding to enhance roadway infrastructure through drainage replacement and comprehensive reconstruction of roads and sidewalks along 13th Street, between Georgia and Orange avenues. This 0.5 -mile project aims to improve intersection capacity for smoother traffic flow and safer crossings. Additionally, pedestrian enhancements will upgrade signage, traffic signals, pavement markings, street lighting, and landscaping, creating a more accessible and safe environment for all.

Action Required: Approval of funding for this critical infrastructure project to ensure safer, more efficient roadways and pedestrian pathways in Fort Pierce.

Proposed Project Funding:
Total Project Cost: $5,793,220
Requested Amount: $500,000
City Match: $5,293,220

Fort Pierce Police Department
Investigative Infrastructure Improvements

The Fort Pierce Police Department urgently seeks funding to upgrade critical infrastructure in response to evolving public safety demands and operational inefficiencies. Key areas requiring immediate attention include Interview Room Cameras, Evidence Unit Computers and Software, Criminal Investigations Laptops, and Crime Suppression Unit Vehicles.

- **Interview Room Cameras**: Replacement of outdated and failing cameras to ensure proper preservation of recorded interviews, vital for criminal investigations and prosecutions.
- **Evidence Unit Computers and Software**: Implementation of the Evidence IQ software to enhance evidence management, prevent errors, and avoid legal issues.
- **Criminal Investigations Laptops**: Provision of laptops to detectives to facilitate access to essential databases in the field, improving investigation and crime-solving capabilities.
- **Crime Suppression Unit Vehicles**: Acquisition of properly equipped vehicles for both overt and covert operations to maintain officer safety and effectively combat criminal activities.

Action Required: Approval of funding for these dire infrastructure upgrades to ensure the Fort Pierce Police Department can meet current safety standards and effectively serve the community.

Proposed Project Funding:
Total Project Cost: $482,846
Requested Appropriation: $241,423
City Match: $241,423

Mission Statement

To provide community leadership, quality public service, and a safe environment for all citizens,
by an empowered team of employees motivated by pride in themselves and their work.